## INTRODUCTORY NOTE

These draft STCs are based on version 7 used in Allocation Round 7, as amended by changes consulted on in the "Consultation on proposed refinements for Allocation Round 8 and future rounds" published on 16 December 2026 (the 1st AR8 Consultation)

They contain further draft changes issued under the "Consultation on contract changes for Allocation Round 8" published on 4 March 2026

The changes consulted on under the 1st AR8 Consultation are included in these draft STCs for convenience but the government has not yet responded to that consultation. As at the date of this draft, therefore, the 1st AR8 Consultation proposals remain subject to change or removal for Allocation Round 8

Tracked changes showing in these draft STCs represent the differences between the 1st AR8 Consultation version and the changes proposed under the 2nd consultation of 4 March 2026

# FiT CONTRACT FOR DIFFERENCE
# STANDARD TERMS AND CONDITIONS

**Version 8**

**[●] 2026**

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**PRELIMINARY**

(A) These standard terms and conditions applicable to FiT Contracts for Difference were issued by the Secretary of State on [●] 2026 in accordance with section 11(1) of the EA 2013.

(B) The Conditions as applicable to an Eligible Generator are to be read in conjunction with:

(i) the offer to contract made to the Eligible Generator by the CfD Counterparty pursuant to section 14 of the EA 2013 and the acceptance of that offer by such Eligible Generator; and

(ii) the CfD Agreement entered into between the CfD Counterparty and the Eligible Generator.

# Part 1
# Introduction

## 1. DEFINITIONS AND INTERPRETATION

***Definitions***

1.1 In these Conditions (subject to Conditions 1.3 to 1.9):

"**Acceptable Collateral**" means (i) a Letter of Credit; and/or (ii) a cash amount (in pounds) transferred to the credit of a Reserve Account;

"**ACT Efficiency**" means, for each ACT Efficiency Period to which it relates, a whole number integer expressed as a percentage (%) which is calculated using the ACT Efficiency Formula, rounded down to the nearest integer;

**"ACT Efficiency Adjustment Amount"** means an amount (expressed in pounds) in respect of a Settlement Unit calculated by the CfD Counterparty in accordance with Condition 12A.3;

**"ACT Efficiency Calculation Methodology"** means the methodology for determining the ACT Efficiency Multiplier as set out in Part G of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**ACT Efficiency Formula**" is:

$$\text{ACT Efficiency} = E_{\text{products bio}}/(E_{\text{bio}} + E_{\text{inputs bio}})$$

where:

$E_{products\ bio}$ is the energy from Biomass in the Advanced Fuel which is produced from the material to which $E_{bio}$ relates;

$E_{bio}$ is the energy from Biomass in the material from which the Advanced Fuel to which $E_{products\ bio}$ relates was produced;

$E_{inputs\ bio}$ is any energy used in the production of the Advanced Fuel to which $E_{products\ bio}$ relates;

**"ACT Efficiency Multiplier"** has the meaning given to that term in paragraph 3 of Part G of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**ACT Efficiency Period**" means:

(A) the seven (7) day period beginning at 00:00 on the first day of an RQM Calculation Month and ending at 23:59 on the seventh ($7^{th}$) day of that period, and every subsequent seven (7) day period of that RQM Calculation Month beginning at 00:00 after the end of the previous seven (7) day period (each such seven (7) day period being a "**Long Period**"), and

(B) any period of days in which the last day of the RQM Calculation Month occurs before the seventh ($7^{th}$ ) day of such a period, in which case the last day of that period shall end at 23:59 on the last day of the RQM Calculation Month (each such period being a "**Short Period**");

"**ACT Efficiency Standard**" means 60%;

"**Actual TLM(D) Charge**" has the meaning given to that term in Condition 47.1(C);

"**Actual Generation Output Data**" means the total electrical output of the Facility (expressed in MWh), as measured by the metering equipment at the Facility, for each Settlement Unit, and (if *Part 10 TLM(D)* is expressed to apply to the Contract for Difference in the CfD Agreement) taken before having made any TLM(D) related loss adjustments;

"**Actual IMSD Data**" has the meaning given to that term in Condition 31.21(C)(ii);

"**Adjusted Output Period**" means a period of reduced or increased generation by the Facility occurring during the Term as a direct result of a Qualifying Change in Law, a Sustainability Change in Law or a Qualifying CPC Event;

"**Adjusted Facility Description**" has the meaning given to it under Condition 89.6(B), as amended from time to time under paragraph 13 of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Advanced Conversion Technology**" has the meaning given to that term in the EA 2013 Regulations;

"**Affected Operational CP**" has the meaning given to that term in Condition 3.12;

"**Affected Person**" means any direct or indirect shareholder of the Generator who is able to evidence to the satisfaction of the CfD Counterparty that if it (or an agent or security trustee on its behalf) has or had the benefit of a Direct Agreement, it is or would be:

(A) contractually obliged to exercise rights under the relevant Direct Agreement in accordance with the instructions of one (1) or more Lenders (or an agent or security trustee on its or their behalf); or

(B) party to an agreement regarding the exercise of rights under such Direct Agreement with a person falling within paragraph (A) above;

"**Aggregate Difference Amount**" has the meaning given to that term in Condition 22.4(D)(vi);

"**Aggregate Facility CIB Extra Commitment Reward Amount**" has the meaning given to it in Schedule 2 (*Clean Industry Bonus*);

"**Agreement Date**" has the meaning given to that term in the CfD Agreement;

"**Agreement Date Provisions**" means Part 1 (*Introduction*), Part 2 (*Term*), Part 3 (*Conditions Precedent and Milestone Requirement*), Condition 8 (*Application*),

Condition 9 (*Definitions: Part 5A*), Condition 14 (*Strike Price Adjustments*), Condition 16 (*Application*), Condition 17 (*Definitions: Part 5B*), Condition 20 (*Strike Price Adjustments*), Condition 24 (*Default Interest*), Condition 25 (*Set-off*), Condition 26 (*Deductions and withholdings*), Condition 27 (*Payment accounts*), Condition 28 (*Generator representations and warranties*), Condition 29 (*CfD Counterparty representations and warranties*), Condition 30 (*Generator undertakings: General*), Condition 32 (*Generator undertakings: Information provision and no cumulation of Subsidy, state aid and/or union funding*), Part 12 (*Termination*), Part 14 (*Dispute Resolution*) to Part 17 (*Miscellaneous*) (inclusive), Schedule 1 (*Conditions Precedent*), Annex 1 (*Calculation of Termination Amount*), Annex 2 (*Change Control Procedure*), Annex 3 (*Form of Direct Agreement*), paragraph 1 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* and Annex 8 (*Pro forma notices*);

"**Amendment Notification**" has the meaning given to that term in paragraph 2.1 of Annex 2 (*Change Control Procedure*);

"**Annual QCPC Report**" has the meaning given to that term in Condition 48.13;

"**Annual TLM(D) Charge**" means, in respect of any calendar year, the TLM(D) applicable to electricity generators in Great Britain (excluding Embedded Generators) for the relevant calendar year (expressed as a decimal);

"**AOP Estimate**" means a good faith estimate of an Adjusted Output Period (including a good faith estimate of the date on which such Adjusted Output Period will commence and end);

"**Applicable FiT Contract for Difference**" means a FiT Contract for Difference entered into after 06 October 2023;

"**Applicable Planning Consents**" has the meaning given to that term in the Contracts for Difference (Allocation) Regulations 2014 (as at the Agreement Date);

"**Application Closing Date**" has the meaning given to that term in the Contracts for Difference (Allocation) Regulations 2014 (as at the Agreement Date);

"**Approved Related Facility"** has the meaning given to it in Condition 89.6(B);

"**Arbitral Award**" has the meaning given to that term in Condition 60.2;

"**Arbitral Tribunal**" has the meaning given to that term in the LCIA Arbitration Rules;

"**Arbitration Dispute**" means any Dispute other than an Expert Dispute;

"**Arbitration Procedure**" means the rules, obligations and procedures set out in Condition 60 (*Arbitration Procedure*);

"**Arbitrator**" means any person to whom a Dispute is referred in accordance with the Arbitration Procedure;

"**Assimilated Version**" means in relation to an EU instrument, the version of that instrument comprised in assimilated law;

**"Assumed ACT Efficiency Multiplier"** has the meaning given to that term in the CfD Agreement;

"**Assumed Load Factor**" has the meaning given to that term in the CfD Agreement;

"**Assumed RQM**" has the meaning given to that term in the CfD Agreement;

"**Authority**" means the Gas and Electricity Markets Authority established pursuant to section 1 of the Utilities Act 2000;

"**Balancing Mechanism**" means the balancing mechanism operated at the Agreement Date by the Transmission System Operator and designed to balance supply and demand for electricity in real time on the GB Transmission System, and shall include any substitute or equivalent mechanism or arrangements;

"**Baseload Dual Scheme Facility**" means a Facility that is stated to be a Baseload Dual Scheme Facility in the CfD Agreement;

"**Base Rate**" means the rate of interest published from time to time by the Bank of England as its base rate;

"**Base Year**" has the meaning given to that term in the CfD Agreement;

"**Base Year CPI**" means the value of the [full-year CPI] for the Base Year;

"**Base Year Terms**" means, for any Strike Price Adjustment initially expressed in a price period (x), with (x) being a calendar year other than the Base Year, the Strike Price Adjustment in respect of the Base Year $_{(ADJbase)}$, calculated in accordance with the following formula:

$$ADJ_{base} = ADJ_x \times \frac{CPI_{base}}{CPI_x}$$

where:

$ADJ_x$ is the Strike Price Adjustment (expressed in £/MWh) in any year (x);

$CPI_{base}$ denotes the Base Year CPI; and

$CPI_x$ denotes the arithmetic mean of the monthly CPI over the year (x);

"**Billing Period**" means the period starting at 00:00 on a day and ending at 00:00 on the following day;

"**Billing Statement**" has the meaning given to that term in Condition 22.1;

"**Billing Statement Dispute Notice**" has the meaning given to that term in Condition 23.3;

"**Biomass**" has the meaning given to that term in in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*;

"**BSC**" means the Balancing and Settlement Code that is provided for in Standard Condition E1 of the ESO Licence;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

"**CCP Affected Parties**" means, in respect of a General Amendment, the generators which are party to those Applicable FiT Contracts for Difference to which the General Amendment is proposed to be made provided that, where there are two (2) or more parties to any Applicable FiT Contract for Difference other than the CfD Counterparty, only one (1) of them shall be counted for the purposes of this definition;

**"CCP Affected CfDs"** means, in respect of a General Amendment, the Applicable FiT Contracts for Difference under which that General Amendment is proposed;

"**CfD Agreement**" means the agreement entered into between the CfD Counterparty and the Eligible Generator pursuant to an offer made by the CfD Counterparty pursuant to section 14 of the EA 2013;

"**CfD Counterparty**" has the meaning given to that term in the CfD Agreement;

"**CfD Counterparty Confidential Information**" means:

(A) all Information which is confidential or proprietary in nature and which relates (directly or indirectly) to the CfD Counterparty or a Government Entity (including any such Information relating to the policy of His Majesty's Government of the United Kingdom with respect to matters pertinent to FiT Contracts for Difference or the Contract for Difference) which the Generator (or its Representatives) receives or has received from:

(i) the CfD Counterparty (or its Representatives); or

(ii) any third party who receives or has received such Information from the CfD Counterparty (or its Representatives) in respect of the Contract for Difference,

in each case including any Information which the Generator prepares which contains or makes explicit reference to such Information or from which such Information is readily ascertainable;

(B) without prejudice to the generality of paragraph (A) above, all Information relating to:

(i) any QCiL Compensation or QCiL True-Up Compensation, including all Information relating to or arising from negotiations, discussions and

correspondence in connection with any such QCiL Compensation or QCiL True-Up Compensation; and

(ii) any SCiL Compensation or SCiL True-Up Compensation, including all Information relating to or arising from negotiations, discussions and correspondence in connection with any such SCiL Compensation or SCiL True-Up Compensation (provided that this paragraph (ii) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement); and

(C) all Information which relates to or arises from negotiations, discussions and correspondence in connection with the Contract for Difference,

but excluding in each case all Excluded Information;

"**CfD Counterparty GT Notice**" has the meaning given to that term in Condition 42.10;

"**CfD Counterparty Permitted Purposes**" means:

(A) complying with the CfD Counterparty's responsibilities and obligations, and exercising the CfD Counterparty's rights, powers and discretions, under or in connection with the Contract for Difference, any other CfD Document or any other FiT Contract for Difference;

(B) complying with the CfD Counterparty's responsibilities and obligations under or by virtue of the EA 2013, any other Law, or any Directive, policy or guidance; and

(C) reporting on the establishment, administration, performance or operation of, or compliance or non-compliance with, the obligations and arrangements contemplated by, or provided for in, the Contract for Difference and FiT Contracts for Difference;

"**CfD Counterparty QCiL Notice**" has the meaning given to that term in Condition 33.1;

"**CfD Counterparty QCiL True-Up Notice**" has the meaning given to that term in Condition 36.1;

"**CfD Counterparty Restricted Purposes**" means:

(A) complying with the CfD Counterparty's responsibilities and obligations, and exercising the CfD Counterparty's rights, powers and discretions, under or in connection with the Contract for Difference, any other CfD Document or any other FiT Contract for Difference; and

(B) complying with the CfD Counterparty's responsibilities and obligations under or by virtue of the EA 2013, any other Law, or any Directive, policy or guidance;

"**CfD Counterparty SCiL Notice**" has the meaning given to that term in paragraph 2.1 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**CfD Documents**" means the Contract for Difference and each of the agreements entered into between the Parties pursuant to it and "**CfD Document**" shall be construed accordingly;

"**CfD Generators**" means, at the relevant time, all parties (other than the CfD Counterparty) to FiT Contracts for Difference, provided that, where there are two (2) or more parties to any FiT Contract for Difference other than the CfD Counterparty, only one (1) of them shall be counted for the purposes of this definition;

"**CfD Settlement Activities**" means:

(A) the calculation, invoicing, recalculation and settlement of payments to be made pursuant to the Contract for Difference; and

(B) the calculation of collateral requirements and the provision of collateral in accordance with Part 13 (*Credit Support*);

"**CfD Settlement Required Information**" means all the Information required by the CfD Counterparty, or the CfD Settlement Services Provider on its behalf, relating to the Contract for Difference and required by it to carry out the CfD Settlement Activities;

"**CfD Settlement Services Provider**" means any person appointed for the time being and from time to time by the CfD Counterparty to carry out any of the CfD Settlement Activities, or who is designated by the Secretary of State to carry out the CfD Settlement Activities, acting in that capacity;

"**Change Control Procedure**" means the rules, obligations and procedures set out in Annex 2 (*Change Control Procedure*);

"**Change in Applicable Law**" means:

(A) the coming into effect, amendment, supplement, termination, repeal, replacement or withdrawal of or to: (i) any Law or Directive; or (ii) any Industry Document; or

(B) a change in the interpretation or application of any Law, Directive or Industry Document by any Competent Authority;

"**Change in Law**" means:

(A) the coming into effect, amendment, supplement, termination, repeal, replacement or withdrawal of or to: (i) any Law or Directive; (ii) any Industry Document; or (iii) any Required Authorisation; or

(B) a change in the interpretation or application of any Law, Directive, Industry Document or Required Authorisation by any Competent Authority,

in each case after the Agreement Date and save (in each case) to the extent that the Change in Law:

(i) arises out of, or in connection with, a breach of or default under or with respect to, that Law, Directive, Industry Document or Required Authorisation by the Generator or any of its Representatives;

(ii) arises out of, or in connection with, a failure by the Generator or any of its Representatives to act in accordance with a Reasonable and Prudent Standard; or

(iii) represents no more than a continuous improvement or development of good practice which would be complied with in respect of a generating facility deploying the Facility Generation Technology by a generator acting in accordance with a Reasonable and Prudent Standard;

"**Change of Ownership**" means:

(A) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Generator (including the control over the exercise of voting rights conferred on those shares or the control over the right to appoint or remove directors or the rights to dividends);

(B) and/or any other arrangements that have or may have or which result in the same effect as paragraph (A) above;

"**CHPQA**" means the Combined Heat and Power Quality Assurance Standard, as published by DESNZ (Issue 7, dated December 2018) (as such standard may be amended, supplemented, restated or replaced from time to time);

"**CHPQA Certificate**" means a certificate issued in relation to the Facility pursuant to the CHPQA;

"**CHPQA Guidance Note 44**" means "**Guidance Note 44**", as published by DESNZ at the Agreement Date in relation to the CHPQA;

"**CHPQA Guidance Note 44 Certificate**" means a certificate issued in relation to the Facility pursuant to CHPQA Guidance Note 44;

"**CHPQM Calculation Methodology**" means the methodology for calculating the CHP Qualifying Multiplier as set out in Annex 6 (*CHPQM Calculation Methodology*);

"**CHP Qualifying Multiplier**" shall have the meaning given to that term in paragraph 2.1 of Annex 6 (*CHPQM Calculation Methodology*);

"**CiAL Dispute**" has the meaning given to that term in Condition 40.1;

"**CiAL Dispute Generator**" has the meaning given to that term in Condition 40.1;

"**CiAL Dispute Notice**" has the meaning given to that term in Condition 40.1;

"**CiAL Dispute Threshold Criterion**" has the meaning given to that term in Condition 40.9;

"**CiAL Dispute Validity Notice**" has the meaning given to that term in Condition 40.3;

"**CiAL Request Criterion**" has the meaning given to that term in Condition 39.3;

"**CiAL Request Notice**" has the meaning given to that term in Condition 39.2;

"**CiAL Request Validity Notice**" has the meaning given to that term in Condition 39.5;

"**CiAL Review**" means a review conducted by the CfD Counterparty pursuant to Condition 39.1 as to whether:

(A) a Change in Applicable Law: (i) has been implemented, has occurred or has become effective; or (ii) is expected to be implemented, to occur or to become effective and, in each case as a direct result of such Change in Applicable Law being implemented, occurring or becoming effective, one (1) or more of the Required CiL Amendment Objectives will cease to be met; and

(B) as a consequence of one (1) or more of the Required CiL Amendment Objectives ceasing to be met, Required CiL Amendments are necessary;

"**CiAL Review Notice**" has the meaning given to that term in Condition 39.6;

"**CiAL Review Outcome Notice**" has the meaning given to that term in Condition 39.9;

"**CiAL Review Response Deadline**" has the meaning given to that term in Condition 39.6(B);

"**CiAL Review Response Notice**" has the meaning given to that term in Condition 39.7;

"**CiAL Review Trigger**" has the meaning given to that term in Condition 39.1;

"**CIB Extra Commitment Reward Amount Instalments**" has the meaning given to it in Schedule 2;

"**CIB Minimum Standards Performance Related Adjustment Instalments**" has the meaning given to it in Schedule 2;

"**Civil Procedure Rules**" means the Civil Procedure Rules 1998;

"**CJA**" means the Criminal Justice Act 1993;

"**Claimant**" has the meaning given to that term in Condition 59.3;

"**Classification Objection**" has the meaning given to that term in paragraph 2.6(B)(a) of Annex 2 (*Change Control Procedure*);

"**Classification Objection Threshold**" has the meaning given to that term in paragraph 2.9(B) of Annex 2 (*Change Control Procedure*);

"**CMA**" means the Competition and Markets Authority established under section 25 of the Enterprise and Regulatory Reform Act 2013;

"**Collateral Amount**" means an amount (expressed in pounds) calculated by the CfD Counterparty in accordance with Condition 55.4;

"**Collateral Correction Notice**" has the meaning given to that term in Condition 56.5;

"**Collateral Posting Date**" means the date by which the Generator is required to transfer or deliver Acceptable Collateral, being no less than ten (10) Business Days after a Collateral Posting Notice is received;

"**Collateral Posting Notice**" has the meaning given to that term in Condition 55.2;

"**Collateral Repayment Date**" means an Initial Collateral Repayment Date or (if applicable) a Replacement Collateral Repayment Date;

**"Combustion Chamber"** means that part of a Facility, the Facility Generation Technology of which is Advanced Conversion Technology, in which Advanced Fuel is combusted;

**"Compression Unit"** means a mechanical device, passage through which causes the pressure of an Advanced Fuel to increase;

"**Commissioned**" means that all of the Commissioning Tests have been successfully completed, followed or passed (as appropriate) in relation to the Facility (or a part of the Facility), and grammatical variations thereof shall be construed accordingly;

"**Commissioning Tests**" means all of the procedures and tests which, in accordance with the Reasonable and Prudent Standard, and in compliance with industry guidelines, practices and standards, are:

(A) relevant to generating facilities which are the same as, or of a similar type to, the Facility (including those which are relevant to the Facility Generation Technology); and

(B) required to be completed, followed or passed (as appropriate): (i) in order for a generating facility to generate electricity; or (ii) to demonstrate that a generating facility is fit for commercial operation;

"**Compensatory Interest**" means the interest that is due and payable at the Compensatory Interest Rate in accordance with Condition 22.6;

"**Compensatory Interest Amount**" has the meaning given to that term in Condition 22.6;

"**Compensatory Interest Rate**" has the meaning given to that term in Condition 22.6;

"**Competent Authority**" means:

(A) any national, federal, regional, state, local or other court, arbitral tribunal, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality;

(B) any private body to the extent it carries out one (1) or more public functions; or

(C) any other body which has jurisdiction in respect of the Facility, the Project, the Contract for Difference or any other CfD Document,

and includes the Authority, the Environment Agencies and the Secretary of State but excludes the CfD Counterparty;

"**Conditions**" means these standard terms and conditions issued by the Secretary of State on [●] 2026, in accordance with section 11(1) of the EA 2013;

"**Conditions Precedent**" means the Initial Conditions Precedent and the Operational Conditions Precedent and "**Condition Precedent**" shall be construed accordingly;

"**Confidential Information**" means CfD Counterparty Confidential Information and Generator Confidential Information;

"**Connected Dispute**" has the meaning given to that term in Condition 61.1;

"**Consolidation Notice**" has the meaning given to that term in Condition 61.2;

"**Construction Event**" means a geological condition or physical constraint affecting the Facility (including the presence of new or unknown fauna or flora, unexploded ordnance, mudstone, archaeological remains, antiquities or hazardous materials);

"**Contract for Difference**" means the CfD Agreement which incorporates these Conditions;

"**Contractor**" means any contractor, sub-contractor, consultant or adviser of or to the Generator but excludes any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO;

"**Contract Allocation Framework**" has the meaning given to that term in the CfD Agreement;

"**Contract Year**" means each twelve (12) month period during the Term which begins on 01 January and ends on the immediately following 31 December, provided that:

(A) the first (1st) Contract Year shall be the period from and including the Start Date to and including the immediately following 31 December; and

(B) the final Contract Year shall be the period from and including 01 January in the last calendar year of the Term and ending on the last day of the Term;

"**Control**" means, in relation to an entity (the "**controlled entity**"), the ability of another entity (the "**controlling entity**") to:

(A) exercise the majority of the voting rights in that entity;

(B) having become a direct or indirect shareholder, control the majority of the voting rights in that entity, either alone or pursuant to an agreement with other direct or indirect shareholders;

(C) having become a direct or indirect shareholder, appoint or remove a majority of the board of directors in that entity, or

(D) having become a direct or indirect shareholder, exercise dominant influence or control over that entity;

"**CPC Compensation Shortfall**" means: (i) a Curtailment Compensation Shortfall; or (ii) a Partial Curtailment Compensation Shortfall;

"**CPI**" means:

(A) the all items index of consumer price inflation published each month by the Office for National Statistics;

(B) if that index is no longer being published, such index as the CfD Counterparty may reasonably determine to be appropriate in the circumstances; or

(C) if there is a material change to the basis of that index, such other index as the CfD Counterparty may from time to time reasonably determine to be appropriate in the circumstances;

"**CP Response Notice**" has the meaning given to that term in Condition 3.10;

"**Crown Body**" means any department, office or agency of the Crown;

"**C(RTP) Act**" means the Contracts (Rights of Third Parties) Act 1999;

"**Curtailment**" means, in respect of any period, the prevention or restriction by, or on the instruction of, the Transmission System Operator of the export from the Facility to the GB Transmission System of all (but not less than all) of the electricity which the Facility is otherwise able to generate and export during the relevant period, and the period of any Curtailment shall include, subject as provided below, the minimum period of time (determined by reference to a Reasonable and Prudent Standard) that the Facility takes to ramp up and down in response to the relevant prevention, restriction or instruction, as the case may be, provided that:

(A) the Facility shall not be considered to be otherwise able to generate and export electricity in circumstances where the Facility has been prevented from generating or has been restricted in its generation due to the exercise of powers by a Competent Authority as a result of any matter relating to non-compliance with any Required Authorisation or (where a Hybrid Metering Physical Transition Date has occurred) any Related Facility Required Authorisation; and

(B) there shall be no Curtailment during any period in which the export of electricity from the Facility is prevented or restricted as a result of:

(i) any unplanned Transmission System outage or System Restoration or any Emergency De-energisation Instruction;

(ii) a breach or default by the Generator or any of its Representatives of the Contract for Difference, any Law or Directive, any Industry Document or any Required Authorisation;

(iii) a failure by the Generator or any of its Representatives to act in accordance with a Reasonable and Prudent Standard;

(iv) where a Hybrid Metering Physical Transition Date has occurred:

(a) a breach or default by a Related Facility Owner or any of the Related Facility Representatives of any Law or Related Facility Directive, any Industry Document or any Related Facility Required Authorisation; or

(b) a failure by the Related Facility Owner or any of the Related Facility Representatives to act in accordance with a Reasonable and Prudent Standard, and for these purposes reference in the defined term Reasonable and Prudent Standard to:

(1) Directives shall mean Related Facility Directives; and

(2) Required Authorisations shall mean Related Facility Required Authorisations; or

(v) any matter relating to health, safety, security or environment at or with respect to the Whole Facility (but not as a result of any such matter at or with respect to the GB Transmission System),

and "**Curtailed**" shall be construed accordingly;

"**Curtailment Compensation**" means, in respect of any Qualifying Curtailment, the amount actually received or receivable by the Generator (or its nominee) in respect of such Qualifying Curtailment (expressed in pounds);

"**Curtailment Compensation Anniversary**" has the meaning given to that term in Condition 49.2(A);

"**Curtailment Compensation Excess**" means, in respect of any Qualifying Curtailment, where the Curtailment Compensation is greater than the Defined Curtailment Compensation in respect of such Qualifying Curtailment, the amount of the excess (expressed in pounds);

"**Curtailment Compensation Shortfall**" means, in respect of any Qualifying Curtailment, where the Curtailment Compensation is less than the Defined Curtailment Compensation in respect of such Qualifying Curtailment, the amount of the shortfall (expressed in pounds);

"**CUSC**" means the Connection and Use of System Code that is provided for in Condition E2 (Connection and Use of System Code (CUSC)) of the ESO Licence;

"**Daily Discount Rate**" means an amount calculated in accordance with (as applicable) Condition 34.35 or paragraph 3.29 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Decommissioning Contract**" means, in respect of a Repowering Project, the contract referred to in paragraph 10(B) of Part B (*Technology Specific Project Commitments*) of Annex 5 (*Project Commitments*) of the CfD Agreement;

"**Default**" means: (i) a Termination Event; or (ii) an event or a circumstance which would (with the passage of time, the giving of notice, the making of any determination pursuant to the Contract for Difference or any combination of any of the foregoing) be a Termination Event;

"**Default Interest**" has the meaning given to that term in Condition 24.1;

"**Default Termination Notice**" has the meaning given to that term in Condition 51.6;

"**Deficient Collateral Amount**" has the meaning given to that term in Condition 56.5(B);

"**Defined Curtailment Compensation**" means, in respect of any Curtailment, the amount (expressed in pounds) calculated as:

(A) the revenues foregone during the relevant Adjusted Output Period, and efficient additional costs (including costs associated with ramp up and down) incurred, by the Generator (acting in accordance with a Reasonable and Prudent Standard) as a direct result of the Curtailment (including any Difference Amounts that would, but for the Curtailment, have been payable to the Generator pursuant to the Contract for Difference), calculated over the minimum period of time for which the export of electricity from the Facility is Curtailed,

less the aggregate of:

(B) the efficient additional costs (including costs associated with ramp up and down) saved or avoided by the Generator as a direct result of such Curtailment; and

(C) any other income or gains received or made by the Generator relating to such Curtailment other than any Curtailment Compensation,

plus (to the extent not already included):

(D) the reasonable costs of meeting any shortfall in the Generator's Credited Energy Volume as a direct result of such Curtailment,

provided that:

(i) Defined Curtailment Compensation shall exclude: (a) any Imbalance Charges save to the extent that the Generator has incurred the same in meeting any such shortfall as is referred to in paragraph (D) above; and (b) any charges or costs incurred by the Generator under any third party power sale, purchase or similar arrangements (whether actual, virtual, derivative or synthetic); and

(ii) reference in this definition to revenues, costs, incomes or gains (as the case may be) shall refer to revenues, costs, incomes or gains (as the case may be) attributable to the Facility (and not attributable to the Related Facility);

"**Defined Partial Curtailment Compensation**" means, in respect of any Partial Curtailment, the amount (expressed in pounds) calculated as:

(A) the revenues foregone during the relevant Adjusted Output Period, and efficient additional costs (including costs associated with ramp up and down) incurred, by the Generator (acting in accordance with a Reasonable and Prudent Standard) as a direct result of the Partial Curtailment (including any Difference Amounts that would, but for the Partial Curtailment, have been payable to the Generator pursuant to the Contract for Difference), calculated over the minimum period of time for which the export of electricity from the Facility is Partially Curtailed,

less the aggregate of:

(B) the efficient additional costs (including costs associated with ramp up and down) saved or avoided by the Generator as a direct result of such Partial Curtailment; and

(C) any other income or gains received or made by the Generator relating to such Partial Curtailment other than any Curtailment Compensation,

plus (to the extent not already included):

(D) the reasonable costs of meeting any shortfall in the Generator's Credited Energy Volume as a direct result of such Partial Curtailment,

provided that:

(i) Defined Partial Curtailment Compensation shall exclude: (i) any Imbalance Charges save to the extent that the Generator has incurred the same in meeting any such shortfall as is referred to in paragraph (D) above; and (ii) any charges or costs incurred by the Generator under any third party power sale, purchase or similar arrangements (whether actual, virtual, derivative or synthetic); and

(ii) reference in this definition to revenues, costs, incomes or gains (as the case may be) shall refer to revenues, costs, incomes or gains (as the case may be) attributable to the Facility (and not attributable to the Related Facility);

"**Delivery Body**" means the person from time to time responsible pursuant to section 12(1) of the EA 2013 for notifying the CfD Counterparty to offer and enter into FiT Contracts for Difference, acting in that capacity;

"**Designated Termination Date**" has the meaning given to that term in Condition 51.6(A);

"**DESNZ**" means the Department for Energy Security and Net Zero or, where the context requires, either of its predecessors the Department of Energy and Climate Change and the Department of Business, Energy and Industrial Strategy;

"**Devolved Legislation**" means any (i) Act of the Scottish Parliament; (ii) Act or Measure of Senedd Cymru; (iii) Scottish statutory instrument within the meaning of section 27 of the Interpretation and Legislative Reform (Scotland) Act 2010; or (iv) Welsh subordinate legislation within the meaning of s.3(2) of the Legislation (Wales) Act 2019;

"**Difference**" means, in respect of a Settlement Unit, an amount (expressed in pounds) calculated in accordance with the following formula:

$$\text{Difference} = MIN\left(SP_t - MRP_t, SP_t\right)$$

where:

$SP_t$ is the Strike Price in Settlement Unit (t); and

$MRP_t$ is the Market Reference Price applicable to Settlement Unit (t);

"**Difference Amount**" means:

(A) the Baseload Difference Amount, as such term is defined in Part 5A (*Payment calculations: Baseload Technologies*) (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) the Intermittent Difference Amount, as such term is defined in Part 5B (*Payment calculations: Intermittent Technologies*) (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Direct Agreement**" means an agreement in substantially the form set out in Annex 3 (*Form of Direct Agreement*), or in such other form as may be agreed by the CfD Counterparty (in its sole discretion);

"**Directive**" means, in relation to any Party, any ordinance, code, decision, directive, order, decree, regulation, determination, award, standard or rule of any Competent Authority:

(A) which is legally binding upon that Party or, if not legally binding upon that Party, with which that Party would ordinarily comply, acting (in the case of the Generator) in accordance with the Reasonable and Prudent Standard; and

(B) in circumstances in which the Generator is seeking to invoke the provisions of Part 8 (*Changes in Law*) or Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*, with which the Generator does comply or uses all reasonable endeavours to comply;

"**Directors' Certificate**" means a certificate signed by two (2) directors of the Generator or one (1) director of the Generator in the presence of a witness who attests the signature, such directors or director (as applicable) having made, and confirmed in the certificate as having made, all due and careful enquiries in relation to the information set out in such certificate (or set out in the notice, or enclosures or appendices to the notice, which such certificate is accompanying) and certifying that such information is in all material respects true, complete, accurate and not misleading, in each case by reference to the facts and circumstances then existing, provided that where any such information is provided by a third party that is not a holding company or subsidiary of the Generator or a Representative of any such party or the Generator and is marked as such, the certification of the director or directors (as applicable) of that information shall only extend to the certification that that information is in all material respects true, complete, accurate and not misleading to the best of his or their knowledge and belief having made all due and careful enquiries;

"**Discriminatory Change in Law**" means a Change in Law the terms of which specifically (and not merely indirectly or consequentially or by virtue of the disproportionate effect of any Change in Law that is of general application) apply to:

(A) the Project and not to the design, development, construction, conversion, installation, completion, testing, commissioning, operation, maintenance and decommissioning of any other project;

(B) the Facility and not to any other generating facility; or

(C) the Generator and not to any other person;

"**Dispute**" means any dispute or claim in any way relating to or arising out of the Contract for Difference or any other CfD Document, whether contractual or non-contractual (and including any dispute or claim regarding: (i) their existence, negotiation, validity or enforceability; (ii) the performance or non-performance of a Party's obligations pursuant to them; or (iii) breach or termination of any of them), but excluding any Metering Dispute;

"**Dispute Information**" has the meaning given to that term in Condition 57.7;

"**Dispute Notice**" has the meaning given to that term in Condition 57.3;

"**Dispute Resolution Procedure**" means the rules, obligations and procedures set out in Part 14 (*Dispute Resolution*) including the Arbitration Procedure and the Expert Determination Procedure but excluding the provisions of Condition 63 (*Metering Disputes*);

"**Distribution Code**" means the distribution code that a Licensed Distributor is required to prepare or maintain in force in a form approved by the Authority pursuant to Standard Condition 21 (*Distribution Code*) of a Distribution Licence;

"**Distribution Connection and Use of System Agreement**" means the agreement that a Licensed Distributor is required to prepare or maintain in force in a form approved by the Authority under Standard Condition 22 (*Distribution Connection and Use of System Agreement*) of a Distribution Licence;

"**Distribution Licence**" means a licence granted or treated as granted pursuant to section 6(1)(c) of the EA 1989;

"**Distribution System**" has the meaning given to that term in section 4(4) of the EA 1989;

"**Dual Scheme Facility**" means a Facility that is a Baseload Dual Scheme Facility or an Intermittent Dual Scheme Facility;

"**EA 1989**" means the Electricity Act 1989;

"**EA 2013**" means the Energy Act 2013;

"**EA 2013 Regulations**" means any statutory instruments made pursuant to any of Chapters 2, 4 and 5 (including the associated schedules to any of those chapters) of Part 2 of the EA 2013;

"**Effective Projected Generation**" has the meaning given to that term in Condition 34.32 or paragraph 3.26 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* (as the context requires);

"**EIR**" means the Environmental Information Regulations 2004, together with (where the context requires) any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body in relation to such legislation;

**"Electrical Energy Output"** means the electrical energy generated by a Generating Unit (measured at the point of generation);

"**Electrical Schematic Obligation**" has the meaning given to that term in Condition 31.9;

"**Electrical Schematic Obligation Notice**" has the meaning given to that term in Condition 31.19(A);

"**Electricity Storage**", in the electricity system, is the conversion of electrical energy into a form of energy which can be stored, the storing of that energy, and the subsequent reconversion of that energy back into electrical energy;

"**Electricity Storage Facility**" means a facility where Electricity Storage occurs or can occur and includes all assets performing or contributing to any such Electricity Storage;

"**Electricity Supplier**" has the meaning given to that term in section 9(10) of the EA 2013;

"**Eligibility Criteria**" means the eligibility criteria set out in the EA 2013 Regulations, in each case as applicable to the Facility, the Generator or the Project in relation to the Contract for Difference;

"**Eligible Generation Technology**" means a Generation Technology which is eligible for a FiT Contract for Difference, as specified in the EA 2013 Regulations (as in effect as at the Agreement Date);

"**Eligible Generator**" has the meaning given to that term in the EA 2013 Regulations;

"**Eligible Low Capacity Facility**" means a Facility: (i) which has an Initial Installed Capacity Estimate not greater than thirty (30) MW; and (ii) in respect of which the Facility Generation Technology is Offshore Wind, Onshore Wind, Remote Island Wind, Tidal Range, Tidal Stream or Wave;

"**Embedded Generator**" means an exemptible electricity generator whose electricity generating facility is not directly connected to the GB Transmission System;

"**Emergency De-energisation Instruction**" means an instruction issued by the Transmission System Operator requiring the Generator to:

(A) de-energise the Facility from the GB Transmission System in a controlled manner; or

(B) declare its Maximum Export Limit (as defined in the CUSC) in respect of the BM Unit(s) associated with the Facility to be zero and to maintain it at that level during the interruption period,

in each case in circumstances where, in the reasonable opinion of the Transmission System Operator: (i) the condition or manner of operation of any transmission plant or apparatus may cause damage or injury to any person or the GB Transmission System; (ii) if the Facility connected to such transmission plant or apparatus is not so de-energised then it is likely that the transmission plant or apparatus would automatically trip; and (iii) if such transmission plant or apparatus had tripped automatically then the Facility would, solely as a result of the de-energisation of transmission plant or apparatus, have been de-energised;

"**Energy Consultant**" means an internationally recognised, leading energy market consultancy firm (not being an affiliate of either Party or any other CfD Generator) experienced in advising clients in the UK electricity generation sector;

"**Environment Agencies**" means: (i) the Environment Agency in England; (ii) Natural Resources Wales; and (iii) the Scottish Environment Protection Agency;

"**ESO Licence**" means an electricity system operator licence (as defined in section 6(1)(da) EA 1989) granted or treated as granted under section 6(1) or section 6(1ZA) of the EA 1989;

"**Estimated Capacity Amount**" has the meaning given to that term in Condition 34.34 or paragraph 3.28 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (as the context requires);

"**Estimated Facility Generation**" has the meaning given to that term in Condition 34.33, paragraph 1 (*Definitions: Annex 1*) of Annex 1 (*Calculation of Termination Amount*) or paragraph 3.27 of Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* (as the context requires);

"**Estimated LAMO**" has the meaning given to that term in:

(A) Condition 10.3 (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) Condition 18.3 (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Estimated Output Billing Period**" has the meaning given to that term in:

(A) Condition 10.2 (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) Condition 18.2 (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Estimated Related Facility Capacity**" has the meaning given to it in Condition 89.1(A)(ii);

"**EUDN 2010/335**" means the Assimilated Version of the European Commission Decision 2010/335/EU as amended in Law from time to time;

"**European Union**" or "**EU**" means the European Union, established by the Treaty of the European Union signed at Maastricht on 7 February 1992 (as amended, supplemented or replaced by any later Treaty);

"**EUR 2010/995**" means the Assimilated Version of the EU Timber Regulation (EU) No. 995/2010) as amended in Law from time to time, including by S.I. 2019/473;

"**EUR 2013/543**" means the Assimilated Version of Commission Regulation (EU) No. 543/2013 as amended in Law from time to time, including by S.I. 2019/534;

"**EUR 2014/1307**" means the Assimilated Version of Commission Regulation (EU) No.1307/2014) as amended in Law from time to time;

"**EU(W)A 2018**" means the European Union (Withdrawal) Act 2018;

"**Excluded Change in Law**" means a Change in Law which is not a Qualifying Change in Law or a Sustainability Change in Law;

"**Excluded Information**" means Information:

(A) in, or which enters, the public domain otherwise than as a consequence of a breach of any provision of the Contract for Difference;

(B) properly in the possession of the recipient on a non-confidential basis and not, to the knowledge of the recipient, as a result of a breach by it, its Representatives or any third party of any duty of confidentiality attaching thereto prior to such Information being acquired by or provided to it; or

(C) the Sustainability Profiling Information (but only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

"**Existing Generating Assets**" means the assets (if any) specified as such in the CfD Agreement;

"**Expected Adjusted Facility Description Amendment Date**" has the meaning given to it in paragraph 9.1(G) of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Expected Physical Transition Date**" has the meaning given to it in paragraph 1 of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Expected QCiL Effective Date**" means the date on which a Qualifying Change in Law is expected to be implemented, occur or become effective;

"**Expert**" means any person appointed in accordance with the Expert Determination Procedure to determine an Expert Dispute;

"**Expert Appointment Date**" means the date on which an Expert is appointed to determine an Expert Dispute by means of an appointment letter entered into by such Expert and each of the Parties;

"**Expert Appointment Threshold**" has the meaning given to that term in Condition 40.7;

"**Expert Determination Notice**" has the meaning given to that term in Condition 59.1;

"**Expert Determination Procedure**" means the rules, obligations and procedures set out in Condition 59 (*Expert Determination Procedure*);

"**Expert Determination Response Notice**" has the meaning given to that term in Condition 59.3;

"**Expert Dispute**" means a Dispute which is referred for determination in accordance with the Expert Determination Procedure;

"**Expert Referral Date**" has the meaning given to that term in Condition 59.6(A);

"**Facility**" has the meaning given to that term in the CfD Agreement;

"**Facility BM Unit(s)**" means the BM Unit or BM Units related to the Facility;

"**Facility Generation Technology**" means, in respect of the Facility, the Eligible Generation Technology deployed by the Facility, as specified in the CfD Agreement (subject to Condition 1.16);

"**Facility Metering Equipment**" means: (i) the Metering Equipment measuring the flows of electricity associated with the Whole Facility, its Metering Systems and its associated BM Unit(s); and (ii) in the case of a Dual Scheme Facility, the Metering Equipment used to measure the Imported Input Electricity of the Generating Station;

"**Facility CIB Minimum Standards Performance Related Adjustment**" has the meaning given to it in Schedule 2 (*Clean Industry Bonus*);

"**Facility CIB Requirements Statement**" has the meaning given to it in Schedule 2 (*Clean Industry Bonus*);

"**Final Generation Tax Report**" means the report of the Energy Consultant referred to in Condition 42.18(B);

"**Final Installed Capacity**" has the meaning given to that term in Condition 7.1;

"**Final Installed Capacity Notice**" has the meaning given to that term in Condition 7.1;

"**Final Installed Capacity Response Notice**" has the meaning given to that term in Condition 7.4;

"**Final Installed Capacity Supporting Information**" has the meaning given to that term in Condition 7.4(B);

"**First Submission**" has the meaning given to that term in Condition 59.6(B);

"**First Submission Deadline**" has the meaning given to that term in Condition 59.6(B);

"**FiT CfD Application**" means the application by the Generator for the Contract for Difference in respect of the Facility received by the Delivery Body;

"**FiT CfD Application Date**" means the date the FiT CfD Application is received by the Delivery Body;

"**FiT Contract for Difference**" means: (i) a contract for difference (as such term is defined in section 6(2) of the EA 2013); or (ii) an investment contract (as such term is defined in Schedule 2 to the EA 2013);

"**FiT Market Reference Price**" means:

(A) the Baseload Market Reference Price, as such term is defined in Part 5A (*Payment calculations: Baseload Technologies*); and

(B) the Intermittent Market Reference Price, as such term is defined in Part 5B (*Payment calculations: Intermittent Technologies*);

"**Fitch Ratings**" means Fitch Ratings Limited, an English corporation, and any successor thereto;

"**Floating Offshore Wind**" has the meaning given to that term in the CfD Agreement;

"**FM Affected Party**" has the meaning given to that term in Condition 69.1;

"**FMS Procedures**" has the meaning given to that term in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**FMS Report**" has the meaning given to that term in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**FoIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act, together with (where the context requires) any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body in relation to such legislation;

"**FoIA Information**" means any information of whatever nature, however conveyed, and in whatever form, including written, oral and electronic and in visual or machine-readable form (including CD-ROM, magnetic and digital form);

"**Force Majeure**" means any event or circumstance including;

(A) any Change in Law (which expression, for the purposes of this definition, shall not include any Foreseeable Change in Law, and, in the period to the Start Date, shall include any change after the Agreement Date in the policy or guidance of any Competent Authority); and

(B) any event or circumstance resulting from any action or omission by or of any CfD Settlement Services Provider, any BSC Agent or a BSC Company,

provided that such event or circumstance:

(i) is beyond the reasonable control of the FM Affected Party or, if relevant, its Representatives (in the case of the Generator and its Representatives, acting and having acted in accordance with a Reasonable and Prudent Standard);

(ii) could not reasonably have been avoided or overcome by the FM Affected Party or its Representative (as appropriate); and

(iii) is not due to the FM Affected Party's fault or negligence (or that of its Representatives),

provided always that:

(a) neither non-availability of funds nor the lack of funds shall ever constitute Force Majeure; and

(b) no event or circumstance which has occurred before the FiT CfD Application Date of which, at or before the FiT CfD Application Date, the Generator or any of its Representatives either was aware, or (if it or they had made all due and careful enquiries and acted to a Reasonable and Prudent Standard) could be expected to have been aware, shall constitute a Force Majeure.

"**Forecast Data**" has the meaning given to that term in Condition 32.2;

"**Foreseeable Change in Law**" means, in respect of a Change in Law, that the relevant change:

(A) was published on or after 01 January 2000 but before the Agreement Date:

(i) in a draft Bill;

(ii) in a Bill;

(iii) in an Act of Parliament which had been enacted but which had not (in whole or in part) come into effect;

(iv) in Devolved Legislation which had not (as regards that Change in Law) come into effect;

(v) in draft subordinate legislation;

(vi) in draft Devolved Legislation;

(vii) in subordinate legislation which had not (as regards that Change in Law) come into effect;

(viii) in a draft Required Authorisation or Required Authorisation which had been made but which had not (as regards that Change in Law) come into effect;

(ix) in a draft Directive or in a Directive which had been made but which had not (as regards that Change in Law) come into effect;

(x) in a draft Treaty or other international agreement in relation to which His Majesty's Government of the United Kingdom had made a public statement (from which it had not prior to the Agreement Date publicly resiled) that it would be a signatory; or

(xi) in a Treaty or other international agreement to which the United Kingdom was a signatory but which had not (as regards that Change in Law) come into effect,

but only to the extent that the change has substantially the same effect as that which was contemplated in such publication and provided that the change shall not be deemed not to have substantially the same effect solely because it is enacted or brought into effect after the Agreement Date in a different form, or by a different person or Competent Authority, than when published before the Agreement Date.

(B) is contemplated in a proposal or option(s) which was (or were) published on or after 01 January 2000 but before the Agreement Date:

(i) in a consultation document of a Competent Authority and which is the stated preferred proposal (or, if only one (1) proposal was made, that proposal) of the Competent Authority (whether or not the Competent Authority is at the Agreement Date consulting (or has completed consulting) or considering (or has considered any) responses to the consultation), unless that proposal has been superseded by another

stated preferred proposal or formally withdrawn, or the Competent Authority has formally indicated that it does not intend to proceed with it; or

(ii) in a final modification report in respect of a relevant Industry Document,

but only to the extent that the change has substantially the same effect as that which was contemplated in such publication and provided that the change shall not be deemed not to have substantially the same effect solely because it is enacted or brought into effect after the Agreement Date in a different form, or by a different person or Competent Authority, than when published before the Agreement Date.

(C) results from the enactment and implementation of any part of Chapters 2, 4 and 5 (including the associated Schedules to any of those Chapters) of Part 2 of the EA 2013;

(D) occurs as a result of the amendment, supplement, termination, repeal, replacement or withdrawal of all or part of any document which is referred to in any Law, Directive, Industry Document or Required Authorisation in existence at the Agreement Date, provided that:

(i) a document setting out the nature of such amendment, supplement, termination, repeal, replacement or withdrawal (whether or not in draft) had been published on or before the Agreement Date; and

(ii) such amendment, supplement, termination, repeal, replacement or withdrawal has substantially the same effect as that so published;

(E) constitutes the re-enactment, re-making or similar of (in whole or in part) any Law, Directive, Industry Document or Required Authorisation, provided that the re-enacted, re-made or similar Law, Directive, Industry Document or Required Authorisation, as the case may be, has substantially the same effect as that of which it is a re-enactment, re-making or similar;

(F) implements or gives effect to (the whole or part of) any Treaty which has been published on or after 01 January 2000 but before the Agreement Date (and notwithstanding that implementation proposals and/or related sanctions for any part of the United Kingdom have not been published or have not (in whole or in part) come into effect on the Agreement Date), provided that the implementation proposals and/or related sanctions which come into effect in the United Kingdom (or relevant part thereof) have substantially the same application as the provision in the Treaty which it implements;

(G) results from any Required Authorisation or Directive obtained or made pursuant to or for the purposes of another Required Authorisation or Directive which has been made prior to or is in force on the Agreement Date (the "**First Required Authorisation or Directive**") unless the Generator is obliged to obtain such a Required Authorisation or Directive because of an unforeseeable amendment to the First Required Authorisation or Directive made after the Agreement Date;

(H) results from any exercise of the Royal Prerogative where such exercise has the same, or substantially the same effect, as that which was proposed on or after 01 January 2000 but before the Agreement Date;

(I) constitutes a change in the interpretation or application of a Law, Directive, Industry Document or Required Authorisation by any Competent Authority if such interpretation or application is in accordance with a proposal set out in a document (whether or not in draft) which was published on or after 01 January 2000 but before the Agreement Date and the change has substantially the same effect as that which was proposed in the document;

(J) results from legal proceedings:

(i) commenced;

(ii) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or

(iii) threatened (by issue of a formal written notice before action or similar),

against the Generator on or prior to the Agreement Date; or

(K) results from legal proceedings against the Facility (including legal proceedings against a Competent Authority in relation to a Required Authorisation) where, on or prior to the Agreement Date:

(i) notice of such proceedings had been published by the court, arbitral, or other tribunal, administrative or regulatory body, or, as the case may be, expert, hearing the legal proceedings;

(ii) the Generator had been informed of such proceedings by any party to the legal proceedings, or by the court, arbitral or other tribunal, administrative or regulatory body, or, as the case may be, expert hearing the legal proceedings; or

(iii) such proceedings were (a) commenced, (b) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert, or (c) threatened (by issue of a formal written notice before action or similar); and, in each case, the Generator was aware, or could reasonably be expected to have become aware of such proceedings;

(L) results from an application for Relevant Court Proceedings in respect of the grant of any of the Relevant Applicable Planning Consents, made within the Judicial Window; or

(M) where the Facility is an Unconsented Project, is the grant or refusal of any of the Relevant Applicable Planning Consents,

provided always that a Change in Law which imposes a requirement that the Facility permanently ceases operation shall not be a Foreseeable Change in Law;

"**Fuelling Criteria**" has the meaning given to that term in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Fully Adjusted Metered Output**" has the meaning given to that term in:

(A) Condition 10.1 (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) Condition 18.1 (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Further CP Provisions**" means all of the provisions of the Contract for Difference other than the Agreement Date Provisions and the Initial CP Provisions;

"**Further CP Response Notice**" has the meaning given to that term in Condition 3.11(C)(ii);

"**Further Milestone Assessment Response Notice**" has the meaning given to that term in Condition 4.4(C)(ii);

"**Further RCE Response Notice**" has the meaning given to that term in Condition 5.5(C)(ii);

"**GB Transmission System**" means the system consisting (wholly or mainly) of high voltage electric lines owned or operated by Transmission Licensees or operated by the Transmission System Operator within Great Britain, in the territorial sea adjacent to Great Britain and in any Renewable Energy Zone designated under section 84(4) of the Energy Act 2004 that is used for the transmission of electricity from one (1) generating station to a substation or to another generating station or between substations or to or from any interconnector;

"**General Amendment**" means any Proposed Amendment which:

(A) is a Technical Amendment; and

(B) the CfD Counterparty proposes be effected in respect of either:

(i) all Applicable FiT Contracts for Difference to which the CfD Counterparty is a party at the time the Amendment Notification in respect of the Proposed Amendment is given; or

(ii) all Applicable FiT Contracts for Difference of a particular category to which the CfD Counterparty is a party at the time the Amendment Notification in respect of the Proposed Amendment is given,

in each case, other than any FiT Contract for Difference to which Annex 2 (*Change Control Procedure*) is expressed not to apply;

"**General Amendment Classification Dispute**" has the meaning given to that term in paragraph 2.9(B)(i) of Annex 2 (*Change Control Procedure*);

"**Generating Station**" means an installation comprising the Whole Facility and one (1) or more other Generating Units (other than an interconnector and even where those Generating Units are situated separately) which (i) are not connected to and do not form part of the Facility BM Unit(s) and (ii) the CfD Counterparty considers (acting reasonably) as being managed as, or comprising, one (1) generating station or one (1) generating site;

"**Generating Unit**" means any Apparatus which produces electricity, including wind turbines, generation engines, solar panels and inverters, and other analogous Apparatus for other generating technologies;

**"Generating Unit Meter"** means, in relation to a Generating Unit, metering equipment measuring the flows of electricity associated with that Generating Unit;

"**Generation Licence**" means an electricity generation licence granted or treated as granted pursuant to section 6(1)(a) of the EA 1989 that authorises a person to generate electricity;

"**Generation Tax**" means a tax or a levy, duty or impost in the nature of tax that is imposed by His Majesty's Government of the United Kingdom (or which His Majesty's Government of the United Kingdom has formally required a UK Competent Authority to charge) specifically and directly on electricity generators;

"**Generation Tax Change in Law**" means:

(A) the coming into effect, amendment, supplement, termination, repeal, replacement or withdrawal of or to any Generation Tax; or

(B) a change in the interpretation or application of any Generation Tax by any UK Competent Authority,

in each case after the Agreement Date and which is not a Foreseeable Change in Law, but shall exclude any general taxes, levies, duties or imposts on gross or net Income, Profits or Gains or any indirect taxes, levies, duties or imposts;

"**Generation Tax Effective Date**" means, in respect of a Generation Tax Change in Law, the date from which the Generation Tax Liability or, as the case may be, increase in the Generation Tax Liability resulting from such Generation Tax Change in Law is incurred by the Generator;

"**Generation Tax Information Request**" has the meaning given to that term in Condition 42.15(A);

"**Generation Tax Liability**" means:

(A) the liability of the Generator to make actual payments of Generation Tax in respect of the Facility, in which event the amount of the relevant Generation Tax Liability shall be the actual amount paid;

(B) the loss to the Generator of, or a reduction to the Generator in the amount of, a right to repayment of Tax to which it would otherwise have been entitled but for such amount being set off against any liability of the Generator to make an actual payment of Generation Tax in respect of the Facility, in which event the amount of the relevant Generation Tax Liability shall be the amount of the repayment which would otherwise have been received but for such set-off; and

(C) the loss of, or a reduction in the amount of, any Tax Relief of the Generator by reason of the use of that Tax Relief to reduce or eliminate what would otherwise have been a liability of the Generator to make an actual payment of Generation Tax in respect of the Facility, where the use of that Tax Relief by the Generator is either automatic or required by law, in which event the amount of the relevant Generation Tax Liability shall be the value of such Tax Relief as determined by the CfD Counterparty, acting reasonably and having regard to the amount of Tax which could have been saved by the Generator if the Tax Relief had not been lost or reduced and the time at which such saving would have been realised;

"**Generation Tax Preliminary Matters**" has the meaning given to that term in Condition 42.7;

"**Generation Tax Report**" means in respect of a Generation Tax Change in Law: (i) the Preliminary Generation Tax Report; and/or (ii) the Final Generation Tax Report, in each case, commissioned by the CfD Counterparty in respect of such Generation Tax Change in Law pursuant to Part 9 (*Generation Tax*) and, where the context so requires or admits, includes any similar report of an energy consultant under any other FiT Contract for Difference in respect of such Generation Tax Change in Law;

"**Generation Technology**" means a generation technology deployed by a generating facility;

"**Generator**" has the meaning given to that term in the CfD Agreement;

"**Generator Confidential Information**" means:

(A) all Information which is confidential or proprietary in nature and which relates (directly or indirectly) to the Generator, the Facility or the Project which the CfD Counterparty (or its Representatives) receives or has received from:

(i) the Generator (or its Representatives); or

(ii) any third party who receives or has received such Information from the Generator (or its Representatives) in connection with the Contract for Difference,

in each case including any Information which the CfD Counterparty prepares which contains or makes explicit reference to such Information or from which such Information is readily ascertainable;

(B) without prejudice to the generality of paragraph (A) above, all Information relating to:

(i) any QCiL Compensation or QCiL True-Up Compensation, including all Information relating to or arising from negotiations, discussions and correspondence in respect of any such QCiL Compensation or QCiL True-Up Compensation; and

(ii) any SCiL Compensation or SCiL True-Up Compensation, including all Information relating to or arising from negotiations, discussions and correspondence in connection with any such SCiL Compensation or SCiL True-Up Compensation (provided that this paragraph (ii) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement); and

(C) any Information which relates to or arises from negotiations, discussions and correspondence in connection with the Contract for Difference,

but excluding in each case all Excluded Information;

"**Generator GT Claim Notice**" has the meaning given to that term in Condition 43.3;

"**Generator GT Claim Notice Information Request**" has the meaning given to that term in Condition 43.9;

"**Generator GT Notice**" has the meaning given to that term in Condition 42.1;

"**Generator GT Notice Information Request**" has the meaning given to that term in Condition 42.4;

"**Generator Information and Monitoring System Remediation Notice**" has the meaning given to that term in Condition 31.27;

"**Generator Information and Monitoring System Remediation Notice Information Request**" has the meaning given to that term in Condition 31.28;

"**Generator Metering Remediation Notice**" has the meaning given to that term in Condition 31.5(C);

"**Generator Metering Remediation Notice Information Request**" has the meaning given to that term in Condition 31.6;

"**Generator Permitted Purpose**" means:

(A) complying with the Generator's responsibilities and obligations, and exercising the Generator's rights, powers and discretions, under or in connection with the Contract for Difference or any other CfD Document; and

(B) complying with the Generator's responsibilities and obligations under or by virtue of the EA 2013, any other Law, or any Directive, policy or guidance;

"**Generator QCiL Notice**" has the meaning given to that term in Condition 33.8;

"**Generator QCiL Notice Information Request**" has the meaning given to that term in Condition 33.11;

"**Generator QCiL Response Notice**" has the meaning given to that term in Condition 33.2;

"**Generator QCiL Response Notice Information Request**" has the meaning given to that term in Condition 33.6;

"**Generator QCiL True-Up Notice**" has the meaning given to that term in Condition 36.8;

"**Generator QCiL True-Up Notice Information Request**" has the meaning given to that term in Condition 36.11;

"**Generator QCiL True-Up Response Notice**" has the meaning given to that term in Condition 36.3;

"**Generator QCiL True-Up Response Notice Information Request**" has the meaning given to that term in Condition 36.6;

"**Generator QCPC Information Request**" has the meaning given to that term in Condition 48.5;

"**Generator Repeating Representations**" means each of the representations and warranties set out in Condition 28.1 (other than in Conditions 28.1(G) and 28.1(H));

"**Generator SCiL Notice**" has the meaning given to that term in paragraph 2.8 of Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*;

"**Generator SCiL Response Notice**" has the meaning given to that term in paragraph 2.2 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Government Entity**" means:

(A) any department, non-departmental public body, authority or agency of His Majesty's Government of the United Kingdom or the Crown;

(B) any of His Majesty's Secretaries of State and any other Minister of the Crown;

(C) any body corporate established by statute, some or all of the members of which are appointed by a Secretary of State or Minister of the Crown; and

(D) any other entity or person directly or indirectly wholly owned by, or held on trust for, any of the foregoing;

"**Greenhouse Gas**" has the meaning given to it in section 92(1) of the Climate Change Act 2008;

"**Grid Code**" means the grid code that is provided for in Condition E3 (*Grid Code*) of the ESO Licence;

"**Group**" means, in respect of any Party, its subsidiaries, subsidiary undertakings, associated undertakings and any holding company of the Party and all other subsidiaries, subsidiary undertakings and associated undertakings of any such holding company from time to time;

"**GT Dispute Determination**" has the meaning given to that term in Condition 42.11(C);

"**GT Strike Price Adjustment**" has the meaning given to that term in Condition 43.1;

"**Head End System**" means the CfD Counterparty's system for monitoring Electrical Energy Output and collecting Information and Monitoring System Data produced and made available by the Generator;

"**Hybrid BM Unit**" means a BM Unit (or BM Units) comprising:

(A) the Facility; and

(B) assets (including Generating Units) which are used (or intended to be used) to generate and deliver electricity which are not part of the Facility;

"**Hybrid Facility Generating Unit(s)**" means all the Generating Units that form part of the Facility and the Related Facility;

"**Hybrid Metering Approval Date**" has the meaning given to it under Condition 89.6(A);

"**Hybrid Metering Commissioning Window**" means the period between (i) Hybrid Metering Physical Transition Date and (ii) the Hybrid Metering Longstop Date;

"**Hybrid Metering Conditions**" has the meaning given to it under paragraph 2 of Annex 9 (Hybrid Metering – Transition and Amendment));

"**Hybrid Metering Conditions Notice**" has the meaning given to it under paragraph 7.1 of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Hybrid Metering Conditions Response Notice**" has the meaning given to it under paragraph 7.3 of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Hybrid Metering Implementation Date**" has the meaning given to it under paragraph 7.3(A) of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Hybrid Metering Notice**" has the meaning given to it under Condition 89.1;

"**Hybrid Metering Physical Transition Date**" means the first date on which the Related Facility is connected to and capable of exporting electrical output through the Facility BM Unit(s);

"**Hybrid Metering Response Notice**" has the meaning given to it under Condition 89.3;

"**Hybrid Metering Longstop Date**" means the date falling six (6) months from the Hybrid Metering Physical Transition Date, as such date may be extended day for day for each day of delay to the Hybrid Metering Implementation Date by reason of a Force Majeure in respect of which the Generator is the FM Affected Party but only to the extent that the Generator has satisfied the requirements and conditions of Condition 69 to be entitled to such extension;

"**ICE Adjustment Deadline**" has the meaning given to that term in Condition 6.1;

"**ICE Adjustment Notice**" has the meaning given to that term in Condition 6.1;

"**Imbalance Charges**" means costs and charges incurred by or for the account of the Generator pursuant to the Balancing Mechanism by reason of its contracted volumes not matching its metered volumes in relation to output from the Facility, and at the Agreement Date includes the Daily Party Energy Imbalance Cashflow;

"**Imported Allowance Adjustment Amount**" has the meaning given to that term in Condition 13.7(B);

"**Imported Electricity Allowance**" means:

(A) in respect of a Baseload Dual Scheme Facility, an amount of electricity (expressed in MWh) calculated by the CfD Counterparty in accordance with Condition 13 (*Baseload Dual Scheme Facilities*); and

(B) in respect of an Intermittent Dual Scheme Facility, an amount of electricity (expressed in MWh) calculated by the CfD Counterparty in accordance with Condition 19 (*Intermittent Dual Scheme Facilities*);

"**Imported Input Electricity**" means, in respect of a Generating Station, all electricity (expressed in MWh) imported from a Transmission System or from a Distribution System to that Generating Station, as measured at the Boundary Point;

"**Income, Profits or Gains**" includes any income, profits or gains which are deemed to be earned, accrued or received by the Generator for the purposes of any Tax;

"**Indexation Adjustment**" has the meaning given to that term in:

(A) Condition 14.2 (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) Condition 20.2 (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Indexation Anniversary**" has the meaning given to that term in:

(A) Condition 14.3 (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) Condition 20.3 (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Indexed Base Year Strike Price**" means an amount (expressed in £/MWh) calculated in accordance with the following formula:

$$SP_{IB} = \Pi_t \times SP_{base}$$

where:

$SP_{IB}$ is the Indexed Base Year Strike Price;

$\Pi_t$ is the Inflation Factor; and

$SP_{base}$ is the Initial Strike Price;

"**Industry Documents**" means all agreements, codes, standards and instruments regulating the generation, transmission, distribution, supply or trading of electricity in Great Britain, including the Grid Code, the SOTO Code, the BSC, the Code Subsidiary Documents, the CUSC, any Distribution Code, any Distribution Connection and Use of System Agreement and any other connection or use of system agreement with a Transmission Licensee or Licensed Distributor and "**Industry Document**" shall be construed accordingly;

"**Inflation Factor**" means:

(A) in the absence of any re-basing of the CPI which has taken effect prior to the relevant Indexation Anniversary in respect of each Settlement Unit (t):

$$\Pi_t = \frac{CPI_t}{CPI_{base}}$$

where:

$\Pi_t$ is the Inflation Factor;

$CPI_t$ denotes the CPI for January of the relevant calendar year or, where the CPI for January is not published by the first (1st) day of the Summer Season in such calendar year, the Reference CPI, which is applicable to the Settlement Unit (t); and

$CPI_{base}$ denotes the Base Year CPI; or

(B) if the CPI is re-based and such re-basing has taken effect prior to the Indexation Anniversary, in respect of each Settlement Unit (t):

$$\Pi_t = \frac{CPI_t^{new}}{CPI_{base}^{old}} \times \frac{CPI_b^{old}}{CPI_b^{new}}$$

where:

| | |
|---|---|
| $\Pi_t$ | is the Inflation Factor; |
| $CPI_t^{new}$ | is the CPI applicable to Settlement Unit (t), using the new (re-based) index; |
| $CPI_{base}^{old}$ | is the Base Year CPI, using the original index; |
| $CPI_b^{old}$ | is the CPI in the month in which the re-basing has occurred, using the original index; and |
| $CPI_b^{new}$ | is the CPI in the month in which the re-basing has occurred, using the new (re-based) index; |

"**Information**" means any information of whatever nature and in whatever form, including written, oral and electronic and in visual or machine-readable form (including CD-ROM, magnetic and digital form) and, in relation to any obligation of any person to provide information pursuant to the Contract for Difference or any other CfD Document, shall be limited to such information that is within the control of that person, and for these purposes information shall be deemed to be within the control of a person if: (i) it is within the possession of such person; (ii) such person has a right to possession of it; or (iii) such person has a right to inspect or take copies of it;

"**Information and Monitoring System**" means a supervisory control and data acquisition ("**SCADA**") system and related metering and data processing software and equipment (including Generating Unit Meters) in respect of the Whole Facility, that is capable of collecting Information and Monitoring System Data and which (via a suitable interface with the Head End System) enables the Head End System to remotely access such Information and Monitoring System Data, in each case no later than one (1) Business Day after the relevant Billing Period to which such data relates;

"**Information and Monitoring System Audit Right**" has the meaning given to that term in Condition 31.31;

"**Information and Monitoring System Audit Notice**" has the meaning given to that term in Condition 31.32;

"**Information and Monitoring System Audit Termination Event**" means an event as set out in Condition 31.36;

"**Information and Monitoring System Breach Notice**" has the meaning given to that term in Condition 31.24;

"**Information and Monitoring System Breach Response Notice Period**" has the meaning given to that term in Condition 31.25;

"**Information and Monitoring System Compliance Termination Event**" means an event as set out in Condition 31.30;

"**Information and Monitoring System Data**" means data about Electrical Energy Output in respect of each Settlement Unit that is suitable for the purpose of calculating the LAMO Apportionment Factor applicable to such Settlement Unit;

"**Information and Monitoring System Obligation**" has the meaning given to that term in Condition 31.21;

"**Information and Monitoring System Purposes**" means enabling and assisting the CfD Counterparty (including by way of audit, check, examination or inspection):

(A) to calculate the LAMO Apportionment Factors; and

(B) to verify that all of the Information and Metering System Data used or to be used for the purposes of calculating the LAMO Apportionment Factors for each Billing Period is accurate, complete and not misleading;

"**Information and Monitoring System Remediation Plan**" means a plan developed by the Generator setting out appropriate milestones and actions (acting to a Reasonable and Prudent Standard) to be taken to remedy a breach of an Information and Monitoring System Obligation;

"**Initial Collateral Repayment Date**" means, in respect of any Collateral Posting Notice, the date falling twelve (12) months after the Collateral Posting Date specified in such notice;

"**Initial Conditions Precedent**" means the conditions precedent set out in Part A of Schedule 1 (*Conditions Precedent*) and "**Initial Condition Precedent**" shall be construed accordingly;

"**Initial CP Provisions**" means Part 4 (*Adjustments to Installed Capacity Estimate*), Conditions 31.13 to 31.20 (inclusive), Part 8 (*Changes in Law*); Part 9 (*Generation Tax*), Part 10 (*TLM(D)*), Part 11 (*Curtailment*), Schedule 2 (*Clean Industry Bonus*), Annex 4 (*BMRP*), Annex 5 (*IMRP*), Part D of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) and Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Initial Installed Capacity Estimate**" has the meaning given to that term in the CfD Agreement;

"**Initial Milestone Delivery Date**" has the meaning given to that term in the CfD Agreement;

"**Initial Strike Price**" has the meaning given to that term in the CfD Agreement;

"**Initial Target Commissioning Window**" has the meaning given to that term in the CfD Agreement;

"**Initial TLM(D) Charge**" has the meaning given to that term in the CfD Agreement;

"**Inside Information**" has the meaning given to it in Article 7(1) of Regulation (EU) 596/2014 (as that instrument forms part of assimilated law) and secondary legislation made under it ("**UK MAR**)";

"**Installed Capacity**" means the capacity of the Facility (expressed in MW) were it to be operated at optimal operating conditions at the Facility on a continual basis for a sustained period at the maximum capacity possible without causing damage to it, net of:

(A) all electrical loads required so to operate the Facility and/or deliver electricity; and

(B) all electrical losses that would be incurred from the Generating Unit(s) to the Metering Equipment at the Boundary Point in so operating the Facility and/or delivering electricity),

assuming any source of power used by the Facility to generate electricity was available to it without interruption, and provided that, where a Facility uses combined heat and power, the capacity of the Facility shall be determined by reference to a condition where any reduction of heat generation would not result in any increase in electrical generation;

"**Installed Capacity Estimate**" means the Generator's estimate of the Installed Capacity from time to time, being the Initial Installed Capacity Estimate as may be adjusted pursuant to Condition 5 *(Adjustment to Installed Capacity Estimate: Relevant Construction Event and Relevant Planning Restriction*) and Condition 6 (*Adjustment to Installed Capacity Estimate: Permitted reduction*);

"**Intellectual Property Rights**" means:

(A) all intellectual property rights, including patents, trade marks, rights in designs, know-how, copyrights and database rights and topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world; and

(B) all data and Information (whether or not Confidential Information);

"**Interest Rate Methodology**" means the average of the Bank of England Sterling Overnight Index Average (**SONIA**) Compounded Index, plus 1 percentage point, from the date the Generator receives the Subsidy for the period interest is required to run under Condition 32.11, and subject to Condition 32.11(C);

"**Intermittent Dual Scheme Facility**" means a Facility that is stated to be an Intermittent Dual Scheme Facility in the CfD Agreement;

"**Investor**" means any person who holds any indirect or direct legal, beneficial or equitable interest in the equity share capital (or other economic interests) in the Generator and/or the holding company of the Generator;

"**Judicial Window**" means, in relation to an application for Relevant Court Proceedings, the applicable time limit for application, being at the FiT CfD Application Date:

(A) the period of six (6) weeks after the grant or refusal of the Relevant Applicable Planning Consent, in the case of an application to which paragraph 5 of Rule 54.5 of the Civil Procedure Rules applies;

(B) the period of six (6) weeks after the grant or refusal of the Relevant Applicable Planning Consent, in the case of an application to which Section 3A of the Marine (Scotland) Act 2010 applies; or

(C) the period of three (3) months after the grant or refusal of the Relevant Applicable Planning Consent, in the case of any other application;

"**KYC Information Response Notice**" has the meaning given to that term in Condition 32.1A;

"**KYC Notice**" has the meaning given to that term in Condition 79.10 (*KYC Notification*);

"**LAMO Apportionment Factor**" means, in respect of each Settlement Unit within a Billing Period:

(A) where a Hybrid Metering Physical Transition Date has not occurred, 1; or

(B) where a Hybrid Metering Physical Transition Date has occurred, a figure calculated as follows:

$$LAMO\ Apportionment\ Factor = \frac{\Sigma FO}{\Sigma HFO}$$

where:

ΣFO is the sum of the Electrical Energy Output of each of the Facility Generating Units; and

ΣHFO is the sum of the Electrical Energy Output of each of the Hybrid Facility Generating Units;

"**Law**" means:

(A) any Act of Parliament, any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;

(B) any exercise of the Royal Prerogative;

(C) any provision of Devolved Legislation whose subject matter falls within what was, immediately before IP Completion Day (as defined in s.39 European Union (Withdrawal Agreement) Act 2020), an area of exclusive or shared competence within the meaning of Articles 2, 3, 4 and 6 of the Treaty on the Functioning of the European Union;

(D) any assimilated law,

in each case in (A) to (D) (inclusive) in the United Kingdom (or part thereof), including Scotland and Wales; and

(E) to the extent directly binding on and/or enforceable by or against private persons within the United Kingdom any obligations arising from or provided for in a Treaty or other international agreement to which the United Kingdom is a signatory;

"**LCIA**" means the London Court of International Arbitration;

"**LCIA Arbitration Rules**" means the arbitration rules published under that name by the LCIA;

"**Legal Reservations**" means: (i) the principle that equitable remedies may be granted or refused at the discretion of a court; (ii) the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors; (iii) the time barring of claims pursuant to applicable limitation laws; (iv) defences of setoff or counterclaim; and (v) similar principles, rights and defences available at law;

"**Lender**" means any bank or financial institution (excluding any direct or indirect shareholder of the Generator) which provides debt financing or refinancing in relation to the Facility;

"**Letter of Credit**" means an unconditional, irrevocable standby letter of credit denominated in pounds in form and content reasonably satisfactory to the CfD Counterparty which is issued by a Qualifying Issuer and which shall be available for payment at a UK branch of such Qualifying Issuer in favour of the CfD Counterparty or its designee;

"**Letter of Credit Details Notice**" has the meaning given to that term in Condition 55.3(B);

"**Licensed Distributor**" means a person who is authorised pursuant to a Distribution Licence to distribute electricity, acting in that capacity;

**"Long Period"** has the meaning given to that term in the definition of ACT Efficiency Period;

"**Longstop Date**" means the last day of the Longstop Period following the final day of the Target Commissioning Window, as such last day of the Longstop Period may be extended day for day for each day of delay to the Project by reason of:

(A) a Force Majeure in respect of which the Generator is the FM Affected Party but only to the extent that the Generator has satisfied the requirements and conditions of Condition 69 and this definition to be entitled to such extension;

(B) any failure by any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO to carry out in a timely manner any required system reinforcement or connection works specified in the construction agreement attributable to the Facility and to which any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO is a party;

(C) where (i) the Facility Generation Technology is Offshore Wind or Onshore Wind; and (ii) a Radar Mitigation Scheme Agreement is in effect, the Ministry of Defence having not confirmed the availability of suitable mitigation measures in accordance with the terms of the Radar Mitigation Scheme Agreement; or

(D) where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind), the Project having been impacted by the extension of the Milestone Delivery Date for the reason in paragraph (D) of the definition of Milestone Delivery Date,

in the case of delays caused by the reasons in (B) and (C), except to the extent that such failure or non-confirmation (as the case may be) is due to the fault or negligence of the Generator or its Representatives and in the case of delays caused by the reasons in (B), (C) or (D), provided that:

(i) the Generator gives notice as soon as reasonably practicable to the CfD Counterparty of the nature and extent of the failure, non-confirmation or impact (as the case may be); and

(ii) there shall be no extension for any day of delay to the Project that could have been avoided by the Generator and its Representatives using reasonable endeavours (i) to mitigate the effects of such failure, non-confirmation or impact (as the case may be) (including delay to the Project); (ii) to carry out its obligations under the Contract for Difference and each other CfD Document in any way that is reasonably practicable; and (iii) to resume the performance of its obligations under the Contract for Difference and each other CfD Document as soon as reasonably practicable;

"**Longstop Period**" has the meaning given to that term in the CfD Agreement or such longer period that results from an extension in accordance with the definition of "**Longstop Date**";

"**Loss Adjusted Metered Output**" means:

(A) if the Facility is not a Dual Scheme Facility, the BM Unit Metered Volume for the Whole Facility in respect of a Settlement Unit as measured by the Facility Metering Equipment, adjusted for: (i) the transmission loss multiplier allocated in accordance with the BSC; or (ii) any new or substituted multiplier or factor which is in the nature of, or similar to, a transmission loss multiplier;

(B) if the Facility is a Dual Scheme Facility, the BM Unit Metered Volume in respect of a Settlement Unit as measured by the Facility Metering Equipment less the Imported Electricity Allowance of the Whole Facility in respect of such Settlement Unit (as determined in accordance with Condition 13 (*Baseload Dual Scheme Facilities*) if the Facility is a Baseload Dual Scheme Facility or Condition 19 (*Intermittent Dual Scheme Facilities*) if the Facility is an Intermittent Dual Scheme Facility), such net amount being adjusted for: (i) the transmission loss multiplier allocated in accordance with the BSC; or (ii) any new or substituted multiplier or factor which is in the nature of, or similar to, a transmission loss multiplier;

"**Main Interconnected Transmission System**" has the meaning given to that term in the Contracts for Difference (Allocation) Regulations 2014 (as at the Agreement Date);

"**Market Reference Price**" means:

(A) the Baseload Market Reference Price, as such term is defined in Part 5A (*Payment calculations: Baseload Technologies*) (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) the Intermittent Market Reference Price, as such term is defined in Part 5B (*Payment calculations: Intermittent Technologies*) (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Market Supply Agreement**" means an agreement between the Generator and a counterparty in relation to the Facility pursuant to which the counterparty agrees to purchase the electricity generated by the Facility for a defined period;

"**Material Adverse Effect**" means, in respect of any Party, a material adverse effect on the ability of that Party to perform or comply with its obligations under the Contract for Difference or any other CfD Document;

"**Material Amendment**" means any Proposed Amendment which would (taking into account, in the case of a Proposed Amendment providing for more than one (1) amendment, the net aggregate effect of all the Proposed Amendments contained within the relevant Amendment Notification) have an adverse effect on: (i) the revenues and/or costs of the Generator which are not fully compensated; or (ii) the overall balance of risks, benefits and liabilities of the Generator, in each case, pursuant to the Contract for Difference;

"**Material Amendment Agreement**" has the meaning given to that term in paragraph 2.5 of Annex 2 (*Change Control Procedure*);

"**Material Amendment Response Notification**" has the meaning given to that term in paragraph 2.2(B) of Annex 2 (*Change Control Procedure*);

"**Material Equipment**" has the meaning given to that term in the section of Part B of Annex 5 of the CfD Agreement which is expressed to apply to the Facility Generation Technology (provided that this definition shall not apply to the Contract for Difference if the Facility Generation Technology is Geothermal);

"**Material Generation Technologies**" means a Generation Technology that accounts from time to time for at least one per cent. (1%) of all installed generation capacity (expressed in MW) in the United Kingdom;

"**Maximum Contract Capacity**" means the Installed Capacity Estimate and, subject to and in accordance with the provisions of Condition 7 (*Final Installed Capacity; Maximum Contract Capacity*), the Final Installed Capacity;

"**Merchant Capacity Assets**" means all assets comprised in the Related Facility which are not Related Facility CfD Assets;

"**Metering Access Right**" has the meaning given to that term in Condition 31.13;

"**Metering Access Termination Event**" means an event as set out in Condition 31.19;

"**Metering Breach Notice**" has the meaning given to that term in Condition 31.2;

"**Metering Breach Response Notice**" has the meaning given to that term in Condition 31.3;

"**Metering Breach Response Notice Period**" has the meaning given to that term in Condition 31.3;

"**Metering Compliance Obligation(s)**" has the meaning given to that term in Condition 31.1;

"**Metering Dispute**" has the meaning given to that term in Condition 23.5;

"**Metering Inspection Notice**" has the meaning given to that term in Condition 31.14;

"**Metering Remediation Plan**" means a plan developed by the Generator setting out appropriate milestones and actions to be taken to remedy a breach of a Metering Compliance Obligation which: (i) is consistent with its obligations pursuant to the BSC; and (ii) has been approved, signed and dated by a BSC Company;

"**Milestone Assessment Response Notice**" has the meaning given to that term in Condition 4.3;

"**Milestone Delivery Date**" means the Initial Milestone Delivery Date, as such date may be extended day for day for each day of delay to the Project by reason of:

(A) a Force Majeure in respect of which the Generator is the FM Affected Party but only to the extent that the Generator has satisfied the requirements and conditions of Condition 69 and this definition to be entitled to such extension;

(B) any failure by any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO to carry out in a timely manner any required system reinforcement or connection works specified in the construction agreement attributable to the Facility and to which any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO is a party;

(C) where (i) the Facility Generation Technology is Offshore Wind or Onshore Wind; and (ii) a Radar Mitigation Scheme Agreement is in effect, the Ministry of Defence having not confirmed prior to the Milestone Delivery Date the availability of suitable mitigation measures in accordance with the terms of the Radar Mitigation Scheme Agreement; or

(D) where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind), either of the following in respect of a Relevant Applicable Planning Consent:

(i) such Relevant Applicable Planning Consent having not been granted or having been quashed or refused (as applicable) prior to the Milestone Delivery Date; or

(ii) an application for Relevant Court Proceedings or an appeal having been made in respect of the grant, quashing or refusal (as applicable) of such Relevant Applicable Planning Consent within (as applicable) the Judicial Window or the applicable time limit for appeal,

in the case of delays caused by the reasons in (B), (C) and (D), except to the extent that such failure, non-confirmation, non-grant or application (as the case may be) is due to the fault or negligence of the Generator or its Representatives and provided that:

(a) the Generator gives notice as soon as reasonably practicable to the CfD Counterparty of the nature and extent of the failure or non-confirmation (as the case may be);

(b) there shall be no extension for any day of delay to the Project that could have been avoided by the Generator and its Representatives using reasonable endeavours: (1) to mitigate the effects of such failure, non-confirmation, non-grant or application (as the case may be) (including delay to the Project); (2) to carry out its obligations under the Contract for Difference and each other CfD Document in any way that is reasonably practicable; and (3) to resume the performance of its obligations under the Contract for Difference and each other CfD Document as soon as reasonably practicable;

(c) without limitation to (b), there shall be no extension for any day of delay to the Project that could have been avoided by the Generator and its Representatives pursuing and/or conducting (1) the application for and grant of Relevant Applicable Planning Consents, and (2) any Relevant Court Proceedings in respect of the grant of Relevant Applicable Planning Consents or Relevant Court Proceedings or appeal in respect of the quashing or refusal of Relevant Applicable Planning Consents, in each case with reasonable diligence and in accordance with the Reasonable and Prudent Standard; and

(d) reference to delays caused by the reasons in (D) shall not include any delay by reason of the grant of a Relevant Applicable Planning Consent being quashed or refused, save to the extent that, and for so long as, (1) such quashing or refusal is or may be the subject of an application for Relevant Court Proceedings made within the Judicial Window; or (2) the outcome of Relevant Court Proceedings applied for within the Judicial Window is or

may be the subject of an appeal process initiated within the applicable time limit.

"**Milestone Requirement**" has the meaning given to that term in Condition 4.1;

"**Milestone Requirement Notice**" has the meaning given to that term in Condition 4.1;

"**Moody's**" means Moody's Investors Service, Inc., a Delaware corporation and any successor thereto;

"**Mutual Appointment Decision**" has the meaning given to that term in Condition 60.4;

"**Negative Price Period**" means:

(A) the Baseload Negative Price Period, as such term is defined in Part 5A (*Payment calculations: Baseload Technologies*) (provided that this paragraph (A) shall apply only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) the Intermittent Negative Price Period, as such term is defined in Part 5B (*Payment calculations: Intermittent Technologies*) (provided that this paragraph (B) shall apply only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Net Payable Amount**" means, in respect of a Billing Period, the amount calculated in accordance with Condition 22.7;

"**Non-NPA Payment Cure Period**" has the meaning given to that term in Condition 53.1(B)(ii);

"**Notified Change in Law**" means a Change in Law which constitutes: (i) a Qualifying Change in Law and to which a CfD Counterparty QCiL Notice, a Generator QCiL Notice or a Generator QCiL Response Notice relates; or (ii) a Sustainability Change in Law and to which a CfD Counterparty SCiL Notice, a Generator SCiL Notice or a Generator SCiL Response Notice relates;

"**NPA Payment Cure Period**" has the meaning given to that term in Condition 53.1(B)(i);

"**Offshore Transmission System**" has the meaning given to that term in the Grid Code and shall include Offshore Transmission System User Assets;

"**Offshore Transmission System User Assets**" has the meaning given to that term in the Grid Code;

"**OFTO**" means the holder of an offshore transmission licence granted or treated as granted pursuant to section 6(1)(b) of the EA 1989, acting in that capacity;

"**Operational Conditions Precedent**" means the Further Conditions Precedent set out in paragraph 2 of Part B of Schedule 1 (*Conditions Precedent*) and any additional conditions precedent stated in the CfD Agreement to apply in respect of the Contract for

Difference and which are expressed to be Operational Conditions Precedent, and "**Operational Condition Precedent**" shall be construed accordingly;

"**Operational CP Non-Compliance Notice**" has the meaning given to that term in Condition 3.12;

"**Operational CP Notice**" has the meaning given to that term in Condition 3.8(B);

"**Operational CP Supporting Information**" has the meaning given to that term in Condition 3.10(B);

"**Other Change in Law**" means a Change in Law made by His Majesty's Government of the United Kingdom or which His Majesty's Government of the United Kingdom has formally required a Competent Authority to make and which in either such case has an undue (being not objectively justifiable) discriminatory effect on the out-of-pocket costs incurred or saved by the Generator or the Project when compared with the out-of-pocket costs incurred or saved as a result of such Change in Law by:

(A) all generators which operate generating facilities deploying one (1) or more Material Generation Technologies;

(B) all other generators which operate generating facilities deploying the same Generation Technology as the Facility Generation Technology;

(C) all generators which operate generating facilities deploying a Generation Technology other than the Facility Generation Technology; or

(D) all generators which operate generating facilities the output of which is not subject to a FiT Contract for Difference,

in each case in the United Kingdom, provided that the fact that a Change in Law has a disproportionate effect shall not, of itself, mean that it is discriminatory;

"**Other Deepwater Offshore Wind**" has the meaning given to that term in the CfD Agreement;

"**Other Subsidy**" has the meaning given to that term in Condition 32.13(A)(i);

"**Partial Curtailment**" means, in respect of any period, the prevention, restriction or reduction by, or on the instruction of, the Transmission System Operator of the export from the Facility to the GB Transmission System of some (but not all) of the electricity which the Facility is otherwise able to generate and export during the relevant period, and the period of any Partial Curtailment shall include, subject as provided below, the minimum period of time (determined by reference to a Reasonable and Prudent Standard) that the Facility takes to ramp up and down in response to the relevant prevention, restriction, reduction or instruction, as the case may be, provided that:

(A) the Facility shall not be considered to be otherwise able to generate and export electricity in circumstances where the Facility has been prevented from generating or has been restricted in its generation due to the exercise of powers by a relevant Competent Authority as a result of any matter relating to non-

compliance with any Required Authorisation or (where a Hybrid Metering Physical Transition Date has occurred) any Related Facility Required Authorisation; and

(B) there shall be no Partial Curtailment during any period in which the export of electricity from the Facility is prevented, restricted or reduced as a result of:

(i) any unplanned Transmission System outage or System Restoration or any Emergency De-energisation Instruction;

(ii) a breach or default by the Generator or any of its Representatives of the Contract for Difference, any Law or Directive, any Industry Document or any Required Authorisation;

(iii) a failure by the Generator or any of its Representatives to act in accordance with a Reasonable and Prudent Standard;

(iv) where a Hybrid Metering Physical Transition Date has occurred:

(a) breach or default by a Related Facility Owner or any of the Related Facility Representatives of any Law or Related Facility Directive, any Industry Document or any Related Facility Required Authorisation;

(b) a failure by the Related Facility Owner or any of the Related Facility Representatives to act in accordance with a Reasonable and Prudent Standard, and for these purposes reference in the defined term Reasonable and Prudent Standard to:

(1) directives shall mean Related Facility Directives; and

(2) required Authorisations shall mean Related Facility Required Authorisations; or

(v) any matter relating to health, safety, security or environment at or with respect to the Whole Facility (but not as a result of any such matter at or with respect to the GB Transmission System),

and "**Partially Curtailed**" shall be construed accordingly;

"**Partial Curtailment Compensation**" means, in respect of any Qualifying Partial Curtailment the amount actually received or receivable by the Generator (or its nominee) in respect of such Qualifying Partial Curtailment (expressed in pounds);

"**Partial Curtailment Compensation Excess**" means, in respect of any Qualifying Partial Curtailment where the Partial Curtailment Compensation is greater than the Defined Partial Curtailment Compensation in respect of such Qualifying Partial Curtailment, the amount of the excess (expressed in pounds);

"**Partial Curtailment Compensation Shortfall**" means, in respect of any Qualifying Partial Curtailment, where the Partial Curtailment Compensation is less than the Defined

Partial Curtailment Compensation in respect of such Qualifying Partial Curtailment, the amount of the shortfall (expressed in pounds);

"**Party**" means a party to the Contract for Difference;

"**Payment Disruption Event**" means a material disruption to those payment systems or to those financial markets which are, in each case, required to operate in order for payments or transfers of money to be made pursuant to the Contract for Difference which the PDE Affected Party (or, if relevant, its Representatives) could not reasonably have overcome and which is not due to the PDE Affected Party's fault or negligence (or that of its Representatives);

"**Payment Failure**" means a failure by the Generator to pay a Net Payable Amount in accordance with Condition 23.1 (except to the extent that such failure is due to the occurrence of a Payment Disruption Event and the Generator, as the PDE Affected Party, has complied with Condition 68.2 but irrespective of whether or not the Generator has paid any such Net Payable Amount within the applicable NPA Payment Cure Period);

"**PDE Affected Party**" has the meaning given to that term in Condition 68.1;

"**PDE Obligations**" has the meaning given to that term in Condition 68.1;

**"Physical Separation Requirement"** has the meaning given to that term in Condition 32A.2;

**"Planning Matters"** means, in respect of an Unconsented Project, the matters referred to in paragraph 9(B) of Part B (*Technology Specific Project Commitments*) of Annex 5 (*Project Commitments*) of the CfD Agreement;

**"Planning Restriction"** means a condition or requirement of a Relevant Applicable Planning Consent;

"**Posted Collateral**" means the aggregate amount of all Acceptable Collateral transferred or delivered by or on behalf of the Generator in accordance with the Contract for Difference from time to time to the extent that the same has not been: (i) returned to the Generator by or on behalf of the CfD Counterparty pursuant to the provisions of Part 13 (*Credit Support*); or (ii) subject to a Posted Collateral Demand;

"**Posted Collateral Demand**" has the meaning given to that term in Condition 56.10;

"**Post-Tax Real Discount Rate**" has the meaning given to that term in the CfD Agreement;

"**Pre-Start Date Termination Date**" has the meaning given to that term in Condition 51.1(F)(iii)(b)(1);

"**Pre-Start Date Termination Notice**" has the meaning given to that term in Condition 51.1;

"**Preliminary Annual QCPC Report**" has the meaning given to that term in Condition 48.1;

"**Preliminary Generation Tax Report**" means the report of the Energy Consultant referred to in Condition 42.18(A);

"**Previous Subsidy**" has the meaning given to that term in Condition 3.29(A)(i);

"**Proceedings**" means any proceeding, suit or action relating to or arising out of a Dispute, the Contract for Difference or any other CfD Document but excluding any Metering Dispute;

"**Project**" means (subject to Condition 1.21(C) if the Facility is a Repowering Facility) the design, development, construction, conversion, installation, completion, testing, commissioning, operation, maintenance and decommissioning of the Facility;

"**Project Commitments**" has the meaning given to that term in the CfD Agreement;

"**Proposed Amendment**" has the meaning given to that term in paragraph 2.1(A) of Annex 2 (*Change Control Procedure*);

"**Proposed Amendment Effective Date**" has the meaning given to that term in paragraph 2.1(B) of Annex 2 (*Change Control Procedure*);

"**Proposed CiAL Expert**" has the meaning given to that term in Condition 40.3(A);

**"PSR Audit Notice"** has the meaning given to that term in Condition 32A.8;

**"PSR Audit Right"** has the meaning given to that term in Condition 32A.7;

**"PSR Audit Right Termination Event"** means an event as set out in Condition 32A.12;

**"PSR Non-compliance Termination Event"** has the meaning given to that term in Condition 32A.6;

**"PSR Non-compliance Notice"** has the meaning given to that term in Condition 32A.4;

**"Purification Unit"** means a mechanical device (other than one used wholly or mainly for the purpose of removing ash) that removes solids, liquids, gases or vapours from an Advanced Fuel;

"**QCiL Adjusted Revenues Payment**" has the meaning given to that term in Condition 34.1(C);

"**QCiL Capex Payment**" has the meaning given to that term in Condition 34.1(B);

"**QCiL Capital Costs**" means QCiL Costs that relate to the acquisition, disposal, modification or construction of any asset in respect of the Project (including costs of site preparation, initial delivery and handling costs, installation and assembly costs, costs incurred in testing whether the asset is functioning properly and professional fees, in each case which are directly associated with the acquisition, modification or construction of the relevant asset);

"**QCiL Capital Savings**" means QCiL Savings that relate to the acquisition, disposal, modification or construction of any asset in respect of the Project (including costs of site preparation, initial delivery and handling costs, installation and assembly costs, costs incurred in testing whether the asset is functioning properly and professional fees, in each case which are directly associated with the acquisition, modification or construction of the relevant asset);

"**QCiL Compensation**" means: (i) a QCiL Opex Payment; (ii) a QCiL Capex Payment; (iii) a QCiL Adjusted Revenues Payment; (iv) a QCiL Construction Event Payment; (v) a QCiL Operations Cessation Event Payment; and (vi) any combination of any of the foregoing;

"**QCiL Compensation Date**" has the meaning given to that term in Condition 35.1;

"**QCiL Compensation Termination Date**" has the meaning given to that term in Condition 51.10;

"**QCiL Compensation Termination Notice**" has the meaning given to that term in Condition 51.10;

"**QCiL Construction Event**" means a Qualifying Change in Law which is implemented, occurs or becomes effective after the Agreement Date and before the Start Date and which will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from Commissioning the whole of the Facility by virtue of the necessary construction, conversion, installation, testing, completion or commissioning of the Facility becoming illegal;

"**QCiL Construction Event Costs**" means, in relation to a QCiL Construction Event, all irrecoverable and unavoidable out-of-pocket costs (including QCiL Tax Liabilities) which have been, will be or are reasonably likely to be incurred in respect of the Project by the Generator arising directly from such QCiL Construction Event occurring, if and to the extent that such costs constitute:

(A) development and pre-development costs in respect of the Facility (including: (i) the costs of surveys and environmental impact assessments in respect of the Facility; (ii) costs incurred in satisfying the Eligibility Criteria with respect to the allocation of the Contract for Difference; and (iii) costs incurred in obtaining planning permission for the Facility);

(B) decommissioning costs in respect of the Facility;

(C) break costs associated with the Generator's contractual or financing arrangements in respect of the Facility; or

(D) costs which are wholly attributable to the construction, conversion, installation, testing, completion or commissioning of the Facility,

but excluding: (1) all other compensation which will be or which is reasonably likely to be payable by the Generator in connection with such QCiL Construction Event; (2) all costs associated with the Generator's financing arrangements in respect of the Project

(including all interest incurred in respect of such financing arrangements) except where expressly specified in any of paragraphs (A) to (D) above; and (3) (if the Facility is a Repowering Facility) all costs associated with decommissioning of the Existing Generating Assets;

"**QCiL Construction Event Payment**" has the meaning given to that term in Condition 34.1(D);

"**QCiL Construction Event Savings**" means, in relation to a QCiL Construction Event, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Generator arising directly from such QCiL Construction Event occurring, but (if the Facility is a Repowering Facility) excluding all savings associated with decommissioning of the Existing Generating Assets;

"**QCiL Costs**" means, in relation to a Qualifying Change in Law, all out-of-pocket costs (including QCiL Tax Liabilities) which have been, will be or are reasonably likely to be incurred in respect of the Project by the Generator arising directly as a result or in anticipation of such Qualifying Change in Law being implemented, occurring or becoming effective, but excluding: (i) any Termination Amount; (ii) all costs incurred in respect of the agreement or determination of the amount of the Termination Amount; (iii) all costs associated with the Generator's financing arrangements in respect of the Project (including interest incurred in respect of such financing arrangements); and (iv) (if the Facility is a Repowering Facility) all costs associated with decommissioning of the Existing Generating Assets;

"**QCiL Effective Date**" means the date on which a Qualifying Change in Law has been implemented, has occurred or has become effective;

"**QCiL Net Capital Costs**" means, if QCiL Capital Costs exceed QCiL Capital Savings in respect of a Qualifying Change in Law, the QCiL Capital Costs less the QCiL Capital Savings;

"**QCiL Net Capital Savings**" means, if QCiL Capital Savings exceed QCiL Capital Costs in respect of a Qualifying Change in Law, the QCiL Capital Savings less the QCiL Capital Costs;

"**QCiL Net Operating Costs**" means, if QCiL Operating Costs exceed QCiL Operating Savings in respect of a Qualifying Change in Law, the QCiL Operating Costs less the QCiL Operating Savings;

"**QCiL Net Operating Savings**" means, if QCiL Operating Savings exceed QCiL Operating Costs in respect of a Qualifying Change in Law, the QCiL Operating Savings less the QCiL Operating Costs;

"**QCiL Operating Costs**" means all QCiL Costs other than QCiL Capital Costs;

"**QCiL Operating Savings**" means all QCiL Savings other than QCiL Capital Savings;

"**QCiL Operations Cessation Event**" means:

(A) a Qualifying Change in Law which is implemented, occurs or becomes effective on or after the Start Date and which will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from operating the whole of the Facility by virtue of such operation becoming illegal; or

(B) a Qualifying Shutdown Event which occurs on or after the Start Date;

"**QCiL Operations Cessation Event Costs**" means, in relation to a QCiL Operations Cessation Event, all irrecoverable and unavoidable out-of-pocket costs (including QCiL Tax Liabilities and break costs associated with the Generator's contractual or financing arrangements in respect of the Facility) which have been, will be or are reasonably likely to be incurred in respect of the Project by the Generator arising directly from such QCiL Operations Cessation Event occurring, but excluding: (i) all other compensation which will be or which is reasonably likely to be payable by the Generator in connection with such QCiL Operations Cessation Event; (ii) all costs, other than break costs, associated with the Generator's financing arrangements in respect of the Project (including all interest incurred in respect of such financing arrangements); and (iii) (if the Facility is a Repowering Facility) all costs associated with decommissioning of the Existing Generating Assets;

"**QCiL Operations Cessation Event Payment**" has the meaning given to that term in Condition 34.1(E);

"**QCiL Operations Cessation Event Savings**" means, in relation to a QCiL Operations Cessation Event, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Generator arising directly from such QCiL Operations Cessation Event occurring, but (if the Facility is a Repowering Facility) excluding all savings associated with decommissioning of the Existing Generating Assets;

"**QCiL Opex Payment**" has the meaning given to that term in Condition 34.1(A);

"**QCiL Response Information**" has the meaning given to that term in Condition 33.2;

"**QCiL Savings**" means, in relation to a Qualifying Change in Law, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Generator arising directly as a result or in anticipation of such Qualifying Change in Law being implemented, occurring or becoming effective, but (if the Facility is a Repowering Facility) excluding all savings associated with decommissioning of the Existing Generating Assets;

"**QCiL Strike Price Adjustment**" means any QCiL Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"**QCiL Supporting Information**" has the meaning given to that term in Condition 33.8;

"**QCiL Tax**" means any Tax other than any Tax on gross or net Income, Profits or Gains, save to the extent that the rate at which such Tax on gross or net Income, Profits or Gains is chargeable has been introduced or amended by a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be;

"**QCiL Tax Liability**" means:

(A) a liability of the Generator to make an actual payment of a QCiL Tax to a tax authority; and

(B) the loss to the Generator of, or a reduction to the Generator in the amount of, a right to repayment of Tax to which it would otherwise be entitled but for such amount being set off against any liability of the Generator to make an actual payment of QCiL Tax;

"**QCiL Termination Date**" has the meaning given to that term in Condition 51.8;

"**QCiL Termination Notice**" has the meaning given to that term in Condition 51.8;

"**QCiL True-Up Compensation**" means the adjustment to the QCiL Compensation which is necessary to reflect the QCiL True-Up Information;

"**QCiL True-Up Information**" has the meaning given to that term in Condition 36.1;

"**QCiL True-Up Response Information**" has the meaning given to that term in Condition 36.3;

"**QCiL True-Up Strike Price Adjustment**" means any QCiL True-Up Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"**QSE Notice**" has the meaning given to that term in Condition 37.1;

"**Qualifying Change in Law**" means: (i) a Discriminatory Change in Law; (ii) a Specific Change in Law; or (iii) an Other Change in Law, which, in each case, is not a Foreseeable Change in Law and, provided that no decision by any Subsidy Control Competent Authority in respect of the application of the Subsidy Control Rules to the Contract for Difference or FiT Contracts for Difference (including the annulment, invalidation, suspension, revocation, modification or replacement of any prior decision pursuant to such rules) shall constitute a Qualifying Change in Law;

"**Qualifying CPC Event**" means: (i) a Qualifying Curtailment; or (ii) a Qualifying Partial Curtailment;

"**Qualifying Curtailment**" means, in relation to any Contract Year, a Curtailment in respect of which the following conditions are satisfied:

(A) a change in the Law is made by His Majesty's Government of the United Kingdom after the Agreement Date (whether or not in the relevant Contract Year) such that the co-ordination and direction of electricity on to and over the GB Transmission System by the Transmission System Operator is no longer required to be conducted in a manner designed to ensure that the costs of such coordination

and direction are minimised on a national or wider basis having regard (but not limited) to:

(i) the overall physical constraints applicable to the GB Transmission System; and

(ii) the technical operating characteristics and parameters of electricity generating plant connected to the GB Transmission System;

(B) in the relevant Contract Year:

(i) the Generator is prevented by the rules or regulations applicable to the Balancing Mechanism from making a bid (howsoever described) under the Balancing Mechanism to restrict the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Curtailment Compensation in respect of such Curtailment;

(ii) the Generator has made a bid (howsoever described) under the Balancing Mechanism to restrict the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Curtailment Compensation in respect of such Curtailment but the operation of the bid-offer regime (howsoever described) under the Balancing Mechanism is such that, if the bid is accepted, the Generator (or its nominee) would not receive an amount at least equal to the Defined Curtailment Compensation in respect of such Curtailment;

(iii) there is no Balancing Mechanism pursuant to which bids (howsoever described) to restrict an electricity generating plant's output may be made, in respect of such Curtailment; or

(iv) the Generator is prevented by Law or regulation from making a bid (howsoever described) under the Balancing Mechanism to restrict the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Curtailment Compensation, in respect of such Curtailment,

and the relevant event or circumstance would not have occurred but for the relevant change in the Law referred to in paragraph (A) above;

(C) the Curtailment in such Contract Year would not have occurred but for the change in the Law referred to in paragraph (A) above; and

(D) the Generator (or its nominee) in relation to the Facility receives an amount less than the Defined Curtailment Compensation in respect of the relevant Curtailment, and this would not have occurred but for the relevant change in the Law referred to in paragraph (A) above;

"**Qualifying Issuer**" means: (i) a bank or financial institution having a minimum short-term rating of A-1 with Standard and Poor's, P-1 with Moody's or F1 with Fitch; or (ii) such other bank or financial institution, having such minimum rating as the CfD Counterparty may consent to or specify from time to time;

"**Qualifying Partial Curtailment**" means, in relation to any Contract Year, a Partial Curtailment in respect of which the following conditions are satisfied:

(A) a change in the Law is made by His Majesty's Government of the United Kingdom after the Agreement Date (whether or not in the relevant Contract Year) such that the co-ordination and direction of electricity on to and over the GB Transmission System by the Transmission System Operator is no longer required to be conducted in a manner designed to ensure that the costs of such co-ordination and direction are minimised on a national or wider basis having regard (but not limited) to:

(i) the overall physical constraints applicable to the GB Transmission System; and

(ii) the technical operating characteristics and parameters of electricity generating plant connected to the GB Transmission System;

(B) in the relevant Contract Year:

(i) the Generator is prevented by the rules or regulations applicable to the Balancing Mechanism from making a bid (howsoever described) under the Balancing Mechanism to reduce the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Partial Curtailment Compensation in respect of such Partial Curtailment;

(ii) the Generator has made a bid (howsoever described) under the Balancing Mechanism to reduce the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Partial Curtailment Compensation in respect of such Partial Curtailment but the operation of the bid-offer regime (howsoever described) under the Balancing Mechanism is such that, if the bid is accepted, the Generator (or its nominee) would not receive an amount at least equal to the Defined Partial Curtailment Compensation in respect of such Partial Curtailment;

(iii) there is no Balancing Mechanism pursuant to which bids (howsoever described) to reduce an electricity generating plant's output may be made in respect of such Partial Curtailment; or

(iv) the Generator is prevented by Law or regulation from making a bid (howsoever described) under the Balancing Mechanism to reduce the Facility's output in an amount or at a level which would result in it (or its nominee) receiving an amount at least equal to the Defined Partial Curtailment Compensation in respect of such Partial Curtailment,

and the relevant event or circumstance would not have occurred but for the relevant change in the Law referred to in paragraph (A) above;

(C) the Partial Curtailment in such Contract Year would not have occurred but for the change in the Law referred to in paragraph (A) above and there is no voluntary agreement relating to Partial Curtailment in place with the Generator; and

(D) the Generator (or its nominee) in relation to the Facility receives an amount less than the Defined Partial Curtailment Compensation in respect of the relevant Partial Curtailment, and this would not have occurred but for the relevant change in the Law referred to in paragraph (A) above;

"**Qualifying Shutdown Event**" means:

(A) His Majesty's Government of the United Kingdom or the Secretary of State or any other Minister of the Crown or any department of His Majesty's Government of the United Kingdom (each, a "**Government Authority**"): (i) applying, implementing or changing the Law which is in force from time to time; (ii) applying or exercising its powers under such Law; or (iii) applying, implementing and/or changing policy or guidance which has effect from time to time;

(B) the exercise of powers by a UK Competent Authority, where such exercise of powers was required by a direction made under statutory powers by a Government Authority; or

(C) the exercise of powers by a UK Competent Authority, where the UK Competent Authority has not acted independently of a Government Authority in such exercise of powers, and for this purpose a UK Competent Authority shall be deemed to have acted independently of a Government Authority unless such exercise of powers was procured by the Government Authority,

other than any application, implementation, change, exercise of powers or other action required by, or necessary for compliance with, international or EU law, policy or guidance (provided such international or EU law, policy or guidance was not promoted by such Government Authority and, in relation to any international or EU law, policy or guidance proposed after the Agreement Date, such Government Authority has used its reasonable endeavours to prevent the adoption of such international or EU law, policy or guidance (such reasonable endeavours not to include an obligation on any Government Authority to take legal proceedings to challenge such adoption)), and which the Generator is able to demonstrate to the satisfaction of an English court of competent jurisdiction: (i) imposes a requirement that permanently prevents the whole of the Facility from operating; or (ii) is the refusal or the failure to give approval, for a period in excess of twenty-four (24) months, to a request for consent to any re-start of the whole of the Facility, (each, a "**Shutdown Event**") unless, in any such case, the Shutdown Event was for reasons:

(i) relating to or in connection with matters of health, safety, security, environment, transport or damage to property (the "**Relevant Matters**") affecting (directly or indirectly): (1) the Facility or the generation of electricity therefrom; (2) the Generator; (3) the land on which the Facility is situated; (4) the management of any of (1) to (3); or (5) the generation

of electricity using the same Generation Technology as the Facility (whether in the UK or elsewhere), but in this case, provided the Relevant Matters also relate or apply to one (1) or more of (1) to (4), where at the time of the Shutdown Event it was justifiable in the circumstances as they related or applied to the relevant one(s) of (1) to (5) to prevent the operation, or refuse to consent to any re-start, of the whole of the Facility;

(ii) arising out of, in connection with, or resulting from the negligence, breach or fault of, or a failure to act in accordance with a Reasonable and Prudent Standard by, the Generator or any of its Representatives where at the time of the Shutdown Event it was justifiable in the circumstances to prevent the operation, or refuse to consent to any re-start, of the whole of the Facility; or

(iii) relating to any decision by any Subsidy Control Competent Authority in respect of the application of the Subsidy Control Rules in the Contract for Difference or FiT Contracts for Difference (including the annulment, invalidation, revocation, modification, suspension or replacement of any prior decision pursuant to such rules);

**"Radar Mitigation Scheme Agreement"** means an agreement between the Ministry of Defence and the Generator relating, inter alia, to the identification, testing, and implementation of potential measures to mitigate the adverse effects of the Facility on Ministry of Defence air defence radars;

"**RCE-Adjusted Installed Capacity Estimate**" has the meaning given to that term in Condition 5.1(A)(ii);

"**RCE Deadline**" has the meaning given to that term in Condition 5.1;

"**RCE Notice**" has the meaning given to that term in Condition 5.1;

"**RCE Response Notice**" has the meaning given to that term in Condition 5.4;

"**RCE Supporting Information**" has the meaning given to that term in Condition 5.4;

"**RPR-Adjusted Installed Capacity Estimate**" has the meaning given to that term in Condition 5.11;

"**RPR Notice**" has the meaning given to that term in Condition 5.11;

"**RPR Response Notice**" has the meaning given to that term in Condition 5.13;

"**RPR Supporting Information**" has the meaning given to that term in Condition 5.13;

"**Reasonable and Prudent Standard**" means the standard of a person seeking in good faith to comply with its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person complying with all applicable Laws, Directives, Industry Documents and Required

Authorisations and engaged in the same type of undertaking under the same or similar circumstances and conditions;

"**Reconciliation Amount**" has the meaning given to that term in Condition 22.5;

"**Reconciliation Billing Period**" has the meaning given to that term in Condition 22.6;

"**Reduced Output Period**" has the meaning given to that term in Condition 34.3 or paragraph 3.3 of Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* (as the context requires);

"**Reference CPI**" means the most recently published CPI;

"**Related Facility**" means all assets (including all Generating Units but excluding all assets forming part of an Electricity Storage Facility) which are used (or intended to be used) to generate or deliver electricity and which connect to or form part of the Facility BM Unit(s) but excluding the Facility;

"**Related Facility Amendment Notice**" has the meaning given to it in paragraph 9 of Annex 9 (Hybrid Metering – Transition and Amendment);

"**Related Facility Capacity**" means the Installed Capacity of the Related Facility, provided that for these purposes reference in the defined term Installed Capacity to the Facility shall be deemed to mean the Related Facility;

"**Related Facility CfD Assets**" means all assets comprised in the Related Facility which are part of a "Facility", as that term is defined in any other FiT Contract for Difference;

"**Related Facility Contractor**" means any contractor, sub-contractor, consultant, or adviser of or to a Related Facility Owner or any Related Facility Representative;

"**Related Facility Directive**" means, in relation to any Related Facility Owner, any ordinance, code, decision, directive, order, decree, regulation, determination, award, standard or rule of any Competent Authority which is legally binding upon that Related Facility Owner or, if not legally binding upon that Related Facility Owner, with which that Related Facility Owner would ordinarily comply, acting in accordance with the Reasonable and Prudent Standard, and for these purposes reference in the defined term Reasonable and Prudent Standard to:

(A) Directives shall mean Related Facility Directives; and

(B) Required Authorisations shall mean Related Facility Required Authorisations;

"**Related Facility Owner**" means any person which is a legal or beneficial owner of the Related Facility and/or operates the Related Facility;

"**Related Facility Representatives**" means in respect of a Related Facility Owner:

(A) its directors, officers or employees;

(B) any of its Contractors, agents, consultants and advisers which are engaged in connection with the Related Facility; and

(C) the directors, officers, employees, agents, consultants and advisers of any of its Contractors which are engaged in connection with the Related Facility,

"**Related Facility Required Authorisation**" means each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from any Competent Authority required to enable the design, development, construction, conversion, installation, completion, testing, commissioning, operation, maintenance and/or decommissioning of any part of the Related Facility;

**"Relevant Applicable Planning Consents"** means the Applicable Planning Consents that are needed for the Relevant Works in respect of the Facility;

"**Relevant Construction Event**" means a Construction Event:

(A) of which no generator acting in accordance with a Reasonable and Prudent Standard and having made all due and careful enquiries would have been aware, and of which the Generator was not aware, at the FiT CfD Application Date; and

(B) which renders the development, completion, construction, conversion, installation or commissioning of the Facility to meet the Installed Capacity Estimate uneconomic;

**"Relevant Court Proceedings"** means a judicial review or a statutory appeal in relation to the grant or refusal of any Relevant Applicable Planning Consents;

"**Relevant Planning Restriction**" means a Planning Restriction:

(A) which the Generator and its Representatives acting in accordance with a Reasonable and Prudent Standard and having made all due and careful enquiries could not reasonably have foreseen or anticipated, and had not foreseen or anticipated, at the FiT CfD Application Date; and

(B) which renders the development, completion, construction, conversion, installation or commissioning of the Facility to meet a proportion (but not all) of the Installed Capacity Estimate unviable;

"**Relevant Works**" has the meaning given to that term in the Contracts for Difference (Allocation) Regulations 2014 (as at the Agreement Date);

"**Renewable Qualifying Multiplier**" has the meaning given to that term in paragraph 2.1 of Part E of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Replacement Collateral Notice**" has the meaning given to that term in Condition 55.3;

"**Replacement Collateral Repayment Date**" means, in circumstances in which any Payment Failure occurs after the date of a Collateral Posting Notice but before the Initial

Collateral Repayment Date specified in such notice, the date falling twelve (12) months after the last day of the NPA Payment Cure Period applicable to the Net Payable Amount to which such Payment Failure relates;

"**Repowering Facility**" means a Facility specified as a Repowering Facility in the CfD Agreement;

"**Representatives**" means:

(A) in respect of the CfD Counterparty:

(i) its directors, officials, officers, employees, agents, consultants and advisers; and

(ii) the CfD Settlement Services Provider and its directors, officers, employees, agents, consultants and advisers;

(B) in respect of the Generator:

(i) its directors, officers or employees;

(ii) any of its Contractors, agents, consultants and advisers which are engaged in connection with the Project, the Contract for Difference or any other CfD Document; and

(iii) the directors, officers, employees, agents, consultants and advisers of any of its Contractors which are engaged in connection with the Project, the Contract for Difference or any other CfD Document;

(C) in respect of any Government Entity, its directors, officials, officers, employees, agents, consultants and advisers; or

(D) in respect of any other person, its directors, officers, officials, employees, agents, consultants and advisers;

"**Requested Milestone Supporting Information**" has the meaning given to that term in Condition 4.3(B);

"**Request for Information**" means: (i) a request for information (as such term is defined in section 8 of the FoIA); (ii) a request that environmental information (as such term is defined in the EIR) be made available pursuant to the EIR; or (iii) any apparent request for information under the FoIA or the EIR;

"**Required Authorisation**" means (subject to Condition 1.21(D) if the Facility is a Repowering Facility), in relation to the Generator, each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from any Competent Authority required to enable the Generator:

(A) to perform and comply with its obligations under the Contract for Difference and the other CfD Documents; and

(B) (other than for the purposes of Conditions 28.1(E) and 30.1(B)) to design, develop, construct, convert, install, complete, test, commission, operate, maintain and decommission the Facility,

provided that Relevant Applicable Planning Consents shall, for the purposes of Conditions 28.1 and 30.1, be deemed not to be Required Authorisations that are required to be obtained by the Generator by the Agreement Date where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind) and:

(i) such Relevant Applicable Planning Consents have not been granted or have been quashed or refused (as applicable); or

(ii) an application for Relevant Court Proceedings or an appeal has been made in respect of the grant, quashing or refusal (as applicable) of such Relevant Applicable Planning Consents within (as applicable) the Judicial Window or the applicable time limit for appeal;

"**Required CiL Amendment**" means any such amendment or supplement to the Contract for Difference which is, as a direct result of a Change in Applicable Law being implemented, occurring or becoming effective, necessary to ensure that the Required CiL Amendment Objectives are met (provided that any such amendment or supplement shall not affect either: (i) the commercial intent of the Contract for Difference; or (ii) the overall balance of risk, rights and obligations between the Parties, in each case as provided for in the Contract for Difference);

"**Required CiL Amendment Objectives**" means that: (i) the Contract for Difference continues in force; and (ii) no provision of the Contract for Difference is rendered illegal, invalid, unenforceable or inoperable*;*

"**Required Installed Capacity**" has the meaning given to that term in the CfD Agreement;

"**Required Number of Settlement Units**" means:

(A) twelve (12) Settlement Units, if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) five (5) Settlement Units, if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Required Operational Life"** means, in respect of a Repowering Project, twenty-five (25) years less a period equal to the amount of time between the start of the Initial Target Commissioning Window and the Target Commissioning Date;

"**Required Percentage**" means:

(A) fifty per cent. (50%), if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(B) fifty per cent. (50%), if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Reserve Account**" means a bank account in the United Kingdom specified by the CfD Counterparty in a Collateral Posting Notice and to which Acceptable Collateral (in the form of cash) is to be transferred;

"**Resolution Period**" has the meaning given to that term in Condition 58.1(A);

"**Respondent**" has the meaning given to that term in Condition 59.3;

"**Response Submission**" has the meaning given to that term in Condition 59.6(C);

"**Revised Annual QCPC Information**" has the meaning given to that term in Condition 48.4(B);

"**Revised Generator GT Claim Information**" has the meaning given to that term in Condition 43.8(B);

"**Revised Generator GT Information**" has the meaning given to that term in Condition 42.3(B);

"**Revised Generator QCiL Information**" has the meaning given to that term in Condition 33.10(B);

"**Revised Generator QCiL Response Information**" has the meaning given to that term in Condition 33.5(B);

"**Revised Generator QCiL True-Up Information**" has the meaning given to that term in Condition 36.10(B);

"**Revised Generator QCiL True-Up Response Information**" has the meaning given to that term in Condition 36.5(B);

"**Revised ICE**" has the meaning given to that term in Condition 6.1(A)(ii);

"**RQM Adjustment Amount**" means an amount (expressed in pounds) in respect of a Settlement Unit calculated by the CfD Counterparty in accordance with Condition 11.3;

"**RQM Calculation Methodology**" means the methodology for calculating the Renewable Qualifying Multiplier as set out in Part E of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**RQM Calculation Month**" has the meaning given to that term in Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency);*

"**SC Amendment**" has the meaning given to that term in paragraph 4.1 of Part D of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL Adjusted Revenues Payment**" has the meaning given to that term in paragraph 3.1(C) of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL Capex Payment**" has the meaning given to that term in paragraph 3.1(B) of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL Compensation**" means:

(A) (i) an SCiL Opex Payment; (ii) an SCiL Capex Payment; (iii) an SCiL Adjusted Revenues Payment; and (iv) any combination of the foregoing; or

(B) if paragraph 3.3(A) or 3.3(B) of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* applies, the amount calculated in accordance with that paragraph;

"**SCiL Compensation Date**" has the meaning given to that term in paragraph 4.1 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL Compensation Termination Date**" has the meaning given to that term in Condition 51.11;

"**SCiL Compensation Termination Notice**" has the meaning given to that term in Condition 51.11;

"**SCiL Opex Payment**" has the meaning given to that term in paragraph 3.1(A) of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL Strike Price Adjustment**" means any SCiL Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"**SCiL True-Up Compensation**" means the adjustment to the SCiL Compensation which is necessary to reflect the SCiL True-Up Information;

"**SCiL True-Up Information**" has the meaning given to that term in paragraph 5.1 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**SCiL True-Up Strike Price Adjustment**" means any SCiL True-Up Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"**SC Monthly Information**" has the meaning given to that term in Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Season**" means a period of six (6) consecutive months commencing on either 01 April or 01 October;

"**Second Payment Failure Notice**" has the meaning given to that term in Condition 55.1;

"**Secretary of State**" means the Secretary of State for Energy Security and Net Zero, acting in that capacity, or either of his predecessors, the Secretary of State for Energy and Climate Change acting in that capacity and the Secretary of State for Business, Energy and Industrial Strategy acting in that capacity, in each case unless otherwise expressly stated or the context otherwise requires;

"**Senior Representative**" means one (1) or more senior employees or officers selected by a Party to represent it in relation to Condition 58 (*Resolution by Senior Representatives*);

"**Senior Representatives Settlement**" has the meaning given to that term in Condition 58.1(A);

"**Service Agent**" has the meaning given to that term in the CfD Agreement (but only if Condition 87 (*Agent for service of process*) is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Service Document**" means a claim form, application notice, order, judgment or other document relating to any Proceedings;

"**Settlement Unit**" has the meaning given to that term in the CfD Agreement;

"**Shared Asset**" means any asset (including if relevant any Offshore Transmission System) that forms part of the Facility and is shared with the Related Facility;

**"Short Period"** has the meaning given to that term in the definition of ACT Efficiency Period;

"**SOTO Code**" means the System Operator – Transmission Owner Code that is provided for in Condition E4 (*System Operator – Transmission Owner Code*) of the ESO Licence;

"**Specific Change in Law**" means a Change in Law the terms of which specifically (and not merely indirectly or consequentially or by virtue of the disproportionate effect of any Change in Law that is of general application) apply to:

(A) generating facilities which deploy the same Generation Technology as the Facility Generation Technology, or the generation from, or generation-related processes carried out at, such generating facilities, and not to other generating facilities, or the generation from, or generation-related processes carried out at, other generating facilities;

(B) generating facilities the output of which is subject to a FiT Contract for Difference, or the generation from, or any generation-related processes carried out at, such generating facilities, and not in respect of any generating facilities which are not subject to a FiT Contract for Difference, or the generation from, or generation-related processes carried out at, any such generating facilities;

(C) generating facilities which deploy the same Generation Technology as the Facility Generation Technology and the output of which is subject to a FiT

Contract for Difference, or the generation from, or any generation-related processes carried out at, such generating facilities, and not to any generating facilities which are not of the same or similar type to the Facility but which are subject to a FiT Contract for Difference, or the generation from, or generation-related processes carried out at, such other generating facilities; or

(D) the holding of shares in companies, the membership of partnerships, limited partnerships or limited liability partnerships, the participation in joint ventures (whether or not incorporated) or the holding of any other economic interest in an undertaking whose main business is the development, construction, operation and maintenance of generating facilities referred to in paragraph (A), (B) or (C) above and not other generating facilities;

"**Specified Expiry Date**" has the meaning given to that term in the CfD Agreement;

"**Standard and Poor's**" means Standard & Poor's Ratings Service, a division of the McGraw-Hill Companies, Inc., and any successor thereto;

"**Start Date**" has the meaning given to that term in Condition 3.21A;

"**Start Date Notice**" has the meaning given to that term in Condition 3.21 and Condition 3.21Z;

"**Strike Price**" means the Initial Strike Price, as may be amended from time to time in accordance with the Contract for Difference;

"**Strike Price Adjustment**" means any adjustment to the Strike Price effected pursuant to and in accordance with the Contract for Difference, including: (i) a QCiL Strike Price Adjustment; (ii) a QCiL True-Up Strike Price Adjustment; (iii) an Indexation Adjustment; (iv) a GT Strike Price Adjustment; (vi) a TLM(D) Strike Price Adjustment; (vii) an SCiL Strike Price Adjustment; or (viii) an SCiL True-Up Strike Price Adjustment;

"**Strike Price Adjustment Calculation Period**" means, in respect of any calendar year, the period from the date the CPI for January in the relevant calendar year is published (or, where the Reference CPI is used, the fifth (5$^{th}$) Business Day prior to the end of March in the relevant calendar year) to and including the first (1$^{st}$) day of the Summer Season in that calendar year;

**"Subsidy"** shall have the meaning given to the term "**subsidy**" in the Subsidy Control Act 2022;

"**Subsidy Control Competent Authority**" means either or both of the Competition Appeal Tribunal and the Competition and Markets Authority and any successor to any of their respective functions in respect of subsidy control;

"**Subsidy Control Rules**" means: (i) any subsidy control provisions in Law or having legally binding effect in the United Kingdom; and (ii) any relevant decisions or judgments of a Subsidy Control Competent Authority;

"**Subsidy Declaration Date**" means the date the Generator submits an Operational CP Notice in respect of the Subsidy Declaration Operational CP or, where the CfD Counterparty subsequently agrees to waive the Subsidy Declaration Operational CP in accordance with Condition 3.28, the date the Generator requests a waiver of the Subsidy Declaration Operational CP;

"**Subsidy Declaration Operational CP**" means the Operational Condition Precedent set out in paragraph 2.6 of Part B of Schedule 1 (*Conditions Precedent*);

"**Subsidy Interest Rate**" has the meaning given to that term in Condition 32.11;

"**Summer Season**" in any year, means the Season commencing on 01 April in that year;

"**Supplier Obligation Regulations**" means regulations made pursuant to the EA 2013 which make provision for Electricity Suppliers to pay the CfD Counterparty for the purpose of enabling the CfD Counterparty to make payments pursuant to FiT Contracts for Difference;

"**Supply Chain Implementation Statement**" means a Supply Chain Implementation Statement, as defined in the Electricity Market Reform (General) Regulations 2014 (as amended from time to time);

"**Supporting Information**" means any and all calculations, confirmations, data, documentation, evidence (including expert's reports), explanations, information, measurements, readings, reports (including expert's reports), representations and statements (whether in written or documentary form);

"**Sustainability Change in Law**" means:

(A) a Change in Law (for this purpose only, disregarding paragraph (B)(iii) of the definition of that term):

(i) made by His Majesty's Government of the United Kingdom or which His Majesty's Government of the United Kingdom has formally required a Competent Authority to make and save (in each case) to the extent that the Change in Law arises out of, or in connection with:

(a) (1) a European Union law or Directive (or any other similar enactment or instrument); (2) European Union policy or guidance; or (3) obligations arising from the decision of any European Union court, arbitral tribunal, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality; or (4) (to the extent not already captured within any of (1) – (3) (inclusive)) any assimilated law other than as that body of law is added to or otherwise modified under the EU(W)A 2018 or other domestic law; or

(b) a Treaty to which the United Kingdom is a signatory (to the extent directly binding on and/or enforceable against private persons within the United Kingdom); and

(ii) the terms of which apply to (or apply to a term or provision referred to in) any of the Sustainability Provisions; or

(B) an SC Amendment being effected, save to the extent that such SC Amendment arises out of or in connection with:

(i) (a) a European Union law or Directive (or any other similar enactment or instrument); (b) European Union policy or guidance; (c) obligations arising from the decision of any European Union court, arbitral tribunal, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality; or (d) (to the extent not already captured within any (a) – (c) (inclusive)), any assimilated law other than as that body of law is added to or otherwise modified under the EU(W)A 2018 or other domestic law; or

(ii) a Treaty to which the United Kingdom is a signatory (to the extent directly binding on and/or enforceable against private persons within the United Kingdom);

"**Sustainability Criteria**" has the meaning given to that term in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

"**Sustainability Profiling Information**" means:

(A) the SC Monthly Information;

(B) the information specified in paragraphs 3.5, 3.6 and 3.7 of Part C of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*; and

(C) the quantities of Biomass and feedstock type reported in the information specified at (A) above;

"**Sustainability Provisions**" means: (i) Part B of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*); (ii) Part C of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*; (iii) the definitions contained in paragraph 2 (*Definitions and interpretation: Annex 7*) of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) insofar as they relate to Part B or Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*); and (iv) the interpretation provisions contained in paragraph 2 (*Definitions and interpretation: Annex 7*) of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) insofar as they relate to Part B or Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*);

**"Synthesis Chamber"** means that part of a Facility, the Facility Generation Technology of which is Advanced Conversion Technology, in which Advanced Fuel is produced;

"**Target Commissioning Window**" means the Initial Target Commissioning Window for the Facility as specified in the CfD Agreement, as such period may be extended day for day for each day of delay to the Project by reason of:

(A) a Force Majeure in respect of which the Generator is the FM Affected Party, but only to the extent that the Generator has satisfied the requirements and conditions of Condition 69 and this definition to be entitled to such extension;

(B) any failure by any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO, to carry out in a timely manner any required system reinforcement or connection works specified in the construction agreement attributable to the Facility and to which any Transmission System Operator, Transmission Licensee, Licensed Distributor or OFTO is a party;

(C) where (i) the Facility Generation Technology is Offshore Wind or Onshore Wind; and (ii) a Radar Mitigation Scheme Agreement is in effect, the Ministry of Defence having not confirmed the availability of suitable mitigation measures in accordance with the terms of the Radar Mitigation Scheme Agreement; or

(D) where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind), the Project having been impacted by the extension of the Milestone Delivery Date for the reason in paragraph (D) of the definition of Milestone Delivery Date,

in the case of delays caused by the reasons in (B) or (C), except to the extent that such failure or non-confirmation (as the case may be) is due to the fault or negligence of the Generator or its Representatives and in the case of delays caused by the reasons in (B), (C) or (D), provided that:

(i) the Generator gives notice as soon as reasonably practicable to the CfD Counterparty of the nature and extent of the failure, non-confirmation or impact (as the case may be); and

(ii) there shall be no extension for any day of delay to the Project that could have been avoided by the Generator and its Representatives using reasonable endeavours (i) to mitigate the effects of such failure, non-confirmation or impact (as the case may be) (including delay to the Project); (ii) to carry out its obligations under the Contract for Difference and each other CfD Document in any way that is reasonably practicable; and (iii) to resume the performance of its obligations under the Contract for Difference and each other CfD Document as soon as reasonably practicable;

"**System Restoration**" has the meaning given to that term in the Grid Code;

"**Tax**" means any taxes, levies, duties, imposts and any charges, deductions or withholdings in the nature of tax including taxes on gross or net Income, Profits or Gains

and taxes on receipts, sales, use, occupation, development, franchise, employment, value added and personal property, together with any penalties, charges and interest relating to any of them;

"**Tax Relief**" means any loss, relief, allowance or credit in respect of any Tax other than Generation Tax;

"**Technical Amendment**" means any Proposed Amendment which is: (i) not a Material Amendment; or (ii) required to correct a manifest error;

"**Technical Amendment Agreement**" has the meaning given to that term in paragraph 2.10 of Annex 2 (*Change Control Procedure*);

"**Technical Amendment Response Notification**" has the meaning given to that term in paragraph 2.6(B) of Annex 2 (*Change Control Procedure*);

"**Technical Amendment Response Period**" has the meaning given to that term in paragraph 2.6 of Annex 2 (*Change Control Procedure*);

"**Technical Compliance Termination Event**" means an event as set out in Condition 31.8;

"**Term**" has the meaning given to that term in Condition 2.1;

"**Termination Amount**" means an amount (expressed in pounds) calculated in accordance with the formula set out in paragraph 2.1 of Annex 1 (*Calculation of Termination Amount*);

"**Termination Amount Notice**" has the meaning given to that term in Condition 52.4(B);

"**Termination Date**" means the day designated as an early termination date in respect of and in accordance these Conditions;

"**Termination Event**" has the meaning given to that term in Condition 53.1;

"**Third Party**" has the meaning given to that term in Condition 83.1;

"**Third Party Provisions**" has the meaning given to that term in Condition 83.1;

**"Threshold Level"** means an amount of electrical energy (expressed in MWh), calculated in accordance with the following formula:

*TL = ICE x SU x RP*

where:

*TL* is the Threshold Level;

*ICE* is the Installed Capacity Estimate;

*SU* is the number of hours in one (1) Settlement Unit*;* and

*RP* is the Required Percentage;

"**TLM(D)**" means one (1) minus the volume weighted average of the transmission loss multiplier allocated in accordance with the BSC to BM Units belonging to delivering Trading Units or any new or substituted multiplier or factor which is in the nature of, or similar to, a transmission loss multiplier;

"**TLM(D) Charges Difference**" has the meaning given to that term in Condition 47.1(E);

"**TLM(D) Charges Report**" has the meaning given to that term in Condition 47.1;

"**TLM(D) Charges Report Year**" has the meaning given to that term in Condition 47.1;

"**TLM(D) Charges Review Period**" has the meaning given to that term in Condition 47.1(C);

"**TLM(D) Strike Price Adjustment**" has the meaning given to that term in Condition 47.2;

"**Total Project Pre-Commissioning Costs**" has the meaning given to that term in the CfD Agreement;

"**Transfer**" has the meaning given to that term in Condition 79.1;

"**Transferee**" has the meaning given to that term in Condition 79.1;

"**Transferring Rights and Obligations**" has the meaning given to that term in Condition 79.5(A);

"**Transfer Scheme**" means a transfer scheme made under paragraph 1(1) of Schedule 1 or paragraph 16 of Schedule 2 to the EA 2013;

"**Transmission Licence**" means a licence granted or treated as granted pursuant to section 6(1)(b) of the EA 1989;

"**Transmission Licensee**" means any person who is authorised by a Transmission Licence to participate in the transmission of electricity, acting in that capacity;

"**Transmission System**" means those parts of the GB Transmission System that are owned by a Transmission Licensee within the transmission area specified in its Transmission Licence;

"**Transmission System Operator**" means the holder of an ESO Licence in relation to the Transmission System;

"**Treaty**" has the meaning given to that term in Article 2(1)(a) of the Vienna Convention on the law of treaties 1969;

"**Tribunal**" has the meaning given to that term in the FoIA;

"**UK Competent Authority**" means a Competent Authority of the United Kingdom;

"**UK MAR**" has the meaning given to that term in the defined term "Inside Information";

"**Ultimate Investor**" means any person who:

(A) has Control of an Investor; or

(B) holds any direct or indirect legal, beneficial or equitable interest in 25% (twenty-five per cent) or more of the equity share capital (or other economic interests) of an Investor;

"**Unconsented Project**" means a Project designated as such in the CfD Agreement.

"**Union Funding**" means any funding from European Union resources (regardless of whether such funding constitutes subsidy or State aid), including funding under the NER 300 and Horizon 2020 programmes;

"**Unilateral Commercial Operations Notice"** has the meaning given to that term in Condition 3.26A(A);

"**Whole Facility**" means:

(A) where a Hybrid Metering Physical Transition Date has not occurred, the Facility; or

(B) where a Hybrid Metering Physical Transition Date has occurred, the Facility and the Related Facility; and

"**Working Hours**" means 09:00 to 17:00 on a Business Day.

***BSC definitions***

1.2

(A) References in these Conditions to "**Apparatus**", "**BM Unit**", "**BM Unit Metered Volume**", "**Boundary Point**", "**BSC Agent**", "**BSC Company**", "**Clock Change Day**", "**Code Subsidiary Document**", "**Communications Equipment**", "**Credited Energy Volume**", "**Daily Party Energy Imbalance Cashflow**", "**Material Change**", "**Metering Equipment**", "**Metering System**", "**MSID**", "**Registrant**", "**Residual Cashflow Reallocation Cashflow**", "**Settlement Run**", "**Trading Dispute**" and "**Trading Unit**" have the meanings given to such terms in the BSC, save that references to Metering Equipment within the definition of "**Material Change**" shall be replaced by references to Facility Metering Equipment.

(B) Condition 1.2(A) shall operate without prejudice to the application of Part 8 (*Changes in Law*) to changes in the meaning of those terms under the BSC after the Agreement Date.

***Application of definitions***

1.3 The following definitions shall apply to the Contract for Difference only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement: "**CHPQA**"; "**CHPQA Certificate**"; "**CHPQA Guidance Note 44**"; "**CHPQA Guidance Note 44 Certificate**"; "**CHPQM Calculation Methodology**"; and "**CHP Qualifying Multiplier**"; and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.4 The following definitions shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement: "**Assumed RQM**"; "**FMS Procedures**"; "**FMS Report**"; "**Fuelling Criteria**", "**Renewable Qualifying Multiplier**"; "**RQM Adjustment Amount**"; "**RQM Calculation Methodology**" and "**RQM Calculation Month**"; and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.4A The following definitions shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement: "**ACT Efficiency Calculation Methodology**", "**ACT Efficiency**", "**ACT Efficiency Adjustment Amount**", "**ACT Efficiency Multiplier**", "**ACT Efficiency Formula**", "**ACT Efficiency Standard**", "**ACT Efficiency Period**", "**Advanced Conversion Technology**", "**Assumed ACT Efficiency Multiplier**", "**Combustion Chamber**", **"Compression Unit**", "**Long Period**", "**Physical Separation Requirement**", "**PSR Audit Notice**", "**PSR Audit Right**", "**PSR Non-compliance Termination Event**", "**PSR Non-compliance Notice**", "**Purification Unit**", "**Short Period**" and "**Synthesis Chamber**"; and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.5 The following definitions shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement: "**Biomass**"; "**CfD Counterparty SCiL Notice**"; "**Generator SCiL Notice**"; "**Generator SCiL Response Notice**"; "**Greenhouse Gas**"; "**SC Amendment**"; "**SCiL Adjusted Revenues Payment**"; "**SCiL Capex Payment**"; "**SCiL Compensation**"; "**SCiL Compensation Date**"; "**SCiL Compensation Termination Date**"; "**SCiL Compensation Termination Notice**"; "**SCiL Opex Payment**"; "**SCiL Strike Price Adjustment**"; "**SCiL True-Up Compensation**"; "**SCiL True-Up Information**"; "**SCiL True-Up Strike Price Adjustment**"; "**SC Monthly Information**"; "**Sustainability Change in Law**"; "**Sustainability Criteria**"; "**Sustainability Profiling Information**"; and "**Sustainability Provisions**"; and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.6 The following definitions shall apply to the Contract for Difference only if Part 10 (*TLM(D)*) is expressed to apply to the Contract for Difference in the CfD Agreement: "**Actual TLM(D) Charge**"; "**Annual TLM(D) Charge**"; "**Initial TLM(D) Charge**"; "**TLM(D)**"; "**TLM(D) Charges Difference**"; "**TLM(D) Charges Report**"; "**TLM(D) Charges Report Year**"; "**TLM(D) Charges Review Period**"; and "**TLM(D) Strike Price Adjustment**"; and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.7 The following definitions shall apply to the Contract for Difference only if Part 11 (*Curtailment*) is expressed to apply to the Contract for Difference in the CfD Agreement: "**Annual QCPC Report**"; "**Balancing Mechanism**"; "**Contract Year**"; "**CPC Compensation Shortfall**"; "**Curtailment**"; "**Curtailment Compensation**"; "**Curtailment Compensation Anniversary**"; "**Curtailment Compensation Excess**"; "**Curtailment Compensation Shortfall**"; "**Defined Curtailment Compensation**"; "**Defined Partial Curtailment Compensation**"; "**Emergency De-energisation Instruction**"; "**Imbalance Charge**"; "**Partial Curtailment**"; "**Partial Curtailment Compensation**"; "**Partial Curtailment Compensation Excess**"; "**Partial Curtailment Compensation Shortfall**"; "**Preliminary Annual QCPC Report**"; "**Qualifying CPC Event**"; "**Qualifying Curtailment**"; "**Qualifying Partial Curtailment**"; "**Revised Annual QCPC Information**"; and "**System Restoration**" and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded.

1.8 Not used.

1.9 The list of definitions in each of Conditions 1.3 to 1.8 (inclusive) is intended to be non-exhaustive and such Conditions shall operate without prejudice to the disapplication of any definitions which are not so listed but do not apply to the Contract for Difference by virtue of the disapplication of any provision of these Conditions pursuant to the CfD Agreement.

***Interpretation***

1.10 Any reference in the Contract for Difference to:

(A) (save as provided in (C)) a Law, Directive or other similar enactment or instrument (each, an "**enactment**") includes references to:

(i) that enactment as amended, supplemented or applied by or pursuant to any other enactment before, on or after the Agreement Date;

(ii) any enactment which re-enacts, restates or replaces (in each case with or without modification) that enactment; and

(iii) any subordinate legislation made (before, on or after the Agreement Date) pursuant to any enactment, including an enactment falling within Condition 1.10(A)(i) or 1.10(A)(ii);

(B) an Industry Document includes references to such Industry Document as amended, supplemented, restated, novated or replaced from time to time,

except, in each case, for the purposes of Part 8 (*Changes in Law*), Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* or where otherwise expressly specified; or

(C) a specific European Union instrument shall not include any amendment, supplement, re-enactment, restatement or replacement of such European Union instrument that:

(i) is made by a Competent Authority of the European Union; and

(ii) is not required to be implemented by, and does not have effect in the United Kingdom by reason of, any Law or otherwise pursuant to an international agreement to which the United Kingdom is a signatory.

1.11 Unless otherwise expressly specified:

(A) any reference in the Contract for Difference or any other CfD Document (or in any certificate or other document made or delivered pursuant to the Contract for Difference or any other CfD Document) to:

(i) these Conditions shall be deemed to include the Schedules and the Annexes;

(ii) the CfD Agreement shall be deemed to include any schedules or annexes to the CfD Agreement;

(iii) a "**company**" shall be construed as including any corporation or other body corporate, wherever and however incorporated or established;

(iv) the expressions "**holding company**" and "**subsidiary**" shall have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006, the expressions "**parent undertaking**" and "**subsidiary undertaking**" shall have the meanings respectively ascribed to them by section 1162 of the Companies Act 2006 and the expression "**associated undertaking**" shall have the meaning ascribed to it in Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2013 (but for this purpose ignoring paragraph 19(1)(b) of those regulations);

(v) a "**person**" shall be construed as including any individual, firm, company, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity;

(vi) a person shall be construed as including its successors, permitted assignees and permitted transferees and, where a person ceases to exist, any other person to which some or all of its duties, functions, liabilities, obligations, powers or responsibilities may from time to time be transferred;

(vii) an "**agreement**" shall be construed as including any commitment or arrangement, whether legally binding or not, and references to being party to an agreement or having agreed to do anything shall be construed accordingly;

(viii) any agreement or document shall be construed as a reference to that agreement or document as amended, supplemented, restated, novated or replaced from time to time;

(ix) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as including what most nearly approximates in that jurisdiction to the English legal term;

(x) time shall be a reference to time in London, England;

(xi) words in the singular shall be interpreted as including the plural and vice versa;

(xii) any gender includes the other genders;

(xiii) in the definition of Qualifying Shutdown Event, the term EU law shall include any assimilated law other than as that body of law is added to or otherwise modified under the EU(W)A 2018 or other domestic law; and

(xiv) the expression "**assimilated law**" shall have the meaning given to that expression in the EU(W)A 2018.

(B) in construing the Contract for Difference or any other CfD Document (or any certificate or other document made or delivered pursuant to the Contract for Difference or any other CfD Document):

(i) the rule of interpretation known as the *ejusdem generis* rule shall not apply and, accordingly, general words introduced by the word "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and

(ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

(C) any reference in these Conditions to a "**paragraph**", "**Condition**", "**Part**", "**Annex**" or "**Schedule**" is a reference to a paragraph, Condition or Part of, or Annex or Schedule to, these Conditions; and

(D) any reference in the CfD Agreement to a "**paragraph**", "**clause**", "**Annex**" or "**Schedule**" is a reference to a paragraph or clause of, or Annex or Schedule to, the CfD Agreement.

1.12 These Conditions form part of the Contract for Difference and shall have the same force and effect as if expressly set out in the body of the Contract for Difference, and any reference to the Contract for Difference shall include the Schedules and the Annexes.

1.13 Headings and sub-headings used in the Contract for Difference are for ease of reference only and shall not affect the interpretation of the Contract for Difference.

1.14 If there is a conflict between:

(A) the main body of these Conditions and any Annex or Schedule, the main body of these Conditions shall prevail; or

(B) these Conditions and the CfD Agreement, the CfD Agreement shall prevail.

1.15 Condition 1.11(A)(vi) shall apply (without limitation) to any references in the Contract for Difference to the Authority, DESNZ, the Environment Agencies and the Secretary of State.

1.16 Save as provided in Condition 1.17, reference in these Conditions to **Offshore Wind** shall include **Floating Offshore Wind** and **Other Deepwater Offshore Wind**.

1.17 If the **Facility Generation Technology** is specified to be Floating Offshore Wind or Other Deepwater Offshore Wind, references to the Facility Generation Technology shall (when used in these Conditions) have the wider meaning other than when used in the following Conditions, where it shall have the narrower meaning:

(A) Condition 28.2(B);

(B) Condition 30.1(F);

(C) Paragraph 2.1(H) of Part B of Schedule 1 (*Conditions Precedent*); and

(D) Paragraph 2.1(K) of Part B of Schedule 1 (*Conditions Precedent*),

and for these purposes:

(i) the wider meaning shall be Offshore Wind (including Floating Offshore Wind and Other Deepwater Offshore Wind, as applicable) as defined in Condition 1.16; and

(ii) the narrower meaning shall be that subset of Offshore Wind that is Floating Offshore Wind or Other Deepwater Offshore Wind, as applicable.

***Symbols and currency***

1.18 Any reference in these Conditions to "**£**" or "**pounds**" is to the lawful currency of the United Kingdom.

1.19 Any reference in these Conditions to "**MW**" is to megawatts and to "**MWh**" is to megawatt hours.

***No interest in the Facility***

1.20 Nothing in the Contract for Difference is intended to create, or shall create, a legal or beneficial interest in the Whole Facility, the Generating Station (where the Facility is a Dual Scheme Facility) or the Project in favour of any person other than the Generator.

***Repowering Facility***

1.21 If the Facility is a Repowering Facility:

(A) any reference to Existing Generating Assets having been "**decommissioned**" shall include:

(i) in relation to all generating equipment forming part of those Existing Generating Assets (including turbine towers, blades, nacelles and associated generating equipment), that equipment having been dismantled and removed; and

(ii) in relation to all foundations forming part of those Existing Generating Assets, those foundations having either:

(a) been removed;

(b) been partially removed and reinstated for use with new generating equipment comprised within the Facility; or

(c) been refurbished for use with new generating equipment comprised within the Facility,

and any reference to grammatical variations of the term "**decommissioned**" in relation to Existing Generating Assets shall be construed accordingly;

(B) any reference to the term "**Facility**" shall not include reference to any Existing Generating Assets other than foundations forming part of those Existing Generating Assets that have been or shall be refurbished or partially removed and reinstated for use with, and form part of, new generating equipment comprised within the Facility;

(C) the defined term "**Project**" shall be deemed to include the words "*the decommissioning of the Existing Generation Assets and*" between the words "*means*" and "*the design"* other than in the following provisions:

(i) Condition *32.4* (*Warranty: No Cumulation of Subsidy*);

(ii) Condition 32.5 (*Undertaking: No Cumulation of Subsidy, State Aid or Union Funding*);

(iii) Condition 32.11 (*Subsidy interest*); and

(iv) Paragraph 2.6 (*Subsidy Declaration Operational CP*) of Part B (*Further Conditions Precedent*) of Schedule 1 (Conditions Precedent)*;* and

(D) the defined term "**Required Authorisation**" shall be deemed to include the words "*…and decommission the Existing Generation Assets*" at the end of sub-Paragraph (B) after the words "*decommission the Facility*".

# Part 2
# Term

## 2. TERM

***Term and duration***

2.1

(A) Subject to Condition 3 (*Conditions Precedent*), the provisions of, and the rights and obligations of the Parties under, the Contract for Difference shall become effective and binding on the Agreement Date; and

(B) (except in circumstances in which the Contract for Difference is terminated pursuant to Conditions 51.1, 51.6, 51.8, 51.10 or 51.11) the Contract for Difference shall continue in full force and effect until the Specified Expiry Date,

(such period, the "**Term**").

***Consequences of expiry***

2.2 Subject to Condition 2.3: (i) the Contract for Difference shall expire automatically on the Specified Expiry Date; and (ii) upon expiry of the Contract for Difference:

(A) no termination payment shall be payable by either Party to the other Party;

(B) all rights and obligations of the Parties under the Contract for Difference shall end; and

(C) neither Party shall be entitled to make any claim against the other Party pursuant to the Contract for Difference.

2.3 Expiry of the Contract for Difference:

(A) shall not affect, and shall be without prejudice to, accrued rights and liabilities and rights and liabilities arising as a result of:

(i) any antecedent breach of any provision of the Contract for Difference; and

(ii) any breach of any provisions of the Contract for Difference which are expressed to survive expiry pursuant to Condition 54 (*Survival*); and

(B) shall be subject to Condition 54 (*Survival*).

## Part 3
## Conditions Precedent and Milestone Requirement

### 3. CONDITIONS PRECEDENT

***Provisions effective and binding from Agreement Date***

3.1 The provisions of, and the rights and obligations of the Parties pursuant to, the Agreement Date Provisions shall become effective and binding on the Agreement Date.

***Initial Conditions Precedent***

3.2 The provisions of, and the rights and obligations of the Parties pursuant to, the Initial CP Provisions are conditional upon the Initial Conditions Precedent being:

(A) fulfilled by the Generator; or

(B) waived by the CfD Counterparty in accordance with Condition 3.26.

3.3 The Generator shall use reasonable endeavours to fulfil or procure the fulfilment of the Initial Conditions Precedent as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after the Agreement Date.

3.4 The CfD Counterparty shall notify the Generator as soon as reasonably practicable after the CfD Counterparty considers that the Initial Conditions Precedent have been fulfilled.

***Further Conditions Precedent***

3.5 The provisions of, and the rights and obligations of the Parties pursuant to, the Further CP Provisions are conditional upon either:

(A) the Initial Conditions Precedent and the Operational Conditions Precedent being:

(i) fulfilled by the Generator; or

(ii) waived by the CfD Counterparty in accordance with Conditions 3.26 and/or 3.28; or

(B) (if sooner) a Unilateral Commercial Operations Notice being given by the CfD Counterparty.

3.6 The Generator shall use reasonable endeavours to fulfil or procure the fulfilment of the Operational Conditions Precedent as soon as reasonably practicable, and in any event before the Longstop Date.

3.7 Not used.

3.8 The Generator shall keep the CfD Counterparty reasonably informed as to progress towards fulfilment of the Operational Conditions Precedent and, in particular, shall:

(A) provide the CfD Counterparty with reports (in form and content reasonably satisfactory to the CfD Counterparty and in accordance with the reasonable requirements of the CfD Counterparty as to the timing and frequency of such reports) of the progress made in or towards fulfilment of the Operational Conditions Precedent; and

(B) give the CfD Counterparty a notice each time the Generator considers an Operational Condition Precedent has been fulfilled (an "**Operational CP Notice**"). Each Operational CP Notice shall:

(i) identify the Operational Condition Precedent which the Generator considers to have been fulfilled; and

(ii) include such Supporting Information as the Generator considers to be relevant to evidence the fulfilment of the relevant Operational Condition Precedent.

3.9 Each Operational CP Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Operational CP Notice.

3.10 The CfD Counterparty shall, no later than ten (10) Business Days after receipt of an Operational CP Notice, give a notice to the Generator (a "**CP Response Notice**"). A CP Response Notice shall specify whether the CfD Counterparty considers that:

(A) the Generator has or has not fulfilled the Operational Condition Precedent to which the Operational CP Notice relates; or

(B) it has not been provided with sufficient Supporting Information to determine whether the Generator has fulfilled the Operational Condition Precedent to which the Operational CP Notice relates and, if so, details of the additional Supporting Information which the CfD Counterparty requires to determine whether the Generator has fulfilled the Operational Condition Precedent (the "**Operational CP Supporting Information**").

3.11 If the CfD Counterparty states in the CP Response Notice that:

(A) the Generator has fulfilled the Operational Condition Precedent, then the Operational Condition Precedent will be deemed to have been fulfilled for the purposes of the Contract for Difference;

(B) the Generator has not fulfilled the Operational Condition Precedent, then the Operational Condition Precedent will be deemed not to have been fulfilled for the purposes of the Contract for Difference unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or

(C) the Generator has not provided the CfD Counterparty with sufficient Supporting Information to determine whether the Generator has fulfilled the Operational Condition Precedent:

(i) the Generator shall provide the Operational CP Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the CP Response Notice, or such longer period as is specified by the CfD Counterparty; and

(ii) upon receipt of the Operational CP Supporting Information, the CfD Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such Operational CP Supporting Information, give a further CP Response Notice to the Generator (the "**Further CP Response Notice**"). A Further CP Response Notice shall specify whether the CfD Counterparty considers that the Generator has or has not fulfilled the Operational Condition Precedent.

3.12 The Generator shall give the CfD Counterparty a notice promptly upon the Generator becoming aware:

(A) of any fact, matter or circumstance which will or is reasonably likely to prevent any of the Operational Conditions Precedent from being fulfilled by the Longstop Date; or

(B) that any of the Operational Conditions Precedent which had previously been notified to the CfD Counterparty as fulfilled pursuant to Condition 3.8(B) is no longer fulfilled at any time prior to the Start Date or (if later) fulfilment of the final Operational Condition Precedent,

(any such notice, an "**Operational CP Non-Compliance Notice**" and the Operational Condition Precedent referenced in such notice, an "**Affected Operational CP**"). Each such Operational CP Non-Compliance Notice shall:

(i) identify the Affected Operational CP;

(ii) specify the reasons why the Affected Operational CP:

(a) will, or is reasonably likely, not to be fulfilled; or

(b) is no longer fulfilled;

(iii) include such Supporting Information as the Generator considers to be relevant to the content of the Operational CP Non-Compliance Notice; and

(iv) include details of any remedial action that the Generator is taking or proposes to take,

provided that no Operational CP Non-Compliance Notice need be given by the Generator to the CfD Counterparty if the Affected Operational CP has been waived by the CfD Counterparty in accordance with Conditions 3.26 and/or 3.28.

3.13 Each Operational CP Non-Compliance Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Operational CP Non-Compliance Notice.

3.14 Nothing in this Condition 3 (*Conditions Precedent*) shall require the CfD Counterparty to specify in any CP Response Notice or Further CP Response Notice that the CfD Counterparty accepts that an Operational Condition Precedent has been fulfilled unless the CfD Counterparty is satisfied of the same.

3.15 If, at the time a Unilateral Commercial Operations Notice or a Start Date Notice is given, any Operational Conditions Precedent have not been fulfilled or waived, the Parties' obligations in relation to those Operational Conditions Precedent shall continue (including after the Start Date).

3.16 Not used.

3.17 Not used.

3.18 Not used.

3.19 Not used.

3.20 Not used.

***Notification of Start Date***

3.21 The Generator shall after the earlier of (i) the Generator giving the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent; or (ii) the CfD Counterparty giving the Unilateral Commercial Operations Notice, and in any event no later than ten (10) Business Days after receipt of:

(A) in the case of (i), the CP Response Notice or the Further CP Response Notice confirming that the CfD Counterparty considers the final Operational Condition Precedent to have been fulfilled; or

(B) in the case of (ii), the Unilateral Commercial Operations Notice,

give a notice to the CfD Counterparty (such notice being, a "**Start Date Notice**").

3.21Z If a Start Date Notice has not been given by the Generator as required under Condition 3.21, the CfD Counterparty is permitted but not obliged to give a notice to the Generator, such notice also being a "**Start Date Notice**".

3.21A A Start Date Notice shall specify the date that the Generator or (where it is given by the CfD Counterparty under Condition 3.21Z) the CfD Counterparty proposes to be the Start Date for the purposes of the Contract for Difference, such date being:

(A) in the case of a Start Date Notice given following the Generator giving the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent, no earlier than the date on which the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent was given;

(B) no earlier than the first (1st) day of the Target Commissioning Window;

(C) (in each case unless and only to the extent required under any of Conditions 3.21A(A), (B) or (D)) no later than the earliest of:

(i) ten (10) Business Days after the date of the Start Date Notice;

(ii) ten (10) Business Days after the date on which the Unilateral Commercial Operations Notice was given; and

(iii) the Longstop Date; and

(D) no earlier than the date of the Start Date Notice,

(the date so notified being, subject to Condition 3.24, the "**Start Date**").

3.22 Each Start Date Notice served by the Generator under Condition 3.21 shall be accompanied by a Directors' Certificate in relation to the matters provided for in Condition 3.24(C).

3.23 On the Start Date (unless the date of the Start Date Notice is the same as the Start Date), the Generator shall deliver to the CfD Counterparty a Directors' Certificate in relation to the Information specified in Condition 3.24(C).

3.24 A Start Date Notice given by the Generator shall be effective in determining the Start Date only if:

(A) the Generator complies with its obligations pursuant to Conditions 3.22 and 3.23;

(B) in the case of a Start Date Notice given following the Generator giving the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent, the CfD Counterparty specifies in a CP Response Notice or a Further CP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Conditions 3.26 or 3.28; and

(C) on the date such Start Date Notice is given and on the proposed Start Date specified in the Start Date Notice:

(i) the Generator Repeating Representations are true, accurate and not misleading by reference to the facts and circumstances then existing;

(ii) the representations set out in Conditions 28.1(G), 28.1(H) and 28.2 are true, accurate and not misleading by reference to the facts and circumstances then existing;

(iii) no Default has occurred which is continuing unremedied and which has not been waived by the CfD Counterparty in accordance with Condition 3.26; and

(iv) all Conditions Precedent (except those waived by the CfD Counterparty in accordance with Conditions 3.26 and/or 3.28), in respect of which an Operational CP Notice has been given, continue to be fulfilled,

unless and to the extent the CfD Counterparty does not (in its sole and absolute discretion) require any circumstance specified in paragraph (A), (B), or (C) above to apply in order for the Start Date Notice to be effective in determining the Start Date.

3.25 If the Generator gives a Start Date Notice to the CfD Counterparty and such notice is, pursuant to Condition 3.24, ineffective, this shall not, subject to Part 12 (*Termination*), preclude the Generator or CfD Counterparty from giving a further Start Date Notice to the CfD Counterparty or the Generator, as the case may be. Conditions 3.21 to 3.24 (inclusive) shall apply, with the necessary modifications, to any such further Start Date Notice.

***Waiver of Conditions Precedent, Default and deemed start of commercial operation***

3.26 Subject to Condition 3.28, the CfD Counterparty may agree by notice to the Generator to waive:

(A) the fulfilment of any of the Conditions Precedent; and

(B) any Default which is continuing unremedied and which would otherwise prevent the Start Date Notice from being effective in determining the Start Date.

3.26A Without prejudice to any of the Generator's obligations in Conditions 3.5 to 3.21 (inclusive):

(A) if, prior to the Start Date, the CfD Counterparty considers that the Facility has commenced commercial operation, it may (subject and pursuant to paragraph (B)) give a notice (a **Unilateral Commercial Operations Notice**), such notice to set out the date on which it considers such commercial operation commenced;

(B) the CfD Counterparty:

(i) may give a Unilateral Commercial Operations Notice whether or not any Operational Condition Precedent (including the Operational Condition Precedent in paragraph 2.1(B) of Part B of Schedule 1 (*Conditions Precedent*) has not been waived and remains unfulfilled;

(ii) is not permitted to give a Unilateral Commercial Operations Notice:

(a) before the start of the Target Commissioning Window;

(b) unless in at least the Required Number of Settlement Units (whether or not any of those Settlement Units are consecutive) in any period of 28 days, the total electrical output of the Facility has equalled or exceeded the Threshold Level;

(c) if any of the Commissioning Tests necessary to fulfil the Operational Condition Precedent in Paragraph 2.1(B) of Part B of Schedule 1 (*Conditions Precedent*) remain incomplete, other than any Commissioning Tests that are incomplete as a result of the Generator or its Representatives failing to perform in accordance with a Reasonable and Prudent Standard,

provided that the conditions in Conditions 3.26A(B)(ii)(b) and (c) are deemed to be satisfied if:

(1) the CfD Counterparty has made a request for Actual Generation Output Data and Supporting Information under Condition 32.1(K), and the Generator has failed to respond to such a request within 10 (ten) Business Days; or

(2) the Generator is in breach of its obligation to permit the CfD Counterparty to exercise the Metering Access Right.

3.26B The giving of a Unilateral Commercial Operations Notice by the CfD Counterparty shall not:

(A) waive any Operational Condition Precedent; or

(B) affect or waive any right, power or remedy of the CfD Counterparty including under Condition 7 (*Final Installed capacity; Maximum Contract Capacity*) or Condition 53.1(D).

3.26C The Expert Determination Procedure shall apply to determine any Dispute about whether the CfD Counterparty is or was permitted to issue a Unilateral Commercial Operations Notice under Condition 3.26A, or the contents of such notice.

3.27 Conditions 65 (*No waiver*) and 66 (*Consents*) shall apply to any waiver given by the CfD Counterparty pursuant to Conditions 3.26 and 3.28.

***Waiver of Subsidy Declaration Operational CP***

3.28 The CfD Counterparty shall agree by notice to the Generator to waive the fulfilment of the Subsidy Declaration Operational CP if the Generator evidences to the satisfaction of the CfD Counterparty that the granter(s) of such Subsidy, State aid and/or Union Funding refuses or is unable to accept the repayment of the Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11), in full or in part. If the Generator seeks a waiver of the Subsidy Declaration Operational CP, the Generator shall:

(A) provide the CfD Counterparty with such Supporting Information as the Generator considers to be relevant to evidence that the granter refuses or is unable to accept repayment, in accordance with this Condition; and

(B) provide the CfD Counterparty with such additional Supporting Information as the CfD Counterparty reasonably requires, as soon as reasonably practicable, and in any event no later than ten (10) Business Days following receipt of the CfD Counterparty's request,

in each case accompanied with a Directors' Certificate in respect of such Supporting Information.

3.29 If the CfD Counterparty agrees to waive the Subsidy Declaration Operational CP in accordance with Condition 3.28:

(A) the CfD Counterparty shall also notify the Generator of:

(i) the amount of Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11) which has not been repaid to the granter as at that date ("**Previous Subsidy**"); and

(ii) the Subsidy Interest Rate currently applicable;

(B) Condition 3.31 shall apply; and

(C) where the Subsidy Declaration Operational CP is the final Operational Condition Precedent to be fulfilled and the Start Date has not occurred, for the purposes of Condition 3.21:

(i) the request for a waiver in accordance with Condition 3.28, including the Supporting Information and Directors' Certificate, shall be treated as the Operational CP Notice, and

(ii) the waiver shall be treated as the CP Response Notice.

3.30 Nothing in this Condition 3 shall require the CfD Counterparty to waive the Subsidy Declaration Operational CP, unless the CfD Counterparty is satisfied that the requirements of Condition 3.28 have been met.

***Set-Off of Previous Subsidy***

3.31 The Previous Subsidy (as adjusted for interest in accordance with Condition 32.11) shall be set off against any amounts payable to the Generator under this Contract for Difference, so that no payment shall be made to the Generator until such amount has been set off in its entirety.

3.32 Where any provision of the Contract for Difference would, but for this Condition 3.32, require:

(A) the CfD Counterparty to make any payment or otherwise do anything (including without limitation, the making of any adjustment payment under any Initial CP Provision) which would amount to the giving of Subsidy, no such payment or thing shall be required to be made or done unless and until the Subsidy Declaration Operational CP has been satisfied or waived; or

(B) any payment to be made by the CfD Counterparty on a date falling prior to the satisfaction or waiver of the Subsidy Declaration Operational CP, such payment shall not fall due for payment until the date falling ten (10) Business Days following the satisfaction or waiver of the Subsidy Declaration Operational CP. No interest shall accrue in respect of any such payment.

3.33 Subject to Condition 3.34, not less than three (3) months before the Generator's intended Start Date, the Generator shall give the CfD Counterparty a written confirmation, in form and content satisfactory to the CfD Counterparty (acting reasonably), of whether any Subsidy, State aid and/or Union Funding has been received by the Generator or by any other person in relation to the costs of the Project, and, where applicable, details of all such Subsidy, State aid and/or Union Funding, accompanied by a Directors' Certificate in relation to the confirmation and the information accompanying it.

3.34 The Generator is not required to give a confirmation to the CfD Counterparty under Condition 3.33 if the Subsidy Declaration Operational CP has previously been fulfilled (or waived in accordance with Condition 3.28).

***Unfulfilled Operational Conditions Precedent***

3.35 Without prejudice to Condition 3.32, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period after giving a Unilateral Commercial Operations Notice during which any Operational Conditions Precedent have not been fulfilled or waived, provided that, prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any such Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension.

3.36 Subject to Condition 3.37, after the Generator gives the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent, the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 3.35. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 3.36.

3.37 An Operational CP Notice given by the Generator shall be effective in requiring the CfD Counterparty to pay any amounts to the Generator which would have been payable but for the operation of Condition 3.35 only if:

(A) the Generator delivers to the CfD Counterparty a Directors' Certificate in relation to the Information specified in Condition 3.37(C);

(B) the CfD Counterparty specifies in a CP Response Notice or a Further CP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Conditions 3.26 or 3.28; and

(C) on the date such Operational CP Notice is given:

(i) the Generator Repeating Representations are true, accurate and not misleading by reference to the facts and circumstances then existing;

(ii) the representations set out in Conditions 28.1(G), 28.1(H) and 28.2 are true, accurate and not misleading by reference to the facts and circumstances then existing;

(iii) no Default has occurred which is continuing unremedied and which has not been waived by the CfD Counterparty in accordance with Condition 3.26; and

(iv) all Conditions Precedent (except those waived by the CfD Counterparty in accordance with Conditions 3.26 and/or 3.28), in respect of which a CP Response Notice or Further CP Response Notice has been given confirming that the CfD Counterparty considers it to have been fulfilled, continue to be fulfilled.

## 4. MILESTONE REQUIREMENT

***Milestone Requirement Notice***

4.1 No later than the Milestone Delivery Date, the Generator shall give a notice to the CfD Counterparty (a "**Milestone Requirement Notice**") that the Generator considers that it has complied with and fulfilled a Milestone Requirement. A Milestone Requirement Notice shall include either:

(A) all of: (i) such invoices, payment receipts and other Supporting Information with respect to the Project as the Generator considers relevant to evidence that it and its direct shareholders have in aggregate spent ten per cent. (10%) or more of the Total Project Pre-Commissioning Costs on the Project, (ii) if the Facility is a Repowering Facility, the Information described in paragraph (B) below, but only in relation to the Decommissioning Contract, and (iii) if the Facility is an Unconsented Project, the Information described in paragraph (B) below, but only in relation to the Planning Matters; or

(B) such Information as is specified, identified or listed as the Project Commitments and such Supporting Information as the Generator considers relevant to evidence compliance with or fulfilment of the Project Commitments (and for this purpose, where the Project Commitments relate to Material Equipment, taking into consideration the need to demonstrate to the CfD Counterparty's satisfaction that contracts, agreements and purchase orders relating to such Material Equipment constitute significant financial commitments that are real, genuine and made in good faith),

(each, a "**Milestone Requirement**").

For the purposes of paragraph (A) above:

(i) money spent by a direct shareholder of the Generator to acquire an interest in the Generator may be taken into account but only to the extent that the consideration paid for the acquisition exceeds the amount spent on the Project by the Generator and its direct shareholders in the period prior to the time at which such acquisition took place; and

(ii) money spent by the Generator for the purpose of connecting the Facility to any relevant Transmission System (excluding any Offshore Transmission System) or Distribution System may be taken into account, notwithstanding that assets comprised or to be comprised within any such Transmission System or Distribution System do not form part of the Facility (and, for the avoidance of doubt, provided that money spent on such assets comprised or to be comprised within any Offshore Transmission System is not taken into account); and

(iii) if the Facility is a Repowering Facility, money spent by the Generator or its direct shareholders for the purpose of decommissioning the Existing Generating Assets may not be taken into account.

4.2 A Milestone Requirement Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Milestone Requirement Notice.

4.3 The CfD Counterparty shall, no later than twenty (20) Business Days after receipt of a Milestone Requirement Notice, give a notice to the Generator (a "**Milestone Assessment Response Notice**"). A Milestone Assessment Response Notice shall specify whether the CfD Counterparty considers that:

(A) the Generator has or has not complied with and fulfilled a Milestone Requirement; or

(B) it has not been provided with sufficient Supporting Information to determine whether the Generator has complied with and fulfilled a Milestone Requirement and, if so, details of the additional Supporting Information which the CfD Counterparty requires to determine whether the Generator has complied with and fulfilled a Milestone Requirement (the "**Requested Milestone Supporting Information**").

4.4 If the CfD Counterparty states in a Milestone Assessment Response Notice that:

(A) the Generator has complied with and fulfilled a Milestone Requirement, then the Milestone Requirement will be deemed to have been complied with and fulfilled for the purposes of the Contract for Difference;

(B) the Generator has not complied with and fulfilled a Milestone Requirement, then the Milestone Requirement will be deemed not to have been complied with and fulfilled for the purposes of the Contract for Difference unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or

(C) the Generator has not provided the CfD Counterparty with sufficient Supporting Information to determine whether the Generator has complied with and fulfilled a Milestone Requirement:

(i) the Generator shall provide the Requested Milestone Supporting Information as soon as reasonably practicable, and in any event no later

than ten (10) Business Days after receipt of a Milestone Assessment Response Notice, or such longer period as is specified by the CfD Counterparty; and

(ii) upon receipt of the Requested Milestone Supporting Information, the CfD Counterparty shall as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after receipt of such Requested Milestone Supporting Information, give a further Milestone Assessment Response Notice to the Generator (the "**Further Milestone Assessment Response Notice**"). A Further Milestone Assessment Response Notice shall specify whether the CfD Counterparty considers that the Generator has or has not complied with and fulfilled a Milestone Requirement.

4.5 Nothing in this Condition 4 (*Milestone Requirement*) shall require the CfD Counterparty to specify in any Milestone Assessment Response Notice or Further Milestone Assessment Response Notice that the CfD Counterparty accepts that a Milestone Requirement has been complied with and fulfilled unless the CfD Counterparty is satisfied of the same.

***Waiver of Milestone Requirement***

4.6 The CfD Counterparty may agree by notice to the Generator to waive any Milestone Requirement.

4.7 Conditions 65 (*No waiver*) and 66 (*Consents*) shall apply to any waiver given by the CfD Counterparty pursuant to Condition 4.6.

***Effectiveness of a Milestone Requirement Notice***

4.8 If the Generator gives a Milestone Requirement Notice to the CfD Counterparty and such notice is ineffective, this shall not, subject to Part 12 (*Termination*), preclude the Generator from giving a further Milestone Requirement Notice to the CfD Counterparty.

4.9 Without limitation, a Milestone Requirement Notice shall be deemed to be ineffective if:

(A) it does not include the information specified in any of the following Conditions 4.1(A) or 4.1(B);

(B) it is not accompanied by a Directors' Certificate in accordance with Condition 4.2; or

the CfD Counterparty states in the Milestone Assessment Response Notice that the Generator has not complied with and fulfilled a Milestone Requirement.

## Part 4
## Adjustments to Installed Capacity Estimate

### 5. ADJUSTMENT TO INSTALLED CAPACITY ESTIMATE: RELEVANT CONSTRUCTION EVENT AND RELEVANT PLANNING RESTRICTION

***Relevant Construction Event***

5.1 The Generator may, if it considers that a Relevant Construction Event has occurred, give a notice to the CfD Counterparty (an "**RCE Notice**"). An RCE Notice must be given to the CfD Counterparty no later than three (3) months prior to the Longstop Date (the "**RCE Deadline**") and shall:

(A) specify:

(i) the reduction to the Installed Capacity Estimate which the Generator considers to be necessary to take into account the Relevant Construction Event; and

(ii) the Installed Capacity Estimate which will apply if such reduction is made (an "**RCE-Adjusted Installed Capacity Estimate**");

(B) include details of any change to the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement; and

(C) include such Supporting Information as the Generator considers to be relevant to evidence:

(i) the existence or occurrence of the Construction Event and the basis for the Generator having concluded that the Construction Event constitutes a Relevant Construction Event;

(ii) the basis for the Generator having concluded that, as a result of the existence or occurrence of the Relevant Construction Event, the Installed Capacity Estimate is required to be reduced to the RCE-Adjusted Installed Capacity Estimate; and

(iii) the details of any change to the assets comprising the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement.

5.2 Each RCE Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the RCE Notice.

5.3 If a Relevant Construction Event occurs immediately prior to the Milestone Delivery Date, such that the Generator is unable to specify in an RCE Notice given prior to such date: (i) the reduction to the Installed Capacity Estimate which it considers to be necessary to take into account the Relevant Construction Event; and (ii) the RCE-Adjusted Installed Capacity Estimate, the Generator may include the Generator's good faith estimate of (i) and (ii) (such good faith estimate being in substitution of the requirements provided for in Condition 5.1(A)), provided that the Generator shall, as soon as reasonably practicable following the Milestone Delivery Date, give the CfD Counterparty a further RCE Notice in the form provided for in Condition 5.1.

5.4 If the Generator gives an RCE Notice to the CfD Counterparty, the CfD Counterparty shall, no later than twenty (20) Business Days after receipt of such RCE Notice, give a notice to the Generator (an "**RCE Response Notice**"). An RCE Response Notice shall specify whether the CfD Counterparty considers that:

(A) a Relevant Construction Event has or has not occurred;

(B) it accepts or does not accept the RCE-Adjusted Installed Capacity Estimate; or

(C) the CfD Counterparty has not been provided with sufficient Supporting Information to determine:

(i) whether a Relevant Construction Event has occurred;

(ii) whether it will accept the RCE-Adjusted Installed Capacity Estimate;

(iii) the change to the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement; or

(iv) any combination of the foregoing,

in which case the CfD Counterparty shall provide details of the additional Supporting Information which the CfD Counterparty requires to determine (as relevant) whether a Relevant Construction Event has occurred, whether to accept the RCE-Adjusted Installed Capacity Estimate or the change to the assets which comprise the Facility (the "**RCE Supporting Information**").

5.5 If the CfD Counterparty specifies in an RCE Response Notice that:

(A) the CfD Counterparty considers that a Relevant Construction Event has occurred, then (except where it has requested RCE Supporting Information

relating to the RCE-Adjusted Installed Capacity Estimate) the RCE Response Notice shall:

(i) include a confirmation that the CfD Counterparty agrees with the RCE-Adjusted Installed Capacity Estimate specified in the RCE Notice, in which case the RCE-Adjusted Installed Capacity Estimate shall constitute the Installed Capacity Estimate with effect from the date of the RCE Response Notice; or

(ii) state that the CfD Counterparty does not agree with the RCE-Adjusted Installed Capacity Estimate specified in the RCE Notice, in which case the Installed Capacity Estimate shall remain unadjusted for the purposes of the Contract for Difference unless and until it is varied in accordance with the Dispute Resolution Procedure;

(B) the CfD Counterparty considers that a Relevant Construction Event has not occurred, the Installed Capacity Estimate shall remain unadjusted for the purposes of the Contract for Difference unless and until a resolution or determination to the contrary is made in accordance the Dispute Resolution Procedure; or

(C) the CfD Counterparty requires the Generator to provide RCE Supporting Information:

(i) the Generator shall provide the RCE Supporting Information as soon as reasonably practicable and in any event no later than ten (10) Business Days after receipt of the RCE Response Notice, or such longer period as is specified by the CfD Counterparty; and

(ii) upon receipt of the RCE Supporting Information, the CfD Counterparty shall, no later than ten (10) Business Days after receipt of the RCE Supporting Information, give a further RCE Response Notice to the Generator (a "**Further RCE Response Notice**"). A Further RCE Response Notice shall specify whether the CfD Counterparty:

(a) considers that a Relevant Construction Event has or has not occurred; and

(b) accepts or does not accept the RCE-Adjusted Installed Capacity Estimate.

5.6 Nothing in Conditions 5.1 to 5.9 (inclusive) shall require the CfD Counterparty to specify in any RCE Response Notice or Further RCE Response Notice that a Relevant Construction Event has occurred or that the CfD Counterparty accepts any RCE-Adjusted Installed Capacity Estimate unless and until the CfD Counterparty is satisfied of the same.

5.7 Any RCE Notice shall be irrevocable and, if the Installed Capacity Estimate is reduced pursuant to this Condition 5 (*Adjustment to Installed Capacity Estimate: Relevant Construction Event*), the Generator may not subsequently increase the Installed Capacity Estimate.

5.8 Subject to Condition 5.3, the Generator may give an RCE Notice on only one (1) occasion prior to the RCE Deadline. Any RCE Notice received by the CfD Counterparty after the RCE Deadline shall be invalid and of no effect.

5.9 No adjustment to the Strike Price shall be made solely as a result of a reduction to the Installed Capacity Estimate pursuant to Conditions 5.1 to 5.9 (inclusive).

***Relevant Planning Restriction***

5.10 Conditions 5.11 to 5.18 (inclusive) shall only apply where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind).

5.11 The Generator may, if it considers that a Relevant Planning Restriction has been imposed, give a notice to the CfD Counterparty (an "**RPR Notice**"). An RPR Notice must be given to the CfD Counterparty by the Milestone Delivery Date and shall:

(A) specify:

(i) the reduction to the Installed Capacity Estimate which the Generator considers to be necessary to take into account the Relevant Planning Restriction; and

(ii) the Installed Capacity Estimate which will apply if such reduction is made (an "**RPR-Adjusted Installed Capacity Estimate**");

(B) include details of any change to the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement; and

(C) include such Supporting Information as the Generator considers to be relevant to evidence:

(i) the imposition of the Planning Restriction and the basis for the Generator having concluded that the Planning Restriction constitutes a Relevant Planning Restriction;

(ii) the basis for the Generator having concluded that, as a result of the existence or occurrence of the Relevant Planning Restriction, the Installed Capacity Estimate is required to be reduced to the RPR-Adjusted Installed Capacity Estimate; and

(iii) the details of any change to the assets comprising the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) the Offshore

Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement.

5.12 Each RPR Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the RPR Notice.

5.13 If the Generator gives an RPR Notice to the CfD Counterparty, the CfD Counterparty shall, no later than twenty (20) Business Days after receipt of such RPR Notice, give a notice to the Generator (an "**RPR Response Notice**"). An RPR Response Notice shall specify whether the CfD Counterparty considers that:

(A) a Relevant Planning Restriction has been imposed;

(B) it accepts or does not accept the RPR-Adjusted Installed Capacity Estimate; or

(C) the CfD Counterparty has not been provided with sufficient Supporting Information to determine:

(i) whether a Relevant Planning Restriction has been imposed;

(ii) whether it will accept the RCE-Adjusted Installed Capacity Estimate;

(iii) the change to the Facility which will result from the proposed reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement; or

(iv) any combination of the foregoing,

in which case the CfD Counterparty shall provide details of the additional Supporting Information which the CfD Counterparty requires to determine (as relevant) whether a Relevant Planning Restriction has been imposed, whether to accept the RPR-Adjusted Installed Capacity Estimate or the change to the assets which comprise the Facility (the "**RPR Supporting Information**").

5.14 If the CfD Counterparty specifies in an RPR Response Notice that:

(A) the CfD Counterparty considers that a Relevant Planning Restriction has occurred, then (except where it has requested RPR Supporting Information relating to the RPR-Adjusted Installed Capacity Estimate) the RPR Response Notice shall:

(i) include a confirmation that the CfD Counterparty agrees with the RPR-Adjusted Installed Capacity Estimate specified in the RPR Notice, in which case the RPR-Adjusted Installed Capacity Estimate shall constitute the Installed Capacity Estimate with effect from the date of the RPR Response Notice; or

(ii) state that the CfD Counterparty does not agree with the RPR-Adjusted Installed Capacity Estimate specified in the RPR Notice, in which case the Installed Capacity Estimate shall remain unadjusted for the purposes of the Contract for Difference unless and until it is varied in accordance with the Dispute Resolution Procedure;

(B) the CfD Counterparty considers that a Relevant Planning Restriction has not been imposed, the Installed Capacity Estimate shall remain unadjusted for the purposes of the Contract for Difference unless and until a resolution or determination to the contrary is made in accordance the Dispute Resolution Procedure; or

(C) the CfD Counterparty requires the Generator to provide RPR Supporting Information:

(i) the Generator shall provide the RPR Supporting Information as soon as reasonably practicable and in any event no later than ten (10) Business Days after receipt of the RPR Response Notice, or such longer period as is specified by the CfD Counterparty; and

(ii) upon receipt of the RPR Supporting Information, the CfD Counterparty shall, no later than ten (10) Business Days after receipt of the RPR Supporting Information, give a further RPR Response Notice to the Generator (a "**Further RPR Response Notice**"). A Further RPR Response Notice shall specify whether the CfD Counterparty:

(a) considers that a Relevant Planning Restriction has or has not been imposed; and

(b) accepts or does not accept the RPR-Adjusted Installed Capacity Estimate.

5.15 Nothing in Conditions 5.11 to 5.18 (inclusive) shall require the CfD Counterparty to specify in any RPR Response Notice or Further RPR Response Notice that a Relevant Planning Restrictions has been imposed or that the CfD Counterparty accepts any RPR-Adjusted Installed Capacity Estimate unless and until the CfD Counterparty is satisfied of the same.

5.16 Any RPR Notice shall be irrevocable and, if the Installed Capacity Estimate is reduced pursuant to Conditions 5.11 to 5.18 (inclusive), the Generator may not subsequently increase the Installed Capacity Estimate.

5.17 The Generator may give an RPR Notice on only one (1) occasion prior to the Milestone Delivery Date. Any RPR Notice received by the CfD Counterparty after the Milestone Delivery Date shall be invalid and of no effect.

5.18 No adjustment to the Strike Price shall be made solely as a result of a reduction to the Installed Capacity Estimate pursuant to Conditions 5.11 to 5.17 (inclusive).

## 6. ADJUSTMENT TO INSTALLED CAPACITY ESTIMATE: PERMITTED REDUCTION

6.1 The Generator may, if it considers that the Installed Capacity will be lower than the Installed Capacity Estimate, give a notice to the CfD Counterparty (an "**ICE Adjustment Notice**"). An ICE Adjustment Notice must be given to the CfD Counterparty no later than the Milestone Delivery Date (the "**ICE Adjustment Deadline**") and shall:

(A) specify:

(i) the amount by which the Installed Capacity will be lower than the Installed Capacity Estimate;

(ii) the new Installed Capacity Estimate which is to apply to the Facility as a result of such reduction (the "**Revised ICE**");

(B) include details of any change in the Facility which will result from the reduction to the Installed Capacity Estimate (which shall include revised details of the assets comprising the Facility and any revised aerial view of the unique geographical location of (a) the Facility, (b) the Facility Metering Equipment, and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System), as well as any change to the geographical coordinates specified in Annex 1 of the CfD Agreement; and

(C) include such Supporting Information as the Generator considers to be relevant to evidence the detail of any changes to the asset comprising the Facility which will result from the reduction to the Installed Capacity Estimate.

6.2 The Revised ICE shall constitute the Installed Capacity Estimate with effect from the date of the ICE Adjustment Notice, provided that if an ICE Adjustment Notice specifies a Revised ICE which is less than seventy-five per cent. (75%) of the Initial Installed Capacity Estimate (or, if relevant, the RCE-Adjusted Installed Capacity Estimate), such ICE Adjustment Notice shall be invalid and of no effect.

6.3 Any ICE Adjustment Notice shall be irrevocable and the Generator may not subsequently increase the Installed Capacity Estimate.

6.4 The Generator may give an ICE Adjustment Notice on only one (1) occasion prior to the ICE Adjustment Deadline. Any ICE Adjustment Notice given to the CfD Counterparty after the ICE Adjustment Deadline shall be invalid and of no effect.

6.5 No adjustment to the Strike Price shall be made solely as a result of an adjustment to the Installed Capacity Estimate pursuant to this Condition 6 (*Adjustment to Installed Capacity Estimate: Permitted reduction*).

## 7. FINAL INSTALLED CAPACITY; MAXIMUM CONTRACT CAPACITY

7.1 The Generator shall, following the Start Date, and in any event no later than ten (10) Business Days after the Longstop Date, give a notice to the CfD Counterparty (a "**Final Installed Capacity Notice**"). A Final Installed Capacity Notice shall:

(A) specify the Installed Capacity which has been Commissioned as at the date of such notice which shall not, in any event, exceed the Installed Capacity Estimate (the "**Final Installed Capacity**");

(B) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of its conclusion, including a description of the Facility (as prescribed in Schedule 1, Part A, paragraph (C) as at the date of such notice; and

(C) where a Hybrid Metering Physical Transition Date has occurred before the Start Date, be invalid and of no effect to the extent that its effect is or would result in a contravention of Condition 31.1(G).

7.2 A Final Installed Capacity Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Final Installed Capacity Notice.

7.3 The Generator shall not give to the CfD Counterparty more than one (1) Final Installed Capacity Notice.

7.4 The CfD Counterparty shall, no later than twenty (20) Business Days after receipt of the Final Installed Capacity Notice, give a notice to the Generator (a "**Final Installed Capacity Response Notice**"). A Final Installed Capacity Response Notice shall specify that either:

(A) the CfD Counterparty agrees with the Final Installed Capacity as specified in the Final Installed Capacity Notice; or

(B) the CfD Counterparty has:

(i) not been provided with sufficient Supporting Information to determine the Final Installed Capacity or a description of the Facility (as prescribed in Schedule 1, Part A, paragraph (C)); and/or

(ii) not agreed with the Final Installed Capacity which has been Commissioned as specified in the Final Installed Capacity Notice giving reasons;

as at the date of the Final Installed Capacity Notice, in which case the Final Installed Capacity Response Notice shall provide details of any additional or revised Supporting Information which the CfD Counterparty requires to determine the Final Installed Capacity or the details of the assets comprising the Facility as at the date of the Final Installed Capacity Notice (the "**Final Installed Capacity Supporting Information**").

7.5 If the CfD Counterparty:

(A) gives a Final Installed Capacity Response Notice pursuant to Condition 7.4(A), the Final Installed Capacity shall be the amount so specified in the Final Installed

Capacity Notice with effect from the date of the Final Installed Capacity Notice; or

(B) gives a Final Installed Capacity Response Notice pursuant to Condition 7.4(B):

(i) the Generator shall provide the Final Installed Capacity Supporting Information, and where relevant if Condition 7.4(B)(ii) applies, a response to the reasons for disagreement with the Final Installed Capacity as proposed by the CfD Counterparty as soon as reasonably practicable and in any event no later than ten (10) Business Days after receipt of the Final Installed Capacity Response Notice, or such longer period as is specified by the CfD Counterparty; and

(ii) upon receipt of the Final Installed Capacity Supporting Information, and where relevant if Condition 7.4(B)(ii) applies, a response to the reasons for disagreement with the Final Installed Capacity as proposed by the CfD Counterparty, the CfD Counterparty shall, no later than twenty (20) Business Days after receipt of the Final Installed Capacity Supporting Information, give a further Final Installed Capacity Response Notice to the Generator.

7.6 Nothing in this Condition 7 (*Final Installed Capacity; Maximum Contract Capacity*) shall require the CfD Counterparty to specify in any Final Installed Capacity Response Notice that the CfD Counterparty accepts the Final Installed Capacity notified to it by the Generator unless and until the CfD Counterparty is satisfied of the same.

7.7 Without prejudice to the CfD Counterparty's right to terminate the Contract for Difference pursuant to Condition 51.6 on the occurrence of a Termination Event falling within Condition 53.1(D), if the Generator does not give the CfD Counterparty a Final Installed Capacity Notice on or prior to the date which is ten (10) Business Days after the later of:

(A) the Longstop Date; and

(B) the date which is ten (10) Business Days after the CfD Counterparty has given notice to the Generator (on or at any time after the date falling ten (10) Business Days prior to the Longstop Date) reminding the Generator of the requirement to give a Final Installed Capacity Notice,

the Final Installed Capacity shall, with effect from the Longstop Date, be deemed to be eighty per cent. (80%) of the Installed Capacity Estimate.

7.8 Without prejudice to the CfD Counterparty's right to terminate the Contract for Difference on the occurrence of a Termination Event falling within Condition 53.1(D), if:

(A) the Generator does not provide the additional or revised Final Installed Capacity Supporting Information which is sufficient for the CFD Counterparty to determine the Final Installed Capacity or the assets comprising the Facility; or

(B) the Generator fails to demonstrate the determination of the Final Installed Capacity to the satisfaction of the CfD Counterparty,

within ten (10) Business Days after receipt of the further Final Installed Capacity Response Notice, or such longer period as is specified by the CfD Counterparty the CfD Counterparty may deem the Final Installed Capacity to be eighty per cent. (80%) of the Installed Capacity Estimate, until such time as the CfD Counterparty agrees the Final Installed Capacity.

## Part 5A
## Payment calculations: Baseload Technologies

### 8. APPLICATION

This Part 5A (*Payment calculations: Baseload Technologies*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

### 9. DEFINITIONS: PART 5A

In this Part 5A (*Payment calculations: Baseload Technologies*):

"**Baseload Difference Amount**" means, in respect of a Settlement Unit, an amount (expressed in pounds) calculated in accordance with the following formula:

Baseload Difference Amount = Difference x $MAX(MIN(Q_t \times h_t \times RQM_t \times CHPQM_t \times TLM_t \times ACTEM_t, FAM_t), 0)$

where:

| | |
|---|---|
| $Q_t$ | is the Maximum Contract Capacity applicable to Settlement Unit (t); |
| $h_t$ | is the number of hours in Settlement Unit (t); |
| $RQM_t$ | is the Renewable Qualifying Multiplier in Settlement Unit (t) if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); |
| $CHPQM_t$ | is the CHP Qualifying Multiplier in Settlement Unit (t) if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); |
| $TLM_t$ | is the transmission loss multiplier allocated in accordance with the BSC, or any new or substituted multiplier or factor which is in the nature of, or similar to, a transmission loss multiplier, in Settlement Unit (t); |
| $ACTEM_t$ | is the ACT Efficiency Multiplier in the Settlement Unit (t) if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); and |
| $FAM_t$ | is the Fully Adjusted Metered Output during Settlement Unit (t), |

provided that in respect of any and all Settlement Units which form part of a Baseload Negative Price Period, the Baseload Difference Amount shall be zero (0);

"**Baseload Forward Season Contract**" means a contract relating to the delivery of a firm volume of energy in each Settlement Unit within the Season immediately following the Season in which such contract is entered into (whether physically or cash settled);

"**Baseload Forward Season Index**" means an index or other source of prices of Baseload Forward Season Contracts from which the Baseload Forward Season Trading Day Price can be calculated and "**Baseload Forward Season Indices**" shall be construed accordingly;

"**Baseload Forward Season Trading Day Price**" means the volume weighted average price for all Baseload Forward Season Contracts reported by a Baseload Price Source in respect of Trading Day (i) calculated, subject to Condition 15.3 (where applicable), in accordance with the following formula:

$$\text{Baseload Forward Season Trading Day Price} = \frac{\sum_{n=1}^{t}\left(P_n \times V_n\right)}{\sum_{n=1}^{t}\left(V_n\right)}$$

where:

*n* is a whole number integer representing a Baseload Forward Season Contract on the relevant Trading Day (i);

*t* is the total number of Baseload Forward Season Contracts entered into on the relevant Trading Day (i), as reported by the relevant Baseload Price Source;

$P_n$ is the price (expressed in £/MWh) of Baseload Forward Season Contract (n); and

$V_n$ is the volume (expressed in MWh) of Baseload Forward Season Contract n);

"**Baseload Market Reference Price**" has the meaning given to that term in Condition 15.2;

"**Baseload Price Sources**" means the Baseload Forward Season Indices to be used in the calculation of the Baseload Market Reference Price, being the Initial BMRP Indices or such other replacement or supplementary Baseload Forward Season Indices which are required to be so used as a result of the operation of the provisions of Part A of Annex 4 (*BMRP*), and "**Baseload Price Source**" shall be construed accordingly;

"**Baseload Negative Price Period**" means any period of one (1) or more Settlement Units in respect of which the Intermittent Market Reference Price during the corresponding period of Intermittent Settlement Units is negative (that is, less than £0/MWh) and, for the purposes of the foregoing: (i) the Intermittent Market Reference Price shall be calculated in accordance with Part 5B (*Payment calculations: Intermittent Technologies*); and (ii) "**Intermittent Settlement Unit**" means each hour period in a day divided into hour-long periods starting at 00:00 on such day);

"**Calculation Season**" means a Season for which the Baseload Market Reference Price is calculated;

"**Energy Content**" has the meaning given to that term in Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) in relation to a substance's "gross calorific value" (provided that this definition shall apply to the Contract

for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

"**Estimated Output Billing Statement**" has the meaning given to that term in Condition 10.2;

"**Estimated Output Settlement Unit**" has the meaning given to that term in Condition 10.2;

"**Fallback Baseload Price**" has the meaning given to that term in Annex 4 (*BMRP*);

"**Initial BMRP Indices**" means the LEBA Baseload Index and the NASDAQ Baseload Index;

"**LEBA Baseload Index**" means the Baseload Forward Season Index reported by the London Energy Brokers' Association;

"**Metered Output Cut-Off Time**" means, in relation to each Billing Period, 14:00 on the sixth ($6^{th}$) Business Day following such Billing Period;

"**NASDAQ Baseload Index**" means the Baseload Forward Season Index reported by NASDAQ OMX Commodities A.S.;

"**Reference Price Sample Period**" means the Season before the Calculation Season;

"**Replicated Trades**" has the meaning given to that term in Condition 15.3;

"**Trading Day**" means any day on which trading on the markets from which the Baseload Price Sources are derived ordinarily takes place; and

"**Volume Comparison Metric**" has the meaning given to that term in Condition 15.3(A).

## 10. FULLY ADJUSTED METERED OUTPUT

***Fully Adjusted Metered Output calculation***

10.1 The CfD Counterparty shall calculate the Fully Adjusted Metered Output in respect of each Settlement Unit. The "**Fully Adjusted Metered Output**" in respect of each Settlement Unit shall be:

(A) (subject to Conditions 10.2 to 10.4) the Loss Adjusted Metered Output for such Settlement Unit as reported by a BSC Company or a BSC Agent to the CfD Counterparty; multiplied by

(B) the LAMO Apportionment Factor applicable to that Settlement Unit; multiplied by

(C) the Renewable Qualifying Multiplier in relation to such Settlement Unit if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); multiplied by

(D) the CHP Qualifying Multiplier in relation to such Settlement Unit if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); multiplied by

(E) the ACT Efficiency Multiplier in relation to such Settlement Unit if the ACT Efficiency is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1).

***Estimates of Loss Adjusted Metered Output***

10.2 If the CfD Counterparty has not received notification from a BSC Company or a BSC Agent of the Loss Adjusted Metered Output for any Settlement Unit (an "**Estimated Output Settlement Unit**") within a Billing Period (an "**Estimated Output Billing Period**") on or prior to the Metered Output Cut-Off Time, the Loss Adjusted Metered Output for the Estimated Output Settlement Unit, as set out in the Billing Statement relating to such Estimated Output Billing Period (an "**Estimated Output Billing Statement**"), shall be calculated by the CfD Counterparty in accordance with Condition 10.3.

10.3 The estimated Loss Adjusted Metered Output for each Estimated Output Settlement Unit comprised within an Estimated Output Billing Period (the "**Estimated LAMO**") shall:

(A) except where paragraph (B) applies, be calculated by the CfD Counterparty as being the Loss Adjusted Metered Output in the most recent Settlement Unit prior to the Estimated Output Settlement Unit for which the CfD Counterparty has received notification of the Loss Adjusted Metered Output from a BSC Company or a BSC Agent;

(B) where this paragraph (B) applies, be a reasonable estimate by the CfD Counterparty of the Loss Adjusted Metered Output based on:

(i) the Actual Generation Output Data provided by the Generator (if provided or available); and

(ii) any other information reasonably available to the CfD Counterparty that it considers relevant

10.3A Condition 10.3(B) applies if there has been no Settlement Units prior to the Estimated Output Settlement Unit for which the CfD Counterparty has received notification of the Loss Adjusted Metered Output from a BSC Company or a BSC Agent, provided that, if at the time of an Estimated Output Settlement Unit the Facility is not a BM Unit, reference to Loss Adjusted Metered Output shall, for the purposes Condition 10.3(B), be interpreted as a measure of electrical output equivalent to Loss Adjusted Metered Output.

***Recalculations of Estimated LAMO***

10.4 If a BSC Company or a BSC Agent subsequently notifies the CfD Counterparty of the Loss Adjusted Metered Output for an Estimated Output Settlement Unit or, where an estimate has been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 10.3(B), more accurate information about electrical output

from the Facility during that Estimated Output Settlement Unit becomes known to the CfD Counterparty:

(A) the CfD Counterparty shall recalculate the Fully Adjusted Metered Output for such Settlement Unit using such Loss Adjusted Metered Output or more accurate information (as the case may be);

(B) if the calculation performed by the CfD Counterparty pursuant to Condition 10.4(A) results in a different Fully Adjusted Metered Output than that calculated by the CfD Counterparty in relation to the Estimated Output Settlement Unit and reflected in the relevant Estimated Output Billing Statement, then:

(i) the recalculated Fully Adjusted Metered Output shall be used by the CfD Counterparty to recalculate:

(a) the Baseload Difference Amount for the relevant Estimated Output Settlement Unit; and

(b) the Aggregate Difference Amount for the Estimated Output Billing Period;

(ii) any adjustment to the Aggregate Difference Amount for the Estimated Output Billing Period shall be treated as and will constitute a Reconciliation Amount; and

(iii) such Reconciliation Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty; and

(C) where an estimate has been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 10.3(B), notwithstanding Condition 22.6, the CfD Counterparty may apply Default Interest to any Reconciliation Amount owed in its favour, if:

(i) the Generator could reasonably have but failed to provide Actual Generation Output Data when requested under Condition 32.1(K) or is in breach of its obligation to permit the CfD Counterparty to exercise the Metering Access Right; and

(ii) the Reconciliation Amounts relate to any period before the Operational Condition Precedent in Paragraph 2.1(C) of Part B of Schedule 1 (*Conditions Precedent*) has been waived or fulfilled,

and where Default Interest is so applied, no Compensatory Interest Amount shall accrue and be calculated pursuant to Condition 22.6.

***Estimates of LAMO Apportionment Factor***

10.5 From a Hybrid Metering Physical Transition Date, if the CfD Counterparty has not obtained Information and Monitoring System Data for any Settlement Unit from the Head End System (an "**Estimated IMSD Settlement Unit**") within a Billing Period (an "**Estimated IMSD Billing Period**") on or prior to the Metered Output Cut-Off Time, the

Fully Adjusted Metered Output for the Estimated IMSD Settlement Unit, as set out in the Billing Statement relating to such Estimated IMSD Billing Period (an "**Estimated IMSD Billing Statement**"), shall be calculated by the CfD Counterparty using an estimate of the LAMO Apportionment Factor (the "**Estimated AF**") for that Estimated IMSD Settlement Unit in accordance with Condition 10.6.

10.6 Subject to Conditions 10.7 and 10.8, the Estimated AF for each Estimated IMSD Settlement Unit comprised within an Estimated IMSD Billing Period shall:

(A) except where paragraph (B) applies, be calculated by the CfD Counterparty using the LAMO Apportionment Factor for the most recent Settlement Unit prior to the Estimated IMSD Settlement Unit for which the CfD Counterparty has obtained the Information and Monitoring System Data; or

(B) where this paragraph (B) applies, using a reasonable estimate of the LAMO Apportionment Factor based on:

(i) the Actual IMSD Data provided by the Generator (if provided or available); and

(ii) any other information reasonably available to the CfD Counterparty that it considers relevant.

10.7 Condition 10.6(B) applies if:

(A) there has been no Settlement Units prior to the Estimated IMSD Settlement Unit for which the CfD Counterparty has obtained Information and Monitoring System Data from the Head End System; or

(B) the CfD Counterparty considers (acting reasonably) the data it has obtained pursuant Condition 10.6(B) is sufficiently accurate and comprehensive for the purpose of calculating the LAMO Apportionment Factor.

***Recalculations of Estimated LAMO***

10.8 If the CfD Counterparty subsequently obtains Information and Monitoring System Data from the Head End System for an Estimated IMSD Settlement Unit or, where an estimate has been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 10.6(B), more accurate information about Electrical Energy Output from the Hybrid Facility Generating Unit(s) during that Estimated IMSD Settlement Unit becomes known to the CfD Counterparty:

(A) the CfD Counterparty shall recalculate the Fully Adjusted Metered Output for such Settlement Unit using such Information and Monitoring System Data or more accurate information (as the case may be);

(B) if the calculation performed by the CfD Counterparty pursuant to paragraph (A) results in a different Fully Adjusted Metered Output than that calculated by the CfD Counterparty in relation to the Estimated IMSD Settlement Unit and reflected in the relevant Estimated IMSD Billing Statement, then:

(i) the recalculated Fully Adjusted Metered Output shall be used by the CfD Counterparty to recalculate:

(a) the Baseload Difference Amount for the relevant Estimated IMSD Settlement Unit; and

(b) the Aggregate Difference Amount for the Estimated IMSD Billing Period;

(ii) any adjustment to the Aggregate Difference Amount for the Estimated IMSD Billing Period shall be treated as and will constitute a Reconciliation Amount; and

(iii) such Reconciliation Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty; and

(C) where an estimate has been made for an Estimated IMSD Settlement Unit by the CfD Counterparty under Condition 10.6(B), notwithstanding Condition 22.6, the CfD Counterparty may apply Default Interest to any Reconciliation Amount owed in its favour, if it results from either of the following:

(i) the failure of the Information and Monitoring System to provide accurate Information and Monitoring System Data; or

(ii) the Generator's failure to provide Actual IMSD Data pursuant to Condition 31.21(C)(ii),

and where Default Interest is so applied, no Compensatory Interest Amount shall accrue and be calculated pursuant to Condition 22.6.

***Interpretation***

10.9 Any reference in Conditions 10.1 to 10.4 (inclusive) to a BSC Company or a BSC Agent notifying or reporting to the CfD Counterparty the Loss Adjusted Metered Output for a Settlement Unit shall, in the case of a Dual Scheme Facility, be construed with due regard to the CfD Counterparty's obligation to calculate the Imported Electricity Allowance pursuant to Condition 13 (*Baseload Dual Scheme Facilities*).

**11. RENEWABLE QUALIFYING MULTIPLIER**

***Application***

11.1 This Condition 11 (*Renewable Qualifying Multiplier*) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

***Calculation of Renewable Qualifying Multiplier***

11.2 The CfD Counterparty shall calculate the Renewable Qualifying Multiplier in respect of each RQM Calculation Month. The Renewable Qualifying Multiplier shall, in respect of

each Settlement Unit within an RQM Calculation Month, be the amount so calculated by the CfD Counterparty in accordance with the RQM Calculation Methodology.

***Calculation of RQM Adjustment Amounts***

11.3 If, pursuant to the RQM Calculation Methodology, an adjustment to the Renewable Qualifying Multiplier for any Settlement Unit is calculated by the CfD Counterparty:

(A) the CfD Counterparty shall recalculate the Fully Adjusted Metered Output for each Settlement Unit to which the adjusted Renewable Qualifying Multiplier applies;

(B) the difference between the original and the recalculated amount shall be used by the CfD Counterparty to recalculate:

(i) the Baseload Difference Amount for each relevant Settlement Unit; and

(ii) the Aggregate Difference Amount for each Billing Period to which such Settlement Units relate;

(C) any adjustment to the Aggregate Difference Amount shall be treated as and constitute an RQM Adjustment Amount; and

(D) such RQM Adjustment Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty.

**12. CHP QUALIFYING MULTIPLIER**

***Application***

12.1 This Condition 12 (*CHP Qualifying Multiplier*) shall apply to the Contract for Difference only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

***Calculation of CHP Qualifying Multiplier***

12.2 The CfD Counterparty shall calculate the CHP Qualifying Multiplier in respect of each Settlement Unit. The CHP Qualifying Multiplier shall, in respect of each Settlement Unit, be the amount so calculated by the CfD Counterparty in accordance with the CHPQM Calculation Methodology.

**12A ACT EFFICIENCY MULTIPLIER**

***Application***

12A.1 This Condition 12A (*ACT Efficiency Multiplier*) shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CFD Agreement.

***Determining the ACT Efficiency Multiplier***

12A.2 The CfD Counterparty shall determine the ACT Efficiency Multiplier in respect of each ACT Efficiency Period. The ACT Efficiency Multiplier shall, in respect of each Settlement Unit within an ACT Efficiency Period, be the amount so determined by the CfD Counterparty in accordance with the ACT Efficiency Calculation Methodology.

***ACT Efficiency Multiplier Adjustment Amounts***

12A.3 If, pursuant to Part G of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), an adjustment to the ACT Efficiency Multiplier for any Settlement Unit is calculated by the CfD Counterparty:

(A) the CfD Counterparty shall recalculate Fully Adjusted Metered Output for each Settlement Unit to which the adjusted ACT Efficiency Multiplier applies;

(B) the difference between the original and the recalculated amount shall be used by the CfD Counterparty to recalculate:

(i) the Baseload Difference Amount for each relevant Settlement Unit; and

(ii) the Aggregate Difference Amount for each Billing Period to which the Settlement Units relate;

(C) any adjustment to the Aggregate Difference Amount shall be treated as and constitute an ACT Efficiency Adjustment Amount; and

(D) such an ACT Efficiency Adjustment Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty.

**13. BASELOAD DUAL SCHEME FACILITIES**

***Application***

13.1 This Condition 13 (*Baseload Dual Scheme Facilities*) shall apply to the Contract for Difference only if the Facility is a Baseload Dual Scheme Facility.

13.2 Conditions 13.5 to 13.7 shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

***Imported Electricity Allowance calculation***

13.3 For the purposes of calculating the Loss Adjusted Metered Output of a Baseload Dual Scheme Facility in respect of any Settlement Unit, the Imported Electricity Allowance in respect of that Settlement Unit shall be estimated in accordance with Condition 13.4, subject to recalculation in accordance with Conditions 13.5 to 13.7.

***Estimated Imported Electricity Allowance***

13.4 The estimated Imported Electricity Allowance in respect of each Settlement Unit shall be calculated by the CfD Counterparty in accordance with the following formula:

estimated Imported Electricity Allowance = $A \times \frac{B}{C}$

where:

*A* is the total Imported Input Electricity (expressed in MWh) used by the Generating Station in that Settlement Unit;

*B* is the lesser of:

(i) the Installed Capacity (expressed in MW) which has been Commissioned plus (where a Hybrid Metering Physical Transition Date has occurred) the Related Facility Capacity (expressed in MW), as at such Settlement Unit; and

(ii) the Maximum Contract Capacity (expressed in MW) of the Facility plus (where a Hybrid Metering Physical Transition Date has occurred) the Related Facility Capacity (expressed in MW), as at such Settlement Unit; and

*C* is the aggregate capacity (expressed in MW) of all Generating Units comprising the Generating Station as at such Settlement Unit (on the assumption that all such generating facilities are operated on a continual basis at the maximum capacity possible without causing damage to them and assuming any source of power used by them to generate electricity is available to them without interruption).

***Recalculation of Imported Electricity Allowance***

13.5 If:

(A) the Imported Electricity Allowance in respect of a Settlement Unit has been estimated pursuant to Condition 13.4; and

(B) the CfD Counterparty receives an FMS Report in relation to the RQM Calculation Month in which such Settlement Unit falls,

the CfD Counterparty shall recalculate the Imported Electricity Allowance in accordance with Conditions 13.6 and 13.7.

13.6 The recalculated Imported Electricity Allowance in respect of any Settlement Unit shall be:

recalculated Imported Electricity Allowance = $D \times \frac{E}{F}$

where:

*D* is the total Imported Input Electricity (expressed in MWh) used by the Generating Station in that Settlement Unit;

*E* is the Energy Content (expressed in megajoules) of all of the fuels used in generating the Whole Facility's gross output during the RQM Calculation Month in which that Settlement Unit falls, as set out in the FMS Report referred to in Condition 13.5(B); and

*F* is the Energy Content (expressed in megajoules) of all of the fuels used in generating that Generating Station's gross output during the RQM Calculation Month in which that Settlement Unit falls, as set out in the FMS Report referred to in Condition 13.5(B).

13.7 Where an Imported Electricity Allowance has been recalculated pursuant to Condition 13.6 in respect of an RQM Calculation Month then:

(A) the difference between the estimated Imported Electricity Allowance calculated pursuant to Condition 13.4 and the recalculated Imported Electricity Allowance calculated pursuant to Condition 13.6 shall be used by the CfD Counterparty to recalculate the Baseload Difference Amount for each Settlement Unit falling in that RQM Calculation Month;

(B) the difference between:

(i) the aggregate of the Baseload Difference Amounts for all Settlement Units falling within each Billing Period in that RQM Calculation Month calculated using the estimated Imported Electricity Amount; and

(ii) the aggregate of the Baseload Difference Amounts for all Settlement Units falling within each Billing Period in that RQM Calculation Month calculated using the recalculated Imported Electricity Amount,

shall be an "**Imported Allowance Adjustment Amount**"; and

(C) such Imported Allowance Adjustment Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty.

## 14. STRIKE PRICE ADJUSTMENTS

***Strike Price***

14.1 The Strike Price shall be adjusted only in accordance with the express provisions of the Contract for Difference.

***Strike Price indexation***

14.2 The CfD Counterparty shall calculate an indexation adjustment to the Strike Price during the Strike Price Adjustment Calculation Period in each calendar year of the Term (each such adjustment, an "**Indexation Adjustment**").

14.3 Each Indexation Adjustment shall:

(A) become effective on the first (1st) day of the Summer Season in the calendar year in which the Indexation Adjustment is calculated (each such date, an "**Indexation Anniversary**"); and

(B) use the CPI for January of the relevant calendar year save where the CPI for January is not published by the first (1st) day of the Summer Season in such calendar year, in which case the Reference CPI shall be used.

14.4 The Strike Price which is to apply with effect from each Indexation Anniversary as a result of the Indexation Adjustment shall be calculated by the CfD Counterparty in accordance with the following formula:

$$\text{Strike Price} = \mathbf{(}\left(SP^{base} + ADJ_t^{base}\right) \times \Pi_t \mathbf{)} + \sum \text{TLM(D)SPA}$$

where:

$SP^{base}$ is the Initial Strike Price;

$ADJ_t^{base}$ denotes the sum of the Strike Price Adjustments applicable to Settlement Unit (t) (other than any adjustment pursuant to Condition 47 (TLM(D) Charges)), applicable immediately prior to the relevant Indexation Anniversary, expressed in Base Year Terms;

$\Pi_t$ is the Inflation Factor applicable to Settlement Unit (t); and

∑TLM(D)SPA denotes the sum of the TLM(D) Strike Price Adjustments (this includes all prior year TLM(D) Strike Price Adjustments and the TLM(D) Strike Price Adjustment set out in that year's TLM(D) Charges Report).

14.5 On or before the Indexation Adjustment takes effect in respect of each Indexation Anniversary, the CfD Counterparty shall revise the Strike Price to take account of any and all Strike Price Adjustments made in the period to such Indexation Anniversary.

14.6 The CfD Counterparty shall notify the Generator of the revised Strike Price no later than five (5) Business Days after each Indexation Anniversary.

***Other Strike Price Adjustments***

14.7 Other Strike Price Adjustments may also be effected pursuant to and in accordance with the Contract for Difference.

14.8 NOT USED.

14.9 NOT USED.

14.10 NOT USED.

14.11 NOT USED.

## 15. BASELOAD MARKET REFERENCE PRICE

***Calculation of Baseload Market Reference Price***

15.1 The CfD Counterparty shall, on the first (1st) Business Day of a Calculation Season:

(A) use reasonable endeavours to identify any Replicated Trades in relation to the Baseload Price Sources utilised in the calculation of the Baseload Market Reference Price in relation to such Calculation Season; and

(B) subject to Condition 15.3, calculate the Baseload Market Reference Price for each Settlement Unit of such Calculation Season.

15.2 The "**Baseload Market Reference Price**" shall be expressed in £/MWh and shall, in respect of each Settlement Unit, be calculated in accordance with the following formula:

$$\text{Baseload Market Reference Price} = \sum_{i=1}^{d}\left(\frac{\sum_{j=1}^{e}\left(BP_{i,j} \times BQ_{i,j}\right)}{\sum_{j=1}^{e}\left(BQ_{i,j}\right)}\right) \times \frac{1}{N_d}$$

where:

*d* is the number of Trading Days in the Reference Price Sample Period;

*e* is the number of Baseload Price Sources or, where the Fallback Baseload Price applies, the number of prices in respect of the relevant Trading Day which are utilised in the calculation of the Fallback Baseload Price in relation to such Settlement Unit pursuant to paragraph 4 of Part C of Annex 4 (*BMRP*);

$BP_{i,j}$ is, for each Baseload Price Source (j), the Baseload Forward Season Trading Day Price calculated in respect of Trading Day (i) in the Reference Price Sample Period or, where the Fallback Baseload Price applies, each price (j) in Trading Day (i) which is utilised in the calculation of the Fallback Baseload Price in relation to such Settlement Unit pursuant to paragraph 4 of Part C of Annex 4 (*BMRP*);

$BQ_{i,j}$ is, for each Baseload Price Source (j), subject to Condition 15.3, the quantity of energy (expressed in MWh) traded through the Baseload Forward Season Contracts considered in determining for Trading Day (i) or, where the Fallback Baseload Price applies, five (5) MWh for each price which is utilised in the calculation of the Fallback Baseload Price in relation to such Settlement Unit pursuant to paragraph 4 of Part C of Annex 4 (*BMRP*); and

$N_d$ is the number of Trading Days in the Reference Price Sample Period for which the total quantity of energy (expressed in MWh) traded on the Baseload Forward Season Indices, $\sum_{j=1}^{e}(BQ_{i,j})$, is greater than zero (0) or, where the Fallback Baseload Price applies, in respect of which any sourced arm's length broker quotes have been utilised in the calculation of the Fallback Baseload Price in relation to such Settlement Unit pursuant to paragraph 4 of Part C of Annex 4 (*BMRP*).

15.3 Where any Baseload Forward Season Contract has been identified by the CfD Counterparty as having been reported in more than one (1) Baseload Price Source (a "**Replicated Trade**"):

(A) $BQ_{i,j}$ for each Baseload Price Source shall be calculated, solely for the purposes of this Condition 15.3, with all Replicated Trades having been excluded from each Baseload Price Source in which they appear (the "**Volume Comparison Metric**"); and

(B) for the purposes of performing the calculation in Condition 15.2 and the calculation of any Baseload Forward Season Trading Day Price used therein, each Replicated Trade shall be included only in one (1) Baseload Price Source, such Baseload Price Source to be the Baseload Price Source in which such Replicated Trade is reported which has the highest Volume Comparison Metric.

***Amendments***

15.4 Condition 9 (*Definitions: Part 5A*) and this Condition 15 (*Baseload Market Reference Price*) may be amended, supplemented or replaced in accordance with Annex 4 (*BMRP*).

## Part 5B
## Payment calculations: Intermittent Technologies

### 16. APPLICATION

This Part 5B (*Payment calculations: Intermittent Technologies*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

### 17. DEFINITIONS: PART 5B

In this Part 5B (*Payment calculations: Intermittent Technologies*):

"**APX Intermittent Index**" means the APX Power UK Auction index, as administered by APX Holding B.V. (either directly or through one (1) or more of its subsidiaries);

"**Day Ahead Hourly Price**" means the price (expressed in £/MWh) for an Intermittent Day Ahead Contract as reflected in an Intermittent Day Ahead Index or Intermittent Day Ahead Indices (as the context requires);

"**Day Ahead Hourly Volume**" means the quantity of energy (expressed in MWh) traded for delivery in a Settlement Unit via the auction occurring on the previous Trading Day (or, in respect of the last Settlement Unit of any day which is also the first (1st) Settlement Unit of a Trading Day, occurring on such Trading Day) and conducted by the operator of the relevant Intermittent Price Source;

"**Estimated Output Billing Statement**" has the meaning given to that term in Condition 18.2;

"**Estimated Output Settlement Unit**" has the meaning given to that term in Condition 18.2;

"**GB Day Ahead Hourly Price**" means the Day Ahead Hourly Price published by an Intermittent Price Source in accordance with EUR 2013/543;

"**IMRP Calculation Date**" means the day which contains the Settlement Unit in respect of which an Intermittent Market Reference Price is being calculated;

"**IMRP Fallback Day**" has the meaning given to that term in Condition 21.2(C)(i);

"**IMRP Fallback Settlement Unit**" has the meaning given to that term in Condition 21.2(C);

"**Initial IMRP Indices**" means the APX Intermittent Index and the N2Ex Intermittent Index;

"**Intermittent Day Ahead Contract**" means a contract relating to the delivery of a firm volume of energy in a specified Settlement Unit within a specified day, entered into in the Trading Day preceding such day (or, in respect of the last Settlement Unit of any day which is also the first (1st) Settlement Unit of a Trading Day, entered into on such Trading Day) (whether physically or cash settled);

"**Intermittent Day Ahead Index**" means an index of Day Ahead Hourly Prices or another source of Day Ahead Hourly Prices and "**Intermittent Day Ahead Indices**" shall be construed accordingly;

"**Intermittent Difference Amount**" means, in respect of a Settlement Unit, an amount (expressed in pounds) calculated in accordance with the following formula:

Intermittent Difference Amount = Difference x $MAX(MIN(Q_t \times h_t \times TLM_t, FAM_t), 0)$

where:

$Q_t$ is the Maximum Contract Capacity applicable to Settlement Unit (t);

$h_t$ is the number of hours in Settlement Unit (t);

$TLM_t$ is the transmission loss multiplier allocated in accordance with the BSC, or any new or substituted multiplier or factor which is in the nature of, or similar to, a transmission loss multiplier, in Settlement Unit (t); and

*FAMt* is the Fully Adjusted Metered Output during Settlement Unit (t),

provided that in respect of any and all Settlement Units which form part of an Intermittent Negative Price Period, the Intermittent Difference Amount shall be zero (0);

"**Intermittent Market Reference Price**" has the meaning given to that term in Condition 21.2;

"**Intermittent Price Sources**" means the Intermittent Day Ahead Indices to be used in the calculation of the Intermittent Market Reference Price, being the Initial IMRP Indices or such other replacement or supplementary Intermittent Day Ahead Indices which are required to be so used as a result of the operation of the provision of Part A of Annex 5 (*IMRP*), and "**Intermittent Price Source**" shall be construed accordingly;

"**Intermittent Negative Price Period**" means any period of one (1) or more Settlement Units in respect of which the Intermittent Market Reference Price is negative (that is, less than £0/MWh);

"**Long Clock Change Day**" means a Clock Change Day consisting of 25 hours;

"**Metered Output Cut-Off Time**" means, in relation to each Billing Period, 14:00 on the sixth ($6^{th}$) Business Day following such Billing Period;

"**N2Ex Intermittent Index**" means the N2Ex Day-Ahead Auction Market index for physical delivery jointly operated by NASDAQ OMX Commodities A.S. and Nord Pool Spot A.S.;

"**Short Clock Change Day**" means a Clock Change Day consisting of twenty-three (23) hours; and

"**Trading Day**" means any day on which trading on the market from which the Intermittent Price Sources are derived ordinarily takes place.

## 18. FULLY ADJUSTED METERED OUTPUT

***Fully Adjusted Metered Output calculation***

18.1 The CfD Counterparty shall calculate the Fully Adjusted Metered Output in respect of each Settlement Unit. The "**Fully Adjusted Metered Output**" in respect of each Settlement Unit shall be (subject to Conditions 18.2 to 18.6) the Loss Adjusted Metered Output for such Settlement Unit as reported by a BSC Company or a BSC Agent to the CfD Counterparty, multiplied by the LAMO Apportionment Factor applicable to that Settlement Unit.

***Estimates of Loss Adjusted Metered Output***

18.2 If the CfD Counterparty has not received notification from a BSC Company or a BSC Agent of the Loss Adjusted Metered Output for any Settlement Unit (an "**Estimated Output Settlement Unit**") within a Billing Period (an "**Estimated Output Billing Period**") on or prior to the Metered Output Cut-Off Time, the Loss Adjusted Metered Output for the Estimated Output Settlement Unit, as set out in the Billing Statement relating to such Estimated Output Billing Period (an "**Estimated Output Billing Statement**"), shall be calculated by the CfD Counterparty in accordance with Condition 18.3.

18.3 Subject to Conditions 18.4 and 18.5, the estimated Loss Adjusted Metered Output for each Estimated Output Settlement Unit comprised within an Estimated Output Billing Period (the "**Estimated LAMO**") shall:

(A) except where paragraph (B) applies, be calculated by the CfD Counterparty as being the arithmetic mean of the Loss Adjusted Metered Output for the corresponding Settlement Units in each of the seven (7) Billing Periods immediately prior to the Estimated Output Billing Period for which the CfD Counterparty has received notification of the Loss Adjusted Metered Output from a BSC Company or a BSC Agent.

(B) where this paragraph (B) applies, be a reasonable estimate by the CfD Counterparty of the Loss Adjusted Metered Output based on:

(i) the Actual Generation Output Data provided by the Generator (if provided or available); and

(ii) any other information reasonably available to the CfD Counterparty that it considers relevant.

18.3A Condition 18.3(B) applies if there has been no period of seven (7) Billing Periods prior to the Estimated Output Billing Period for which the CfD Counterparty has received notification of the Loss Adjusted Metered Output from a BSC Company or a BSC Agent, provided that, if at the time of an Estimated Output Settlement Unit the Facility is not a BM Unit, reference to Loss Adjusted Metered Output shall, for the purposes Condition

18.3(B), be interpreted as a measure of electrical output equivalent to Loss Adjusted Metered Output.

18.4 If an Estimated Output Billing Period is:

(A) a Long Clock Change Day, then the second (2nd) Settlement Unit in each of the Billing Periods specified in Condition 18.3 shall be repeated for the purposes of estimating the Loss Adjusted Metered Output during the additional hour in such Clock Change Day; or

(B) a Short Clock Change Day, then the second (2nd) Settlement Unit in each of the Billing Periods specified in Condition 18.3 shall be ignored for the purposes of estimating the Loss Adjusted Metered Output during such Clock Change Day.

18.5 If any of the Billing Periods specified in Condition 18.3 is:

(A) a Long Clock Change Day, then the second (2nd) Settlement Unit in such Billing Period shall be ignored for the purposes of estimating the Loss Adjusted Metered Output for the Estimated Output Billing Period; or

(B) a Short Clock Change Day, then the second (2nd) Settlement Unit in such Billing Period shall be repeated for the purposes of estimating the Loss Adjusted Metered Output for the Estimated Output Billing Period.

***Recalculations of Estimated LAMO***

18.6 If a BSC Company or a BSC Agent subsequently notifies the CfD Counterparty of the Loss Adjusted Metered Output for an Estimated Output Settlement Unit or, where an estimate has been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 18.3(B), more accurate information about electrical output from the Facility during that Estimated Output Settlement Unit becomes known to the CfD Counterparty:

(A) the CfD Counterparty shall recalculate the Fully Adjusted Metered Output for such Settlement Unit using such Loss Adjusted Metered Output;

(B) if the calculation performed by the CfD Counterparty pursuant to Condition 18.6(A) results in a different Fully Adjusted Metered Output than that calculated by the CfD Counterparty in relation to the Estimated Output Settlement Unit and reflected in the relevant Estimated Output Billing Statement, then:

(i) the recalculated Fully Adjusted Metered Output shall be used by the CfD Counterparty to recalculate:

(a) the Intermittent Difference Amount for each relevant Estimated Output Settlement Unit; and

(b) the Aggregate Difference Amount for the Estimated Output Billing Period;

(ii) any adjustment to the Aggregate Difference Amount for the Estimated Output Billing Period shall be treated as and constitute a Reconciliation Amount; and

(iii) such Reconciliation Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty; and

(C) where an estimate was been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 18.3(B), notwithstanding Condition 22.6, the CfD Counterparty may apply Default Interest to any Reconciliation Amount owed in its favour, if the:

(i) Generator could reasonably have but failed to provide Actual Generation Output Data when requested under Condition 32.1(K) or is in breach of its obligation to permit the CfD Counterparty to exercise the Metering Access Right; and

(ii) Reconciliation Amounts relate to any period before the Operational Condition Precedent in Paragraph 2.1(C) of Part B of Schedule 1 (*Conditions Precedent*) has been waived or fulfilled,

and where Default Interest is so applied, no Compensatory Interest Amount shall accrue and be calculated pursuant to Condition 22.6.

***Estimates of LAMO Apportionment Factor***

18.7 From a Hybrid Metering Physical Transition Date, if the CfD Counterparty has not obtained Information and Monitoring System Data for any Settlement Unit from the Head End System (an "**Estimated IMSD Settlement Unit**") within a Billing Period (an "**Estimated IMSD Billing Period**") on or prior to the Metered Output Cut-Off Time, the Fully Adjusted Metered Output for the Estimated IMSD Settlement Unit, as set out in the Billing Statement relating to such Estimated IMSD Billing Period (an "**Estimated IMSD Billing Statement**"), shall be calculated by the CfD Counterparty using an estimate of the LAMO Apportionment Factor (the "**Estimated AF**") for that Estimated IMSD Settlement Unit in accordance with Condition 18.8.

18.8 Subject to Conditions 18.9 and 18.10, the Estimated AF for each Estimated IMSD Settlement Unit comprised within an Estimated IMSD Billing Period shall:

(A) except where paragraph (B) applies, be calculated by the CfD Counterparty using the arithmetic mean of the LAMO Apportionment Factor for the corresponding Settlement Units in each of the seven (7) Billing Periods immediately prior to the Estimated IMSD Billing Period for which the CfD Counterparty has obtained the Information and Monitoring System Data; or

(B) where this paragraph (B) applies, using a reasonable estimate of the LAMO Apportionment Factor based on:

(i) the Actual IMSD Data provided by the Generator (if provided or available); and

(ii) any other information reasonably available to the CfD Counterparty that it considers relevant.

18.9 Condition 18.8(B) applies if:

(A) there has been no Settlement Units prior to the Estimated IMSD Settlement Unit for which the CfD Counterparty has obtained Information and Monitoring System Data from the Head End System; or

(B) the CfD Counterparty considers (acting reasonably) the data it has obtained pursuant Condition 18.8(B) is sufficiently accurate and comprehensive for the purpose of calculating the LAMO Apportionment Factor.

***Recalculations of Estimated LAMO***

18.10 If the CfD Counterparty subsequently obtains Information and Monitoring System Data from the Head End System for an Estimated IMSD Settlement Unit or, where an estimate has been made for an Estimated Output Settlement Unit by the CfD Counterparty under Condition 18.8(B), more accurate information about Electrical Energy Output from the Hybrid Facility Generating Unit(s) during that Estimated IMSD Settlement Unit becomes known to the CfD Counterparty:

(A) the CfD Counterparty shall recalculate the Fully Adjusted Metered Output for such Settlement Unit using such Information and Monitoring System Data or more accurate information (as the case may be);

(B) if the calculation performed by the CfD Counterparty pursuant to paragraph (A) results in a different Fully Adjusted Metered Output than that calculated by the CfD Counterparty in relation to the Estimated IMSD Settlement Unit and reflected in the relevant Estimated IMSD Billing Statement, then:

(i) the recalculated Fully Adjusted Metered Output shall be used by the CfD Counterparty to recalculate:

(a) the Intermittent Difference Amount for the relevant Estimated IMSD Settlement Unit; and

(b) the Aggregate Difference Amount for the Estimated IMSD Billing Period;

(ii) any adjustment to the Aggregate Difference Amount for the Estimated IMSD Billing Period shall be treated as and will constitute a Reconciliation Amount; and

(iii) such Reconciliation Amount shall be included as such in the Billing Statement which is next issued by the CfD Counterparty; and

(C) where an estimate has been made for an Estimated IMSD Settlement Unit by the CfD Counterparty under Condition 18.8(B), notwithstanding Condition 22.6, the CfD Counterparty may apply Default Interest to any Reconciliation Amount owed in its favour, if it results from either of the following:

(i) the failure of the Information and Monitoring System to provide accurate Information and Monitoring System Data; or

(ii) the Generator's failure to provide Actual IMSD Data pursuant to Condition 31.21(C)(ii),

and where Default Interest is so applied, no Compensatory Interest Amount shall accrue and be calculated pursuant to Condition 22.6.

***Interpretation***

18.11 Any reference in Conditions 18.1 to 18.3 (inclusive) and Condition 18.6 to a BSC Company or a BSC Agent notifying or reporting to the CfD Counterparty the Loss Adjusted Metered Output for a Settlement Unit shall, in the case of a Dual Scheme Facility, be construed with due regard to the CfD Counterparty's obligation to calculate the Imported Electricity Allowance pursuant to Condition 19 (*Intermittent Dual Scheme Facilities*).

**19. INTERMITTENT DUAL SCHEME FACILITIES**

***Application***

19.1 This Condition 19 (*Intermittent Dual Scheme Facilities*) shall apply to the Contract for Difference only if the Facility is an Intermittent Dual Scheme Facility.

***Imported Electricity Allowance calculation***

19.2 For the purposes of calculating the Loss Adjusted Metered Output of an Intermittent Dual Scheme Facility in respect of any Settlement Unit, the Imported Electricity Allowance in respect of that Intermittent Dual Scheme Facility shall be calculated in accordance with Condition 19.3.

***Imported Electricity Allowance***

19.3 The Imported Electricity Allowance in respect of each Settlement Unit shall be calculated by the CfD Counterparty in accordance with the following formula:

$$\text{Imported Electricity Allowance} = A \times \frac{B}{C}$$

where:

*A* is the total Imported Input Electricity (expressed in MWh) used by the Generating Station in that Settlement Unit;

*B* is the lesser of:

(i) the Installed Capacity (expressed in MW) which has been Commissioned plus (where a Hybrid Metering Physical Transition Date has occurred) the Related Facility Capacity (expressed in MW), as at such Settlement Unit; and

(ii) the Maximum Contract Capacity (expressed in MW) of the Facility plus (where a Hybrid Metering Physical Transition Date has occurred) the Related Facility Capacity (expressed in MW), as at such Settlement Unit; and

*C* is the aggregate capacity (expressed in MW) of all Generating Units comprising the Generating Station as at such Settlement Unit (on the assumption that all such generating facilities are operated on a continual basis at the maximum capacity possible without causing damage to them and assuming any source of power used by them to generate electricity is available to them without interruption).

## 20. STRIKE PRICE ADJUSTMENTS

***Strike Price***

20.1 The Strike Price shall be adjusted only in accordance with the express provisions of the Contract for Difference.

***Strike Price indexation***

20.2 The CfD Counterparty shall calculate an indexation adjustment to the Strike Price during the Strike Price Adjustment Calculation Period in each calendar year of the Term (each such adjustment, an "**Indexation Adjustment**").

20.3 Each Indexation Adjustment shall:

(A) become effective on the first (1st) day of the Summer Season in the calendar year in which the Indexation Adjustment is calculated (each such date, an "**Indexation Anniversary**"); and

(B) use the CPI for January of the relevant calendar year, save where the CPI for January is not published by the first (1st) day of the Summer Season in such calendar year, in which case the Reference CPI shall be used.

20.4 The Strike Price which is to apply with effect from each Indexation Anniversary as a result of the Indexation Adjustment shall be calculated by the CfD Counterparty in accordance with the following formula:

$$\text{Strike Price} = \left( \left( SP^{base} + ADJ_t^{base} \right) \times \prod_t \right) + \sum \text{TLM(D)SPA}$$

where:

$SP^{base}$ is the Initial Strike Price;

$ADJ_t^{base}$ denotes the sum of the Strike Price Adjustments applicable to Settlement Unit (t) (other than any adjustment pursuant to Condition 47 (TLM(D) Charges)), applicable immediately prior to the relevant Indexation Anniversary, expressed in Base Year Terms;

$\Pi_t$ is the Inflation Factor applicable to Settlement Unit (t); and

∑TLM(D)SPA denotes the sum of the TLM(D) Strike Price Adjustments (this includes all prior year TLM(D) Strike Price Adjustments and the TLM(D) Strike Price Adjustment set out in that year's TLM(D) Charges Report).

20.5 On or before the Indexation Adjustment takes effect in respect of each Indexation Anniversary, the CfD Counterparty shall revise the Strike Price to take account of any and all Strike Price Adjustments made in the period to such Indexation Anniversary.

20.6 The CfD Counterparty shall notify the Generator of the revised Strike Price no later than five (5) Business Days after each Indexation Anniversary.

***Other Strike Price Adjustments***

20.7 Other Strike Price Adjustments may also be effected pursuant to and in accordance with the Contract for Difference.

20.8 NOT USED.

20.9 NOT USED.

20.10 NOT USED.

20.11 NOT USED.

**21. INTERMITTENT MARKET REFERENCE PRICE**

***Calculation of Intermittent Market Reference Price***

21.1 The CfD Counterparty shall calculate the Intermittent Market Reference Price for each Settlement Unit.

21.2 Subject to Condition 21.3, the "**Intermittent Market Reference Price**" shall be expressed in £/MWh and shall, in respect of each Settlement Unit, be calculated as follows:

(A) If: (i) any of the Intermittent Price Sources has published a GB Day Ahead Hourly Price in relation to such Settlement Unit; and (ii) the GB Day Ahead Hourly Price published by each Intermittent Price Source which has published a GB Day Ahead Hourly Price is the same in relation to such Settlement Unit, the Intermittent Market Reference Price shall be such GB Day Ahead Hourly Price.

(B) If: (i) none of the Intermittent Price Sources has published a GB Day Ahead Hourly Price in relation to such Settlement Unit; or (ii) the GB Day Ahead Hourly Price published by each Intermittent Price Source is not the same in relation to such Settlement Unit, then the Intermittent Market Reference Price in relation to Settlement Unit (t) shall be calculated in accordance with the following formula:

$$\text{Intermittent Market Reference Price} = \left( \frac{\sum_{i=1}^{e} \left( DAP_{i,t} \times DAV_{i,t} \right)}{\sum_{i=1}^{e} \left( DAV_{i,t} \right)} \right)$$

where:

$e$ is the number of Intermittent Price Sources;

$DAP_{i,t}$ is the Day Ahead Hourly Price in Settlement Unit (t) as determined in the auction on the previous Trading Day (or, in respect of the last Settlement Unit of any day which is also the first (1st) Settlement Unit of a Trading Day, in the auction on such Trading Day) conducted by the operator of each Intermittent Price Source (i); and

$DAV_{i,t}$ is the Day Ahead Hourly Volume traded on Intermittent Price Sources (i) in respect of Settlement Unit (t).

(C) If no Intermittent Market Reference Price is capable of being calculated pursuant to Conditions 22.1(A) and 22.1(B) (whether due to the unavailability of all Intermittent Price Sources pursuant to Condition 21.3 or otherwise) in respect of any Settlement Unit (an "**IMRP Fallback Settlement Unit**"), the Intermittent Market Reference Price for such IMRP Fallback Settlement Unit shall, subject to Conditions 21.2(D) and 21.2(E), be:

(i) the Intermittent Market Reference Price as calculated in accordance with Condition 21.2(A) for the Settlement Unit corresponding to the IMRP Fallback Settlement Unit falling on the seventh (7th) day prior to the IMRP Calculation Date (the "**IMRP Fallback Day**");

(ii) if no Intermittent Market Reference Price is available pursuant to Condition 21.2(C)(i) the Intermittent Market Reference Price shall be calculated in accordance with Condition 21.2(B) for the Settlement Unit corresponding to the IMRP Fallback Settlement Unit falling on the IMRP Fallback Day; or

(iii) (if no Intermittent Market Reference Price is available on the IMRP Fallback Day in respect of such corresponding Settlement Unit) the Day Ahead Hourly Price for the corresponding Settlement Unit on the nearest prior corresponding day of the week to the IMRP Fallback Day for which a Day Ahead Hourly Price as calculated in accordance with Condition 21.2(A) or, if no calculation is possible pursuant to Condition 21.2(A), as calculated in accordance with Condition 21.2(B), is available.

(D) If: (i) Condition 21.2(C) applies; (ii) the IMRP Calculation Date is a Business Day; and (iii) the IMRP Fallback Day is not a Business Day, then the Intermittent Market Reference Price in respect of the IMRP Fallback Settlement Unit shall be the GB Day Ahead Hourly Price for the corresponding Settlement Unit falling on the next Business Day following the IMRP Fallback Day.

(E) If: (i) Condition 21.2(C) applies; (ii) the IMRP Calculation Date is not a Business Day; and (iii) the IMRP Fallback Day is a Business Day, then the Intermittent Market Reference Price in respect of such corresponding Settlement Unit shall be the GB Day Ahead Hourly Price for the corresponding Settlement Unit falling on the next day which is not a Business Day following the IMRP Fallback Day.

21.3 If any Intermittent Price Source is not available to the CfD Counterparty on commercially reasonable terms in relation to any Settlement Unit, such Intermittent Price Source shall be excluded from the calculation of the Intermittent Market Reference Price in relation to such Settlement Unit.

21.4 The CfD Counterparty shall as soon as reasonably practicable prior to:

(A) excluding any Intermittent Price Source from the calculation of the Intermittent Market Reference Price in relation to any Settlement Unit pursuant to Condition 21.3, notify the Generator of such exclusion; and

(B) including any Intermittent Price Source in the calculation of the Intermittent Market Reference Price which was previously excluded pursuant to Condition 21.3, notify the Generator of such inclusion.

***Amendments***

21.5 Condition 17 (*Definitions: Part 5B*) and this Condition 21 (*Intermittent Market Reference Price*) may be amended, supplemented or replaced in accordance with Annex 5 (*IMRP*).

# Part 6
# Billing and payment

## 22. BILLING STATEMENTS

***Delivery of Billing Statement***

22.1 The CfD Counterparty:

(A) may, in relation to any period from and including the Agreement Date to, but excluding, the date on which the Start Date Notice is given; and

(B) shall, in relation to each Billing Period from and including the date on which the Start Date Notice is given,

deliver a billing statement to the Generator (each, a "**Billing Statement**").

22.2 Subject to Condition 22.3, each Billing Statement issued after the date on which the Start Date Notice is given shall be delivered to the Generator no later than seven (7) Business Days after the end of the relevant Billing Period.

22.3 The first (1st) Billing Statement in relation to a Billing Period on or after the date on which the Start Date Notice is given (if such Start Date Notice is given following the Generator giving the Operational CP Notice relating to the fulfilment of the final Operational Condition Precedent) shall, if not previously the subject of a Billing Statement, cover the Billing Periods falling within the period from and including the Start Date to and including the date of the CP Response Notice or Further CP Response Notice (as relevant) in which the CfD Counterparty specifies that it has determined that all of the Further Conditions Precedent have been satisfied or waived in accordance with Condition 3.26 and/or Condition 3.28 (as applicable).

***Contents of Billing Statement***

22.4 Each Billing Statement shall set out or identify:

*Identification information*

(A) the Billing Period or other period to which the Billing Statement relates;

(B) the name of the Generator (or a unique identifier attributed to the Generator by the CfD Counterparty);

(C) the details of the Facility (or a unique identifier attributed to the Facility by the CfD Counterparty);

*Aggregate Difference Amount calculation*

(D) in respect of each Billing Statement issued on or after the date on which the Start Date Notice is given:

(i) the Fully Adjusted Metered Output (or, if relevant, the Estimated LAMO) in respect of each Settlement Unit falling in the relevant Billing Period;

(ii) the LAMO Apportionment Factor (or, if relevant, the Estimated AF) in respect of each Settlement Unit falling in the relevant Billing Period;

(iii) the Market Reference Price in respect of each Settlement Unit falling in the relevant Billing Period;

(iv) the Strike Price applicable to each Settlement Unit falling in the relevant Billing Period;

(v) the Difference for each of the Settlement Units falling in the relevant Billing Period;

(vi) the Difference Amounts for each of the Settlement Units falling in the relevant Billing Period; and

(vii) the sum of the Difference Amounts for the Settlement Units falling in the relevant Billing Period (the "**Aggregate Difference Amount**");

*Additional components*

(E) any Reconciliation Amounts;

(F) any Compensatory Interest Amount;

*RQM amounts*

(G) in respect of each Billing Statement issued on or after the date on which the Start Date Notice is given: (i) the Renewable Qualifying Multiplier for each Settlement Unit falling in the relevant Billing Period; and (ii) any RQM Adjustment Amount (provided that this paragraph (G) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

*CHP amounts*

(H) in respect of each Billing Statement issued on or after the date on which the Start Date Notice is given, the CHP Qualifying Multiplier for each Settlement Unit falling in the relevant Billing Period (provided that this paragraph (H) shall apply to the Contract for Difference only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

*Imported Electricity Allowance amounts*

(I) in respect of each Billing Statement issued on or after the date on which the Start Date Notice is given: (i) if the Facility is a Dual Scheme Facility, the estimated Imported Electricity Allowance for each Settlement Unit falling in the relevant Billing Period; and (ii) if the Facility is a Baseload Dual Scheme Facility, any Imported Allowance Adjustment Amount;

*Net Payable Amount*

(J) the Net Payable Amount in respect of the relevant Billing Period or other period to which the Billing Statement relates; and

*Subsidy Control Set Off Amount*

(K) any amount set off against the Net Payable Amount pursuant to Condition 3.31 or Condition 32.15; and

*ACT Efficiency amounts*

(L) in respect of each Billing Statement issued on or after the date on which the Start Date Notice is given: (i) the ACT Efficiency Multiplier for each Settlement Unit falling in the relevant Billing Period; and (ii) any ACT Efficiency Adjustment Amount (provided that this paragraph (L) shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement).

***Calculation of Reconciliation Amounts***

22.5 The "**Reconciliation Amounts**" shall, in respect of each Billing Period (or such other period prior to the Start Date in respect of which a Billing Statement is issued), comprise any revisions to the Net Payable Amount in respect of any preceding Billing Period (or any other prior period in respect of which a Billing Statement was issued) which are required to reflect:

(A) any Settlement Runs;

(B) the resolution of any Metering Dispute;

(C) the operation of:

(i) Condition 10.4 (provided that this paragraph (i) shall apply to the Contract for Difference only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(ii) Condition 18.6 (provided that this paragraph (ii) shall apply to the Contract for Difference only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(D) any amount payable pursuant to:

(i) Condition 3.36, Condition 31.12, Condition 31.18, Condition 32.18 or paragraph 7.5 of Annex 9 (Hybrid Metering – Transition and Amendment); or

(ii) paragraph 3.5 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*); or

(iii) paragraph 5.5 of Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*); or

(iv) Conditions 32.7, 32.10 or 32.13(C),

(provided that paragraphs (ii) and (iii) above shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

(E) any RQM Adjustment Amount (provided that this paragraph (E) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

(F) any Imported Allowance Adjustment Amount (provided that this paragraph (F) shall apply to the Contract for Difference only if the Facility is a Baseload Dual Scheme Facility);

(G) any agreed or determined adjustment to the Final Installed Capacity;

(H) any QCiL Compensation (including any QCiL Strike Price Adjustment);

(I) any QCiL True-Up Compensation (including any QCiL True-Up Strike Price Adjustment);

(J) any SCiL Compensation (including any SCiL Strike Price Adjustment) (provided that this paragraph (J) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

(K) any SCiL True-Up Compensation (including any SCiL True-Up Strike Price Adjustment) (provided that this paragraph (K) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

(L) any Indexation Adjustment;

(M) any of the following:

(i) a CIB Minimum Standards Performance Related Adjustment Instalment payable by the Generator to the CfD Counterparty in accordance with Schedule 2;

(ii) a CIB Extra Commitment Reward Amount Instalment payable by the CfD Counterparty to the Generator in accordance with Schedule 2;

(iii) any repayment due from the Generator to the CfD Counterparty or from the CfD Counterparty to the Generator in accordance with paragraph 8 of Schedule 2,

(provided that this paragraph (M) shall apply to the Contract for Difference only if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement;

(N) any TLM(D) Strike Price Adjustment (provided that this paragraph (N) shall apply to the Contract for Difference only if Part 10 (*TLM(D)*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(O) any compensation payable by the CfD Counterparty or the Generator in respect of a Curtailment Compensation Shortfall or a Curtailment Compensation Excess (or a Partial Curtailment Compensation Shortfall or a Partial Curtailment Compensation Excess) in accordance with Part 11 (*Curtailment*) (provided that this paragraph (O) shall apply to the Contract for Difference only if Part 11 (*Curtailment*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(P) any compensation payable by the CfD Counterparty or the Generator in accordance with Part 9 (*Generation Tax*) (including any GT Strike Price Adjustment);

(Q) any Settlement Unit forming part of a Negative Price Period;

(R) the correction of any error in any previous Billing Statement;

(S) any ACT Efficiency Adjustment Amount (provided that this paragraph (S) shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement); and

(T) the operation of:

(i) Condition 10.8 (provided that this paragraph (i) shall apply to the Contract for Difference only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(ii) Condition 18.10 (provided that this paragraph (ii) shall apply to the Contract for Difference only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement).

***Calculation of Compensatory Interest Amount***

22.6 The "**Compensatory Interest Amount**" shall (subject to Conditions 10.4(C) and 18.6(C) and paragraph 10 (*Interest*) of Schedule 2 (*Clean Industry Bonus*)), in respect of each Billing Period (or such other period prior to the Start Date in respect of which a Billing Statement is issued), comprise interest due and payable in relation to each Reconciliation Amount reflected in the Billing Statement for the relevant Billing Period or such other period (a "**Reconciliation Billing Period**"), calculated on the basis that interest on each Reconciliation Amount shall accrue on such amount at the Compensatory Interest Rate for the period from (and including):

(A) the Billing Period to which a Settlement Run relates in respect of any Reconciliation Amount resulting from a Settlement Run;

(B) the Billing Period to which a Metering Dispute relates in respect of any Reconciliation Amount resulting from the resolution of a Metering Dispute;

(C) the Estimated Output Billing Period to which an adjustment to the Fully Adjusted Metered Output relates pursuant to:

(i) Condition 10.4 (provided that this paragraph (i) shall apply to the Contract for Difference only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(ii) Condition 18.6 (provided that this paragraph (ii) shall apply to the Contract for Difference only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(D) the Billing Period to which an RQM Adjustment Amount relates, other than where Part E of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) expressly provides that Compensatory Interest is not payable in respect of the relevant RQM Adjustment Amount (provided that this paragraph (D) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

(E) the Billing Period to which an Imported Allowance Adjustment relates (provided that this paragraph (E)) shall apply to the Contract for Difference only if the Facility is a Baseload Dual Scheme Facility);

(F) the earlier of: (i) the Longstop Date; and (ii) the date of the Final Installed Capacity Notice, in respect of any Reconciliation Amount resulting from the agreement or determination of the Final Installed Capacity;

(G) the QCiL Compensation Date in respect of any Reconciliation Amount to reflect any QCiL Compensation (including any QCiL Strike Price Adjustment) or QCiL True-Up Compensation (including any QCiL True-Up Strike Price Adjustment);

(H) the SCiL Compensation Date in respect of any Reconciliation Amount to reflect any SCiL Compensation (including any SCiL Strike Price Adjustment) or SCiL True-Up Compensation (including any SCiL True-Up Strike Price Adjustment (provided this paragraph (H) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

(I) the relevant Indexation Anniversary in respect of any Indexation Adjustment;

(J) NOT USED.

(K) the relevant Indexation Anniversary in respect of any Reconciliation Amount resulting from a TLM(D) Strike Price Adjustment (provided that this paragraph (K) shall apply to the Contract for Difference only if Part 10 (*TLM(D)*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(L) the Curtailment Compensation Anniversary in respect of any Reconciliation Amount resulting from a Qualifying CPC Event (provided that this paragraph (L) shall apply to the Contract for Difference only if Part 11 (*Curtailment*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(M) the effective date of the relevant adjustment in respect of any Reconciliation Amount resulting from a GT Strike Price Adjustment (or, if relevant, the effective date of the relevant compensation in respect of any Reconciliation Amount resulting from any compensation (other than a GT Strike Price Adjustment) payable pursuant to Part 9 (*Generation Tax*));

(N) the Billing Period to which any adjustment to correct any error in any previous Billing Statement relates in respect of any Reconciliation Amount to correct such an error (or if such Reconciliation Amount to correct such error was included in a Billing Statement issued prior to the Start Date, the date of the prior Billing Statement in which such error was included); and

(O) the Billing Period to which an ACT Efficiency Adjustment Amount relates, other than where Part G of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) expressly provides that Compensatory Interest is not payable in respect of the relevant ACT Efficiency Adjustment Amount (provided that this paragraph (O) shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

(P) the Estimated IMSD Billing Period to which an adjustment to the Fully Adjusted Metered Output relates pursuant to:

(i) Condition 10.8 (provided that this paragraph (i) shall apply to the Contract for Difference only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement); or

(ii) Condition 18.10 (provided that this paragraph (ii) shall apply to the Contract for Difference only if Part 5B (*Payment calculations: Intermittent Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement,

to (but excluding) the date of the relevant Reconciliation Billing Period. For this purpose: (i) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days; and (ii) the "**Compensatory Interest Rate**" shall be the prevailing Base Rate on each day during the relevant calculation period.

***Calculation of Net Payable Amount***

22.7 The "**Net Payable Amount**" shall, in respect of each Billing Period (or such other period prior to the Start Date in respect of which a Billing Statement is issued), be an amount (expressed in pounds) calculated in accordance with the following formula:

Net Payable Amount = *ADA* + *RA* + *CIA*

where:

*ADA* is the Aggregate Difference Amount in respect of such Billing Period;

*RA* is any Reconciliation Amount in respect of such Billing Period (or such other period to which the Billing Statement relates); and

*CIA* is any Compensatory Interest Amount in respect of such Billing Period (or such other period to which the Billing Statement relates),

and if such amount is:

(i) positive, it shall represent an amount payable by the CfD Counterparty to the Generator; or

(ii) negative, it shall represent an amount payable by the Generator to the CfD Counterparty.

**23. SETTLEMENT**

***Payment from Generator***

23.1 If the Net Payable Amount is a negative number, no later than the end of the tenth ($10^{th}$) Business Day following the delivery of the relevant Billing Statement, the Generator shall pay to the CfD Counterparty the absolute value of the Net Payable Amount by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Generator pursuant to Condition 27.1(A).

***Payment from CfD Counterparty***

23.2 Subject to Condition 3.31 and Condition 32.15, if the Net Payable Amount is a positive number, no later than twenty-eight (28) calendar days following the Billing Period or other period to which the Billing Statement relates, the CfD Counterparty shall pay to the Generator the Net Payable Amount by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the CfD Counterparty pursuant to Condition 27.1(B).

***Billing Statement Disputes***

23.3 Conditions 23.1 and 23.2 shall apply notwithstanding any dispute with respect to any Billing Statement and, if a Party wishes to dispute any amount shown in a Billing Statement, it shall give a notice to the other Party (a "**Billing Statement Dispute Notice**") which shall:

(A) specify the Billing Statement(s) to which the dispute relates;

(B) specify the name of the Generator (or the unique identifier attributed to the Generator by the CfD Counterparty);

(C) specify the name of the Facility (or the unique identifier attributed to the Facility by the CfD Counterparty);

(D) specify the Billing Statement items to which the dispute relates;

(E) specify the amount in dispute and the apportionment of such amount in relation to the relevant Billing Statement items;

(F) include details of any other Billing Statement dispute which the referring Party considers should be consolidated with or joined to the dispute;

(G) specify the position the Party considers is correct and the Party's reasons for that position;

(H) include copies of any Supporting Information on which the referring Party intends to rely; and

(I) include any other Information that the Party deems relevant in relation to the dispute.

23.4 The making of a payment pursuant to Condition 23.1 or 23.2 shall not prevent a Party from raising a dispute pursuant to Condition 23.3.

23.5 If a dispute or part of a dispute pursuant to Condition 23.3 relates to the calculation of the Loss Adjusted Metered Output in respect of a Settlement Unit (a "**Metering Dispute**"):

(A) such Metering Dispute shall be treated as a Trading Dispute pursuant to the BSC and shall be resolved in accordance with the provisions set out therein (to the exclusion of the Dispute Resolution Procedure);

(B) the Parties shall continue to comply with their obligations under the Contract for Difference notwithstanding such Metering Dispute;

(C) the final determination of the Metering Dispute in accordance with Condition 23.5(A) shall be binding on the Parties; and

(D) neither Party shall dispute or attempt to dispute a final determination made in accordance with Condition 23.5(A).

If the Facility is a Dual Scheme Facility, the reference in this Condition 23.5 to any dispute relating to "**Loss Adjusted Metered Output**" shall include any dispute relating to the calculation of the Imported Input Electricity used by the Generating Station in any Settlement Unit but shall exclude any dispute relating to any other component used in the calculation or recalculation of Imported Electricity Allowance.

23.6 Any Metering Dispute must be brought by the Party within the limitation period set out in the BSC with respect to Trading Disputes.

23.7 The Generator shall inform the CfD Counterparty as soon as reasonably practicable (and, in respect of Condition 23.7(A), no later than five (5) Business Days) after the Generator:

(A) commences or becomes engaged in any Trading Dispute; or

(B) becomes aware of any fact, matter or circumstance which will or is reasonably likely to give rise to a Trading Dispute,

where (in either case) the resolution of such Trading Dispute will or may impact the calculation of the Loss Adjusted Metered Output for the purposes of the Contract for Difference.

23.8 Any dispute or part of a dispute pursuant to Condition 23.3 which relates to the LAMO Apportionment Factor (or any related factor) shall be resolved in accordance with the Expert Determination Procedure and not as a Trading Dispute pursuant to the BSC.

## 24. DEFAULT INTEREST

***Definition; Calculation***

24.1 "**Default Interest**" for any period (a "**calculation period**") shall be calculated as follows:

$$\prod_{i=1}^{D}\left\{1+\frac{\text{Base Rate}+5\%}{365}\right\}$$

where:

*i* is a series of whole numbers from one (1) to "**D**" each representing the relevant day in chronological order from, and including, the first (1st) day in such calculation period;

*D* is the number of days in such calculation period; and

**Base Rate** means the prevailing Base Rate on the relevant day in the calculation period.

***Application of Default Interest***

24.2 Subject to Conditions 24.4, 24.5 and 81 (*Costs*), if either Party fails to pay any sum payable by it pursuant to the Contract for Difference (including any amounts payable under any Arbitral Award or Expert determination) on the due date for payment, Default Interest shall accrue on that sum for the period from the due date for payment to the date of actual payment of that sum (after as well as before award or judgment).

24.3 The right to receive Default Interest pursuant to the Contract for Difference (and as calculated in accordance with this Condition 24 (*Default Interest*)) is not exclusive of any rights and remedies provided by law in respect of the failure to pay the relevant sum on the due date or at all, provided that the Late Payment of Commercial Debts (Interest) Act

1988 shall not apply in respect of any unpaid sum due pursuant to the Contract for Difference.

24.4 Default Interest shall be payable by the CfD Counterparty only in circumstances in which the CfD Counterparty is in breach of Condition 71.2, 71.3 or 71.4, but not otherwise.

24.5 Subject to Condition 24.4, no Default Interest shall be payable by one Party to the other Party in relation to a Reconciliation Amount in respect of the period during which a Compensatory Interest Amount has accrued and been calculated pursuant to Condition 22.6, except that Default Interest shall accrue in respect of any Compensatory Interest Amount (and the Reconciliation Amount to which it relates) if and to the extent that such Compensatory Interest Amount has accrued and become due and payable and has not been paid.

**25. SET-OFF**

Each Party may set off any matured obligations due by the other Party pursuant to the Contract for Difference against any matured obligation owed by that Party to the other Party pursuant to the Contract for Difference.

**26. DEDUCTIONS AND WITHHOLDINGS**

Subject to Condition 25 (*Set-off*), all payments required to be made by the Generator pursuant to the Contract for Difference shall be made in full, free and clear of any right of set-off and from any restriction, condition or deduction because of any counterclaim.

**27. PAYMENT ACCOUNTS**

27.1 Any payments made pursuant to or in connection with the Contract for Difference and made to:

(A) the CfD Counterparty shall be made to such account as may be notified to the Generator by the CfD Counterparty from time to time; and

(B) the Generator shall be made to such account in the United Kingdom as may be notified to the CfD Counterparty by the Generator from time to time.

# Part 7
# Representations, warranties and undertakings

## 28. GENERATOR REPRESENTATIONS AND WARRANTIES

***Agreement Date representations***

28.1 The Generator represents and warrants to the CfD Counterparty that, as at the Agreement Date, the following statements are true, accurate and not misleading:

(A) *Status*: The Generator:

(i) is duly formed and validly existing under the laws of its jurisdiction of formation; and

(ii) has the power to own its assets and carry on its business as it is currently being conducted and as contemplated by the Contract for Difference and the other CfD Documents.

(B) *Power and authority*: The Generator has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Contract for Difference and the other CfD Documents.

(C) *Enforceability*: The obligations expressed to be assumed by the Generator pursuant to the Contract for Difference and the other CfD Documents are legal, valid, binding and enforceable subject only to the Legal Reservations.

(D) *Non-conflict with other obligations*: The entry into, delivery and performance by the Generator of the Contract for Difference and the other CfD Documents does not conflict with:

(i) its constitutional documents;

(ii) any Law or Directive applicable to it to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect;

(iii) any Required Authorisations to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect; or

(iv) any agreement or instrument binding upon it or any of its assets to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect.

(E) *Required Authorisations*:

(i) All Required Authorisations which are required to be obtained by the Generator on or before the date on which this representation and warranty is made or deemed to be repeated by the Generator have been obtained by the Generator and are in full force and effect, save to the extent that failure to do so has not had and is not reasonably expected to have a Material Adverse Effect.

(ii) All conditions of, and all obligations and liabilities under, Required Authorisations which are required to be performed, complied with or satisfied by the Generator on or before the date on which this representation and warranty is made or deemed to be repeated by the Generator have been performed, complied with or satisfied, save where failure to do so has not had and is not reasonably expected to have a Material Adverse Effect.

(F) *No Default*: No Default with respect to the Generator has occurred and is continuing or might reasonably be expected to result from its entry into or performance of the Contract for Difference or any of the other CfD Documents.

(G) *No litigation*: No litigation, arbitration or administrative suit or proceeding, adjudication, expert determination, Tax claim or Tax investigation against the Generator (or, so far as the Generator is aware, relating to the Project) is:

(i) current;

(ii) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or

(iii) so far as the Generator is aware, by reason of receipt of a formal written notice before action or similar, threatened,

and which, if adversely determined, would have or would reasonably be expected to have a Material Adverse Effect.

(H) *No requirement to deduct or withhold*: The Generator is not required by any Law or Directive applicable to it, as applied, interpreted or modified by the published practice of any relevant Competent Authority of any jurisdiction in which it is resident for Tax purposes, to make any deduction or withholding for or on account of any Tax from any payment to be made by it to the CfD Counterparty pursuant to the Contract for Difference or any of the other CfD Documents.

(I) *Low Carbon Electricity Generation*: As far as the Generator is aware (having made all due and careful enquiries), the electricity expected to be generated by the Facility will, with effect from the Start Date and throughout the remainder of the Term, contribute to a reduction in emissions of Greenhouse Gases (having regard to, among any other relevant factors, the potential effects on the carbon stock caused by the procurement and use of the fuel used by the Facility). This Condition 28.1(I) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

***Start Date representation***

28.2 The Generator represents and warrants to the CfD Counterparty that, as at and from the Start Date, the following statements are true, accurate and not misleading:

(A) *Ownership*: The Generator is the legal and beneficial owner of the Facility, subject only to such rights and benefits as have been assigned by way of security to or in favour of any Lender, Affected Person or parent undertaking of the Generator (or an agent or security trustee on its behalf) in accordance with Condition 79 (*Transfers*).

(B) *Compliance with Eligibility Criteria*: The generation technology deployed by the Facility is the Facility Generation Technology. A Generator shall not be deemed to be in breach of this Condition 28.2(B) by virtue of a failure to comply with any requirement in the EA 2013 Regulations relating to minimum cable lengths, provided that such failure occurs solely as a result of the Main Interconnected Transmission System having been extended after the relevant Application Closing Date.

***Repeating representations***

28.3 The Generator Repeating Representations are deemed to be repeated by the Generator on the Start Date in each case by reference to the facts and circumstances then existing.

**29. CFD COUNTERPARTY REPRESENTATIONS AND WARRANTIES**

29.1 The CfD Counterparty represents and warrants to the Generator that as at the Agreement Date, the following statements are true, accurate and not misleading:

(A) *Status*: The CfD Counterparty:

(i) is a limited liability company, duly incorporated and validly existing pursuant to the laws of England and Wales; and

(ii) has the power to own its assets and carry on its business as contemplated by the Contract for Difference and the other CfD Documents.

(B) *Power and authority*: The CfD Counterparty has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Contract for Difference and the other CfD Documents (including the obligations of the CfD Counterparty, and the transaction contemplated by or provided for by the Contract for Difference and the other CfD Documents).

(C) *Enforceability:* The obligations expressed to be assumed by the CfD Counterparty pursuant to the Contract for Difference and the other CfD Documents are legal, valid, binding and enforceable subject only to the Legal Reservations.

(D) *Non-conflict with other obligations*: The entry into, delivery and performance by the CfD Counterparty of the Contract for Difference and the other CfD Documents does not conflict with:

(i) its constitutional documents;

(ii) any Law or Directive applicable to it to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect;

(iii) any authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order, confirmation or other approval of or from any Competent Authority required to enable it to perform and comply with its obligations under this Contract for Difference and the other CfD Documents to which it is a party, to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect; or

(iv) any agreement or instrument binding upon it or any of its assets to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect.

(E) *No requirement to deduct or withhold*: The CfD Counterparty is not required by any Law or Directive applicable to it, as applied, interpreted or modified by the published practice of any relevant Competent Authority of any jurisdiction in which it is resident for Tax purposes, to make any deduction or withholding for or on account of any Tax from any payment to be made by it to the Generator pursuant to the Contract for Difference or any of the other CfD Documents.

29.2 The representations in Conditions 29.1(A) to 29.1(D) are deemed to be repeated by the CfD Counterparty on the Start Date in each case by reference to the facts and circumstances then existing.

**30. GENERATOR UNDERTAKINGS: GENERAL**

30.1 The Generator undertakes to the CfD Counterparty as follows:

(A) *Compliance with Laws and Directives*: The Generator shall at all times comply with all Laws and Directives to which it may be subject if failure to do so would have or would reasonably be expected to have a Material Adverse Effect.

(B) *Required Authorisations*: The Generator shall: (i) promptly obtain all Required Authorisations; (ii) at all times perform, comply with and satisfy all conditions of, and all obligations and liabilities under, all Required Authorisations; and (iii) do all that is necessary to maintain in full force and effect all Required Authorisations, to the extent, in each case, that failure to do so would have or would reasonably be expected to have a Material Adverse Effect.

(C) *Industry Documents*: The Generator shall at all times comply with all terms of those Industry Documents to which it is a party or by which it is bound if failure to do so would have or would reasonably be expected to have a Material Adverse Effect.

(D) *No insolvency action*: The Generator shall not petition, apply for, institute, support or vote for the administration, winding-up or liquidation of the CfD Counterparty or seek any other relief as against the CfD Counterparty under any

administration, insolvency or bankruptcy law or similar law affecting creditors' rights generally.

(E) *Ownership*: The Generator shall at all times as from the Start Date be the legal and beneficial owner of the Facility, subject only to any third party rights arising by reason of any security interest created or subsisting over or in respect of the Facility.

(F) *Compliance with Eligibility Criteria*: The Generator shall at all times ensure that the generation technology deployed by the Facility is the Facility Generation Technology. A Generator shall not be deemed to be in breach of this Condition 30.1(F) solely by virtue of any failure to comply with:

(i) the Fuelling Criteria if such failure has been addressed in the calculation or recalculation of the Renewable Qualifying Multiplier in accordance with Part A and Part E of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (provided that this paragraph (i) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement);

(ii) the Sustainability Criteria if such failure has been addressed in the calculation or recalculation of the Renewable Qualifying Multiplier in accordance with Part B to Part E (inclusive) of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (provided that this paragraph (ii) shall apply to the Contract for Difference only if the Sustainability Criteria and the Renewable Qualifying Multiplier are expressed to apply to the Contract for Difference in the CfD Agreement); or

(iii) any requirement in the EA 2013 Regulations relating to minimum cable lengths which occurs solely as a result of the Main Interconnected Transmission System having been extended after the relevant Application Closing Date.

(G) *Notification*: The Generator shall:

(i) provide the CfD Counterparty as soon as reasonably practicable with such Information regarding compliance or non-compliance by the Generator with the undertakings in this Condition 30.1 as the CfD Counterparty may reasonably request; and

(ii) give notice to the CfD Counterparty as soon as reasonably practicable upon becoming aware of the occurrence of any Default (together with details of the steps, if any, being taken to remedy it).

(H) *Pre-existing generating assets*: the Generator shall not use any equipment in the generation of Fully Adjusted Metered Output that had been commissioned at any time prior to the FiT CfD Application Date (including, if the Facility is a

Repowering Facility, the Existing Generating Assets) other than any refurbished foundations.

***Failure to comply with Eligibility Criteria undertaking***

30.2 If the Generator fails to comply with Condition 30.1(F), the CfD Counterparty:

(A) may withhold payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator which are attributable to the period during which the Generator is not in compliance with such Condition; and

(B) shall be entitled to recover from the Generator any amounts paid by the CfD Counterparty to the Generator which are attributable to the period during which the Generator is not in compliance with such Condition,

provided that if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement, reference to withholding payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator under this Condition 30.2 shall not include the Aggregate Facility CIB Extra Commitment Reward Amount.

## 31. GENERATOR UNDERTAKINGS: METERING AND IMS

***Undertakings: Facility Metering Equipment***

31.1 The Generator undertakes to the CfD Counterparty with effect from the Start Date:

(A) to ensure that at all times the Facility Metering Equipment meets all applicable rules and standards provided for in the BSC;

(B) to ensure that at all times:

(i) the Facility Metering Equipment accurately records the BM Unit Metered Volume, such BM Unit Metered Volume comprising:

(a) all output electricity generated by the Whole Facility; and

(b) all input electricity used by the Whole Facility (excluding, if the Facility is a Dual Scheme Facility, the Imported Input Electricity); and

(ii) where the Facility is a Dual Scheme Facility, the Facility Metering Equipment accurately records all Imported Input Electricity in relation to the Generating Station;

(C) without prejudice to Condition 31.1(E), to ensure that at all times, the Facility Metering Equipment measures the input and output electricity referred to in Condition 31.1(B) separately from any other input and output electricity;

(D) to investigate any fault or issue with the Facility Metering Equipment of which it is notified by the CfD Counterparty or required to investigate pursuant to the BSC;

(E) to ensure at all times that no Electricity Storage Facility shall be used by or otherwise associated with the Whole Facility, unless such Electricity Storage Facility is associated with a separate BM Unit to the Facility BM Unit(s); and

(F) not used;

(G) to ensure that at all times from a Hybrid Metering Physical Transition Date:

(i) the Related Facility is:

(a) substantially the same as the Approved Related Facility; and

(b) not subject to any material alteration or addition, unless the CfD Counterparty has approved such alteration or addition under paragraph 13 of Annex 9 (Hybrid Metering – Transition and Amendment); and

(ii) no Generating Unit shall be connected to or form part of the Facility BM Unit(s) unless it forms part of the Facility or Approved Related Facility,

and further undertakes to ensure that, a Hybrid Metering Physical Transition Date only occurs after a Hybrid Metering Approval Date and in the manner described under Annex 9 (Hybrid Metering – Transition and Amendment),

(each undertaking a "**Metering Compliance Obligation**" and together the "**Metering Compliance Obligations**").

***Notification of Metering Compliance Obligation breach***

31.2 The CfD Counterparty may at any time give a notice to the Generator (a "**Metering Breach Notice**") if it considers that the Generator is in breach of a Metering Compliance Obligation. A Metering Breach Notice shall:

(A) specify which Metering Compliance Obligation the CfD Counterparty considers that the Generator has breached; and

(B) be accompanied by such Supporting Information as the CfD Counterparty considers necessary to evidence the breach of the Metering Compliance Obligation.

***Response to notification of Metering Compliance Obligation breach***

31.3 No later than ten (10) Business Days after receipt of a Metering Breach Notice (a "**Metering Breach Response Notice Period**"), the Generator shall investigate whether it is in breach of the relevant Metering Compliance Obligation and give a notice to the CfD Counterparty (a "**Metering Breach Response Notice**"). A Metering Breach Response Notice shall state that either:

(A) the Generator accepts that there has been a breach of the Metering Compliance Obligation (and, in such case, the notice shall include confirmation of the date

from which the Generator accepts that there has been a breach of the relevant Metering Compliance Obligation); or

(B) the Generator does not accept that there has been a breach of the Metering Compliance Obligation.

31.4 If:

(A) the Generator submits a Metering Breach Response Notice in accordance with Condition 31.3(A), the provisions of Condition 31.5 shall apply; or

(B) the Generator fails to submit a Metering Breach Response Notice within the Metering Breach Response Notice Period or submits a Metering Breach Response Notice in accordance with Condition 31.3(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of the Metering Compliance Obligation and if the Expert Determination Procedure applied pursuant to this Condition 31.4(B) determines that:

(i) there has not been a breach of the Metering Compliance Obligation, then neither Party shall be required to take any further steps in relation to the Metering Breach Notice; or

(ii) there has been a breach of the Metering Compliance Obligation, the provisions of Condition 31.5 shall apply.

***Resolution of Metering Compliance Obligation breach***

31.5 If this Condition 31.5 applies:

(A) the Generator shall provide a copy of a Metering Remediation Plan to the CfD Counterparty no later than fifteen (15) Business Days after the later of: (i) the expiry of the Metering Breach Response Notice Period; and (ii) the date on which an Expert makes a determination in accordance with Condition 31.4(B)(ii) (as applicable);

(B) as soon as reasonably practicable after the date referred to in paragraph (A) above and in any event no later than sixty (60) Business Days after a BSC Company has approved the Metering Remediation Plan, the Generator shall:

(i) implement the Metering Remediation Plan and remedy the breach of the Metering Compliance Obligation; and

(ii) provide to the CfD Counterparty written confirmation from the relevant BSC Company that the breach of the Metering Compliance Obligation has been remedied, to the satisfaction of such relevant BSC Company; and

(C) the Generator shall give a notice to the CfD Counterparty confirming the fulfilment of its obligations pursuant to Condition 31.5(B) no later than five (5) Business Days after remedying the breach and in any event no later than sixty (60) Business Days after a BSC Company has approved the Metering Remediation

Plan (a "**Generator Metering Remediation Notice**") together with such Supporting Information as is reasonably necessary to evidence that the breach has been remedied.

31.6 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator Metering Remediation Notice, require the Generator to provide such Supporting Information in relation to that Generator Metering Remediation Notice (a "**Generator Metering Remediation Notice Information Request**") as the CfD Counterparty reasonably requests.

31.7 If the CfD Counterparty gives a Generator Metering Remediation Notice Information Request, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Failure to remedy Metering Compliance Obligation breach***

31.8 If the Generator has not complied with its obligations under Condition 31.5 or 31.7, then a Technical Compliance Termination Event will be deemed to have occurred.

***Undertakings: electrical schematic***

31.9 If there is a Material Change to the Facility Metering Equipment, then the Generator shall:

(A) notify the CfD Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after the Material Change occurs, setting out details of the Material Change that has been effected (an "**Electrical Schematic Obligation Notice**"); and

(B) provide an updated version of the electrical schematic diagram referred to in paragraph 2.1(D) of Part B of Schedule 1 (*Conditions Precedent*) as soon as reasonably practicable and in any event no later than ten (10) Business Days after the Material Change occurs,

(the "**Electrical Schematic Obligation**").

31.10 Any:

(A) Electrical Schematic Obligation Notice shall be accompanied by a Directors' Certificate in relation to the details of the Material Change referred to in the Electrical Schematic Obligation Notice; and

(B) copy of the electrical schematic diagram provided pursuant to Condition 31.9(B) shall be accompanied by a Directors' Certificate in relation to the electrical schematic diagram (including the date of such diagram and the version number thereof).

***Failure to comply with Electrical Schematic Obligation***

31.11 If the Generator is in breach of the Electrical Schematic Obligation, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be

payable by the CfD Counterparty to the Generator in any period during which the Generator is in breach of the Electrical Schematic Obligation, provided that:

(A) prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension; and

(B) if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement, reference to Net Payable Amounts in this Condition 31.11 shall not include the Aggregate Facility CIB Extra Commitment Reward Amount.

31.12 If the Generator subsequently complies with its Electrical Schematic Obligation, then the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 31.11. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 31.12.

***Undertakings: Access to and testing of meters***

31.13 With effect from the installation of any Facility Metering Equipment, the Generator shall grant (or, if the Generator is not the Registrant of the Facility Metering Equipment, shall procure that the Registrant grants) the CfD Counterparty (and any and all persons nominated by the CfD Counterparty and considered by the CfD Counterparty to be suitably qualified) access to the Facility, the Facility Metering Equipment and to such plant, property or assets owned, occupied or controlled by the Generator (or the Registrant if the Generator is not the Registrant of the Facility Metering Equipment) and to which the Generator (or the Registrant if the Generator is not the Registrant of the Facility Metering Equipment) can lawfully grant access as may be reasonably necessary for the CfD Counterparty to read, test or verify any relevant data and inspect and conduct tests in respect of the Facility Metering Equipment (the "**Metering Access Right**").

31.14 If the CfD Counterparty intends to exercise the Metering Access Right it shall give a notice to the Generator (a "**Metering Inspection Notice**"). A Metering Inspection Notice shall:

(i) specify that the CfD Counterparty (or suitably qualified persons nominated by it in accordance with Condition 31.13) intends to exercise the Metering Access Right; and

(ii) specify the date by which the Generator must, in accordance with Condition 31.15, permit the exercise of the Metering Access Right.

31.15 If the Generator:

(A) is the Registrant of the Facility Metering Equipment, it shall permit the CfD Counterparty to exercise the Metering Access Right no later than the later of (i) ten (10) Business Days after receipt of the Metering Inspection Notice and (ii) the date specified in the Metering Inspection Notice; and

(B) is not the Registrant of the Facility Metering Equipment, it shall procure that the CfD Counterparty is permitted to exercise the Metering Access Right no later than

the later of (i) fifteen (15) Business Days after receipt of the Metering Inspection Notice and (ii) the date specified in the Metering Inspection Notice.

31.16 The CfD Counterparty shall (and shall procure that any suitably qualified persons nominated by it in accordance with Condition 31.13 shall):

(A) take or refrain from taking all such other action as may be reasonably required by the Generator in order to comply with health and safety rules relating to the Facility; and

(B) obtain each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from a Competent Authority necessary for it to exercise the Metering Access Right.

***Failure to provide Metering Access Right***

31.17 If the Generator is in breach of its obligation to permit the CfD Counterparty to exercise the Metering Access Right, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period during which the Generator is in breach of such obligation, provided that:

(A) prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension; and

(B) if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement, reference to Net Payable Amounts in this Condition 31.17 shall not include the Aggregate Facility CIB Extra Commitment Reward Amount.

31.18 If the Generator subsequently complies with its obligation to permit the CfD Counterparty to exercise the Metering Access Right, then the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 31.17. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 31.18.

31.19 If the Generator:

(A) fails to comply with its obligations under Condition 31.15; and

(B) has not permitted the CfD Counterparty to exercise its Metering Access Right within twenty (20) Business Days following the latest permitted date for compliance with its obligations pursuant to Condition 31.15(A) or 31.15(B) (as applicable),

then a Metering Access Termination Event will be deemed to have occurred.

***Metering Access Right costs***

31.20 If, pursuant to or as a result of the exercise of the Metering Access Right, it is agreed or determined that there has been a breach of a Metering Compliance Obligation, the Generator shall promptly on demand from time to time, indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the CfD Counterparty in exercising the Metering Access Right.

***Information and Monitoring System Undertakings***

31.21 With effect from the later of the Start Date and the Hybrid Metering Physical Transition Date, the Generator undertakes to the CfD Counterparty:

(A) to provide and maintain an Information and Monitoring System and to ensure that at all times such Information and Monitoring System:

(i) is compatible and interoperable with the Head End System;

(ii) is in accordance with and maintained to a Reasonable and Prudent Standard (including in respect of cyber security);

(iii) is accurately calibrated;

(iv) accurately records the Information and Monitoring System Data

(v) transfers Information and Monitoring System Data in a consistent, structured and transparent manner;

(B) to investigate any fault or issue with the Information and Monitoring System of which it is notified by the CfD Counterparty; and

(C) to procure that:

(i) the CfD Counterparty has electronic access to the Information and Monitoring System and is able to receive Information and Monitoring System Data in respect of each Settlement Unit in each Billing Period remotely via the Head End System no later than one (1) Business Day after such Billing Period; and

(ii) where the Information and Monitoring System Data in respect of any Settlement Unit is unavailable to the CfD Counterparty in accordance with paragraph (i), the CfD Counterparty is provided with such Information and Monitoring System Data and Supporting Information within such timeframe as reasonably requested by the CfD Counterparty to calculate the LAMO Apportionment Factors ("**Actual IMSD Data"**),

(each an "**Information and Monitoring System Obligation**" and together the "**Information and Monitoring System Obligations**").

31.22 If the Generator is in breach of an Information and Monitoring System Obligation, the CfD Counterparty may suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period during which the Generator is in breach of such obligation, provided that the CfD Counterparty shall notify the Generator of the suspension of payment of any Net Payable Amounts promptly at the beginning of any such suspension period.

31.23 If the Generator subsequently complies with its Information and Monitoring System Obligation, then the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 31.22. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 31.23.

***Notification of Information and Monitoring System Obligation breach***

31.24 The CfD Counterparty may at any time give a notice to the Generator (an "**Information and Monitoring System Breach Notice**") if it considers that the Generator is in breach of an Information and Monitoring System Obligation. An Information and Monitoring System Breach Notice shall:

(A) specify which Information and Monitoring System Obligation the CfD Counterparty considers that the Generator has breached; and

(B) be accompanied by such Supporting Information as the CfD Counterparty considers necessary to evidence the breach of the Information and Monitoring System Obligation.

***Response to notification of Information and Monitoring System Obligation breach***

31.25 No later than ten (10) Business Days after receipt of an Information and Monitoring System Breach Notice (a "**Information and Monitoring System Breach Response Notice Period**"), the Generator shall investigate whether it is in breach of the relevant Information and Monitoring System Obligation and give a notice to the CfD Counterparty (an "Information and Monitoring System Breach Response Notice"). An Information and Monitoring System Breach Response Notice shall state that either:

(A) the Generator accepts that there has been a breach of the Information and Monitoring System Obligation (and, in such case, the notice shall include confirmation of the date from which the Generator accepts that there has been a breach of the relevant Information and Monitoring System Obligation); or

(B) the Generator does not accept that there has been a breach of the Information and Monitoring System Obligation.

31.26 If:

(A) the Generator submits an Information and Monitoring System Breach Response Notice in accordance with Condition 31.25(A), the provisions of Condition 31.27 shall apply; or

(B) the Generator fails to submit an Information and Monitoring System Breach Response Notice within the Information and Monitoring System Breach Response Notice Period or submits an Information and Monitoring System Breach Response Notice in accordance with Condition 31.25(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of the Information and Monitoring System and if the Expert Determination Procedure applied pursuant to this Condition 31.26 determines that:

(i) there has not been a breach of the Information and Monitoring System Obligation, then neither Party shall be required to take any further steps in relation to the Information and Monitoring System Breach Notice; or

(ii) there has been a breach of the Information and Monitoring System Obligation, the provisions of Condition 31.27 shall apply.

***Resolution of Metering Compliance Obligation breach***

31.27 If this this Condition 31.27 applies:

(A) the Generator shall provide a copy of an Information and Monitoring System Remediation Plan to the CfD Counterparty no later than fifteen (15) Business Days after the later of: (a) the expiry of the Information and Monitoring System Breach Response Notice Period; and (b) the date on which an Expert makes a determination in accordance with Condition 31.26(B)(ii) (as applicable);

(B) as soon as reasonably practicable after the date referred to in Condition 31.27(A), the Generator shall implement the Information and Monitoring System Remediation Plan and remedy the breach of the Information and Monitoring System Obligation; and

(C) the Generator shall give a notice to the CfD Counterparty confirming the fulfilment of its obligations pursuant to Condition 31.27(B) no later than five (5) Business Days after remedying the breach (a "**Generator Information and Monitoring System Remediation Notice**") together with such Supporting Information as is reasonably necessary to evidence that the breach has been remedied.

31.28 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of an Information and Monitoring System Remediation Notice, require the Generator to provide such Supporting Information in relation to that Generator Information and Monitoring System Remediation Notice (a "**Generator Information and Monitoring System Remediation Notice Information Request**") as the CfD Counterparty reasonably requests.

31.29 If the CfD Counterparty gives a Generator Information and Monitoring System Remediation Notice Information Request, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Failure to remedy Information and Monitoring System Obligation breach***

31.30 If the Generator has not complied with its obligations under Conditions 31.27 or 31.29, then an Information and Monitoring System Compliance Termination Event will be deemed to have occurred.

***Scope of Information and Monitoring System Audit Right***

31.31 From the later of the Start Date and the Hybrid Metering Physical Transition Date, the Generator shall grant or shall procure that the CfD Counterparty and any suitably qualified persons nominated by the CfD Counterparty shall have access to:

(A) (a) all parts of the Whole Facility; (b) the Information and Monitoring System (including without limitation all Generating Unit Meters of the Whole Facility); (c) any plant, machinery, processing or storage facility associated with the Whole Facility; and (d) any other location site, plant, machinery, processing or other facility where the Information and Monitoring System is located, in each case where the Generator can lawfully grant access;

(B) the books and records of the Generator;

(C) the directors, officers and employees of the Generator (who will be instructed to give promptly all Supporting Information reasonably requested by CfD Counterparty (and any suitable qualified persons nominated by it));

in each case as the CfD Counterparty considers to be reasonably necessary for the CfD Counterparty to fulfil the Information and Monitoring System Purposes and to read, test or verify any relevant data and conduct tests in respect of the Information and Monitoring System (the "**Information and Monitoring System Audit Right**").

31.32 If the CfD Counterparty intends to exercise the Information and Monitoring System Audit Right it shall give a notice to the Generator (the "**Information and Monitoring System Audit Notice**"). An Information and Monitoring System Audit Notice shall:

(A) specify that the CfD Counterparty intends to exercise the Information and Monitoring System Audit Right; and

(B) specify the date by which the Generator shall permit, or procure permission for, the exercise of the Information and Monitoring System Audit Right.

31.33 On receipt of an Information and Monitoring System Audit Notice, the Generator shall permit or procure that the CfD Counterparty is permitted to exercise the Information and Monitoring System Audit Right at such time as the CfD Counterparty may nominate, provided that it is no earlier than one (1) Business Day after receipt of the Information and Monitoring System Audit Notice.

***Failure to comply with the Information and Monitoring System Audit Right***

31.34 If the Generator fails to permit to procure permission for the exercise of the Information and Monitoring System Audit Right, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty

to the Generator in any period during which the Generator is in non-compliance with such obligation, provided that, prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension.

31.35 If the Generator subsequently complies with its obligation to permit or procure permission for the CfD Counterparty to exercise the Information and Monitoring System Audit Right, then the CfD Counterparty shall pay any amounts which would have been payable but for the operation of Condition 31.34. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 31.35.

31.36 If the Generator has not permitted, or procured permission for, the CfD Counterparty to exercise the Information and Monitoring System Audit Right within twenty (20) Business Days following the latest permitted date for compliance with its obligations pursuant to Condition 31.34, then an Information and Monitoring System Audit Termination Event will be deemed to have occurred.

***Information and Monitoring System Audit Right costs***

31.37 If, pursuant to or as a result of the exercise of the Information and Monitoring System Audit Right, it is agreed or determined there has been a breach of an Information and Monitoring System Obligation, the Generator shall promptly on demand from time to time, indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the CfD Counterparty in exercising the Information and Monitoring System Audit Right.

## 32. GENERATOR UNDERTAKINGS: INFORMATION PROVISION AND NO CUMULATION OF SUBSIDY, STATE AID AND/OR UNION FUNDING

***Provision of Information to the CfD Counterparty***

32.1 The Generator, acting in accordance with a Reasonable and Prudent Standard, shall provide the CfD Counterparty with:

(A) the Generator's estimate of the expected Start Date and the Installed Capacity as at the Start Date, such estimate to be provided:

(i) on the Agreement Date;

(ii) as soon as reasonably practicable after the Generator becomes aware that there is a change to the expected Start Date or Installed Capacity as at the Start Date;

(iii) without prejudice to paragraph (ii) above, on the first (1st) day of each calendar month that starts less than six months before the expected Start Date at that time; and

(iv) upon request in writing by the CfD Counterparty;

(B) without prejudice to paragraph (K) below, all Information requested by the CfD Counterparty to comply with its obligations under the Contract for Difference

(including the CfD Settlement Required Information), such Information to be provided as soon as reasonably practicable, and no later than five (5) Business Days (or, if such Information is not within the possession of the Generator, no later than ten (10) Business Days) or such longer period as is specified by the CfD Counterparty, after the Information is requested;

(C) the Forecast Data, such Forecast Data to be provided:

(i) for the period specified by such request, upon written request by the CfD Counterparty; and

(ii) provided that this paragraph (C)(ii) shall apply to the Contract for Difference only if Part 5A (*Payment calculations: Baseload Technologies*) is expressed to apply to the Contract for Difference in the CfD Agreement:

(a) no later than:

(1) six (6) months prior to the expected Start Date, if the CfD Agreement is dated six (6) months or more prior to the expected Start Date; or

(2) ten (10) Business Days after the date of the CfD Agreement, if the CfD Agreement is dated within six (6) months of the expected Start Date;

(b) within five (5) Business Days of when the Generator becomes aware of an event which will or is reasonably likely to affect significantly the value of the Renewable Qualifying Multiplier; and

(c) within five (5) Business Days of when the Generator becomes aware of an event which will or is reasonably likely to affect significantly the value of the CHP Qualifying Multiplier;

in each case for the period of fifteen (15) months from the later of the expected Start Date or the date the Forecast Data is required to be provided;

(D) notification of the occurrence of any event or circumstance which will or is reasonably likely to affect significantly:

(i) the Fully Adjusted Metered Output of the Facility;

(ii) any Information provided by the Generator pursuant to Condition 32.1(L);

together with Supporting Information in respect of the reasons for such event or circumstance and the impact on (i) to (ii), such notification to be provided as soon as reasonably practicable, and no later than five (5) Business Days after the Generator has become aware of such an event or circumstance;

(E) all Information reasonably requested by the CfD Counterparty regarding the financial condition, business or operations of the Generator to enable or assist the CfD Counterparty to fulfil the CfD Counterparty Permitted Purposes, such Information to be provided as soon as reasonably practicable and no later than ten (10) Business Days, or such longer period as is specified by the CfD Counterparty, after such Information is requested;

(F) all Information reasonably requested by the CfD Counterparty for the purposes of: (i) compiling and evaluating statistics relating to the outcomes of the Electricity Market Reform programme and the impact of that programme across a range of social and economic factors; and (ii) publishing material relating thereto, including announcements and reports describing the general outcomes, merits and achievements relating to the programme, such Information to be provided as soon as reasonably practicable and no later than ten (10) Business Days, or such longer period as is specified by the CfD Counterparty, after such Information is requested;

(G) where the Generator is an Embedded Generator, notification of:

(i) any Market Supply Agreement being entered into, becoming effective or being novated, assigned or otherwise transferred to a different counterparty; and

(ii) the termination of any Market Supply Agreement,

in each case not less than five (5) Business Days prior to the same occurring or, if the termination of any Market Supply Agreement is not effected by the Generator, as soon as reasonably practicable thereafter;

(H) as soon as reasonably practicable upon request, all Information reasonably requested by the CfD Counterparty for the purposes of assessing compliance by the Generator with the Metering Compliance Obligations;

(I) as soon as reasonably practicable upon becoming aware of them, the details of any litigation, arbitration or administrative suit or proceeding, adjudication, expert determination, Tax claim, or Tax investigation against the Generator which is current; pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or, so far as the Generator is aware, for which a formal written notice before action or similar threatening such suit or proceedings has been received and which, if adversely determined, would have or would be reasonably likely to have a Material Adverse Effect;

(J) as soon as reasonably practicable, all Information (kept to a Reasonable and Prudent Standard) reasonably requested that represents the status and progress of the Project to date against contractual and Project milestones, showing the critical path of the Project towards these milestones up to the delivery of a Final Installed Capacity Notice;

(K) Actual Generation Output Data and Supporting Information in respect of all electrical output of the Facility:

(i) on any day prior to the Start Date, within 2 (two) Business Days of that day; and

(ii) in any Settlement Unit on or after the Start Date for which Loss Adjusted Metered Output has not been reported by a BSC Company or a BSC Agent, within 2 (two) Business Days of the CfD Counterparty requesting such data,

in each case accompanied with a Directors' Certificate in respect of such Actual Generation Output Data and Supporting Information;

(L) all Information requested by the CfD Counterparty to conduct "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the CfD and the other CfD Documents, such Information to be provided as soon as reasonably practicable, and no later than 20 (twenty) Business Days (or, if such Information is not within the possession of the Generator, no later than 30 (thirty) Business Days) or such longer period as is specified by the CfD Counterparty, after the Information is requested. Any Information provided by a Generator to the CfD Counterparty under this Condition 32.1(L) shall be accompanied by a Directors' Certificate in respect of such Information; and

(M) where the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind), notification of:

(a) any grant, quashing, refusal or variation of a Relevant Applicable Planning Consent;

(b) any application for Relevant Court Proceedings or appeal in respect of the grant, quashing or refusal of a Relevant Applicable Planning Consent; and

(c) the results of any Relevant Court Proceedings or appeal in respect of the grant, quashing or refusal of a Relevant Applicable Planning Consent,

in each case such notification to be:

(1) provided as soon as reasonably practicable after the Generator becomes aware of the relevant circumstance; and

(2) accompanied by details of the relevant grant, refusal, variation, application or results, to the extent that such information has not been submitted by the Generator to the CfD Counterparty in an RPR Notice under Condition 5.10,

32.1A The CfD Counterparty shall, no later than twenty (20) Business Days after receipt of Information in response to its request pursuant to Condition 32.1(L), give a notice to the

Generator (a "**KYC Information Response Notice**"). A KYC Information Response Notice shall specify whether the CfD Counterparty considers that the Generator has or has not complied with and fulfilled its request pursuant to Condition 32.1(L), and where applicable the CfD Counterparty's reasons for considering it has not.

***Forecast Data***

32.2 For the purposes of Condition 32.1(C), the "**Forecast Data**" means:

(A) the availability of the Facility;

(B) the Loss Adjusted Metered Output;

(C) the Renewable Qualifying Multiplier (provided that this paragraph (C) shall apply only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement); and

(D) the CHP Qualifying Multiplier (provided that this paragraph (D) shall apply only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement),

in each case in relation to the period referred to in Condition 32.1(C).

***Accuracy of Information***

32.3 The Generator shall ensure that:

(A) all forecasts, forward-looking statements or data provided by or on behalf of the Generator pursuant to Condition 32.1 are prepared in good faith, on a reasonable basis and with due care and attention; and

(B) all other Information provided by or on behalf of the Generator pursuant to Condition 32.1 is true, complete and accurate in all material respects and not misleading.

***Warranty: No Cumulation of Subsidy***

32.4 The Generator represents and warrants to the CfD Counterparty that, as at the Start Date or (if later) as at the Subsidy Declaration Date, the following statement is true, accurate and not misleading:

(A) no Subsidy, State aid or Union Funding has been received in relation to the costs of the Project (regardless of whether such subsidy, aid or funding is received by the Generator or by any other person), other than:

(i) the subsidy arising under this Contract for Difference; or

(ii) any Subsidy, State aid and/or Union Funding notified to the CfD Counterparty in accordance with the process for the satisfaction or waiver of the Subsidy Declaration Operational CP.

***Undertakings: No Cumulation of Subsidy, State aid or Union Funding***

32.5 With effect from the Subsidy Declaration Date, the Generator undertakes to the CfD Counterparty as follows:

(A) the Generator shall at all times ensure that no Subsidy, State aid or Union Funding is received in relation to the costs of the Project or the Existing Generating Assets (regardless of whether such subsidy, aid or funding is received by the Generator or by any other person), other than the subsidy arising under this Contract for Difference;

(B) *Notification*: the Generator shall:

(i) give notice to the CfD Counterparty as soon as reasonably practicable upon becoming aware that any Subsidy, State aid and/or Union Funding has been received in relation to the costs of the Project or the Existing Generating Assets (regardless of whether such subsidy, aid and/or funding is received by the Generator or by any other person, or is received before, on or after the Subsidy Declaration Date) (other than any Subsidy, State aid and/or Union Funding of the types described at Condition 32.4(A)(i) and 32.4(A)(ii)); and

(ii) provide the CfD Counterparty with such Supporting Information regarding compliance or non-compliance by the Generator with the undertaking in Condition 32.5(A) as the CfD Counterparty reasonably requires, as soon as reasonably practicable and in any event no later than thirty (30) Business Days following receipt of the CfD Counterparty's request. Any Supporting Information provided by a Generator to the CfD Counterparty under this Condition 32.5(B)(ii) shall be accompanied by a Directors' Certificate in respect of such Supporting Information; and

(C) *Repayment:* the Generator shall repay or procure the repayment of any Subsidy, State aid and/or Union Funding which has been received in relation to the costs of the Project or the Existing Generating Assets (regardless of whether such subsidy, aid or funding is received by the Generator or by any other person or is received before, on or after the Subsidy Declaration Date) (as adjusted for interest in accordance with Condition 32.11) to the granter of such subsidy, aid or funding (other than any Subsidy, State aid and/or Union Funding of the types described at Conditions 32.4(A)(i) and 32.4(A)(ii)).

***Suspension of Payments***

32.6 If the Generator breaches Condition 32.4 or fails to comply with Condition 32.5(A) the CfD Counterparty shall:

(A) suspend payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator, from the date the CfD Counterparty becomes aware that the Generator breached or failed to comply with such Condition (or as soon as reasonably practicable thereafter); and

(B) notify the Generator of any suspension as soon as reasonably practicable.

32.7 If the Generator evidences to the satisfaction of the CfD Counterparty that the Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11) has been repaid in full to the granter, any suspension under Condition 32.6 shall cease and the CfD Counterparty shall (subject to Condition 32.9, where applicable) pay any amounts to the Generator which would have been payable but for the operation of Condition 32.6. The CfD Counterparty may elect to make such payment on a lump sum, staged or daily basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Generator pursuant to this Condition.

32.8 Any evidence provided by the Generator to the CfD Counterparty pursuant to Condition 32.7 shall be accompanied by a Directors' Certificate in respect of such evidence.

***Suspension of Payments (Failure to Provide Information)***

32.9 If the Generator fails to comply with Condition 32.5(B)(ii), the CfD Counterparty shall:

(A) suspend payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator, from the date the CfD Counterparty becomes aware that the Generator failed to comply with such Condition (or as soon as reasonably practicable thereafter); and

(B) notify the Generator of any suspension as soon as reasonably practicable.

32.10 Subject to Condition 32.6 and Condition 32.15, if the Generator subsequently provides the CfD Counterparty with the Supporting Information (accompanied by a Directors' Certificate) requested pursuant to Condition 32.5(B)(ii), any suspension under Condition 32.9 shall cease and the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 32.9. The CfD Counterparty may elect to make such payment on a lump sum, staged or daily basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Generator pursuant to this Condition.

***Subsidy Interest***

32.11 Interest shall be due and payable in relation to any amount of Subsidy, State aid and/or Union Funding which has been received in relation to the costs of the Project or the Existing Generating Assets (regardless of whether such subsidy, aid or funding is received by the Generator or any other person), calculated on the basis that interest shall accrue on the outstanding balance of any such amount at the Subsidy Interest Rate from (and including) the date that the Subsidy, State aid and/or Union Funding was received, to (but excluding): (i) the date that the Subsidy, State aid and/or Union Funding and interest is repaid in full to the granter; or (ii) where Condition 32.16 applies, the date that payments equivalent to the amount of the Subsidy, State aid and/or Union Funding and interest are recovered in full; or (iii) where Condition 3.31 or 32.15 applies, the date the Subsidy, State aid and/or Union Funding and interest are set off in full. For this purpose:

(A) interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days;

(B) the "**Subsidy Interest Rate**" shall be either:

(i) the interest rate set out by the UK awarding body of the Subsidy;

(ii) the interest rate set out in any recovery order issued by a Subsidy Control Competent Authority; or

(iii) in the case of State aid or Union Funding only, the interest rate that applies to recovery under the relevant State aid or Union Funding scheme,

in each case as applicable, and if none of (i) to (iii) is applicable, the interest rate determined by the CfD Counterparty in accordance with the Interest Rate Methodology; and

(C) to the extent that interest accrues for more than a year, the Subsidy Interest Rate shall be recalculated on an annual basis by the CfD Counterparty in accordance with the applicable methodology, and interest shall be compounded annually, so that interest accruing in the previous year shall be subject to interest in any subsequent year.

For the avoidance of doubt, interest pursuant to this Condition 32.11 shall not be due and payable in relation to any subsidy arising under this Contract for Difference.

***Waiver of Generator's Obligation to Repay Subsidy, State aid and/or Union Funding***

32.12 The CfD Counterparty shall agree by notice to waive the Generator's obligation under Condition 32.5(C) if the Generator evidences to the satisfaction of the CfD Counterparty that the granter of such Subsidy, State aid and/or Union Funding refuses or is unable to accept the repayment of the Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11), in full or in part. If the Generator seeks a waiver, the Generator shall:

(A) provide the CfD Counterparty with such Supporting Information as the Generator considers to be relevant to evidence that the granter refuses or is unable to accept repayment in accordance this with Condition; and

(B) provide the CfD Counterparty with such additional Supporting Information as the CfD Counterparty reasonably requires, as soon as reasonably practicable, and in any event no later than ten (10) Business Days following receipt of the CfD Counterparty's request,

in each case accompanied by a Directors' Certificate in respect of such Supporting Information.

32.13 If the CfD Counterparty agrees to waive the Generator's obligation to repay Subsidy, State aid and/or Union Funding pursuant to Condition 32.5(C):

(A) the CfD Counterparty shall also notify the Generator of:

(i) the amount of Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11) which has not been repaid to the granter as at that date (the "**Other Subsidy**"); and

(ii) the Subsidy Interest Rate currently applicable;

(B) Condition 32.15 shall apply; and

(C) subject to Condition 32.15, the suspension under Condition 32.6(A) shall cease and the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 32.6(A). The CfD Counterparty may elect to make such payment on a lump sum, staged or daily basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable pursuant to this Condition 32.13(C).

32.14 Nothing in this Condition 32 shall require the CfD Counterparty to waive the Generator's obligation under Condition 32.5(C), unless the CfD Counterparty is satisfied that the requirements of Condition 32.12 have been met.

***Set-Off of Other Subsidy***

32.15 Any amount of Other Subsidy (as adjusted for interest in accordance with Condition 32.11) shall be set off against any amounts payable to the Generator under this Contract for Difference, so that no payment shall be made to the Generator until such amount has been set off in its entirety.

***Recovery***

32.16 If the Contract for Difference expires or terminates and any amount of Subsidy, State aid and/or Union Funding (as adjusted for interest in accordance with Condition 32.11) has not yet been repaid in full pursuant to Condition 32.5(C) or set off in full, pursuant to Condition 3.31 or Condition 32.15, the CfD Counterparty shall be entitled to recover any payments made to the Generator under the Contract for Difference, up to the value of the outstanding amount. The CfD Counterparty shall give notice to the Generator of the outstanding amount and the currently applicable Subsidy Interest Rate and the Generator shall repay or procure the repayment of the notified amount (as adjusted for interest in accordance with Condition 32.11) to the CfD Counterparty within ten (10) Business Days from the date of the notice.

***Suspension of Payments (Failure to provide KYC Information)***

32.17 If the Generator fails to comply with Condition 32.1(L), the CfD Counterparty:

(A) may suspend payment of any amount(s) which would otherwise be payable by the CfD Counterparty to the Generator, from the date the CfD Counterparty becomes aware that the Generator failed to comply with such Condition (or as soon as reasonably practicable thereafter); and

(B) shall notify the Generator of any such suspension as soon as reasonably practicable,

provided that if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement, reference to suspending payment of any amount(s) which would otherwise be payable by the CfD Counterparty to the Generator under this Condition 32.17 shall not include the Aggregate Facility CIB Extra Commitment Reward Amount.

32.18 If the Generator subsequently provides the CfD Counterparty with the Information (accompanied by a Directors' Certificate) requested pursuant to Condition 32.1(L), any suspension under Condition 32.17 shall cease and the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 32.17. The CfD Counterparty may elect to make such payment on a lump sum, staged or daily basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Generator pursuant to this Condition.

***Recovery of payments***

32.19 If the Generator fails to comply with Condition 30.1(H), the CfD Counterparty:

(A) may withhold payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator which are attributable to the period during which the Generator is not in compliance with such Condition; and

(B) shall be entitled to recover from the Generator any amounts paid by the CfD Counterparty to the Generator which are attributable to the period during which the Generator is not in compliance with such Condition,

provided that if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement, reference to withholding payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator under this Condition 32.19 shall not include the Aggregate Facility CIB Extra Commitment Reward Amount.

## 32A GENERATOR UNDERTAKINGS: PHYSICAL SEPARATION REQUIREMENT

***Undertakings: Physical Separation Requirement and PSR Audit Right***

32A.1 The following Conditions 32A.2 to 32A.12 shall only apply if the Facility Generation Technology is Advanced Conversion Technology.

32A.2 With effect from the Agreement Date, the Generator undertakes to the CfD Counterparty to ensure that at all times the Synthesis Chamber and the Combustion Chamber shall be separated by a pipe or conduct:

(A) which is used for transporting the Advanced Fuel produced in the Synthesis Chamber to the Combustion Chamber;

(B) which will include at least one connection that allows for sampling of the Advanced Fuel;

(C) within which no combustion will occur; and

which has an operating Compression Unit or Purification Unit within it or connected to it (the **"Physical Separation Requirement"**).

32A.3 The Generator, acting in accordance with a Reasonable and Prudent Standard, shall notify the CfD Counterparty of the occurrence of any event or circumstance which will, or is reasonably likely to, affect significantly the Generator's compliance with the Physical Separation Requirement, such notification to be provided as soon as reasonably practicable, and no later than five (5) Business Days after the Generator has become aware of such an event or circumstance.

***Notification of failure to comply with the Physical Separation Requirement***

32A.4 The CFD Counterparty may at any time give a notice to the Generator (a "**PSR Non-compliance Notice**") if it considers that the Generator has not complied with the Physical Separation Requirement. A PSR Non-compliance Notice shall:

(A) specify why the CfD Counterparty considers that the Generator has failed to comply with the Physical Separation Requirement; and

(B) be accompanied by such Supporting Information as the CfD Counterparty considers necessary to evidence the non-compliance with the Physical Separation Requirement.

***Suspension of payment (Failure to comply with Physical Separation Requirement)***

32A.5 Where the CfD Counterparty has given a PSR Non-compliance Notice, the CfD Counterparty shall also:

(A) suspend payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period during which the Generator has not complied with the Physical Separation Requirement; and

(B) be entitled to recover from the Generator any amounts paid by the CfD Counterparty to the Generator in any period during which the Generator has not complied with the Physical Separation Requirement;

provided that the CfD Counterparty shall notify the Generator of (i): its intention to suspend payment of any amount; and (ii) the date from which it proposes to effect such suspension.

32A.6 If, for any reason specified in such notice, the Generator is not in compliance with its obligation under Condition 32A.2 after the date falling six (6) months after the date of the PSR Non-compliance Notice, then a "**PSR Non-compliance Termination Event"** will be deemed to have occurred.

***PSR Audit Right***

32A.7 With effect from the Agreement Date, the Generator shall grant the CfD Counterparty (and any and all persons nominated by the CFD Counterparty and considered by the CFD Counterparty to be suitably qualified) access to:

(A) (i) the Facility; (ii) any plant, machinery, property, processing or storage facility associated with the Facility; and (iii) any place at which fuel is produced, stored or used at the Facility, in each case owned, occupied or controlled by the Generator and to which the Generator can lawfully grant access;

(B) the books and records of the Generator, insofar as they relate to matters pertinent to the Physical Separation Requirement; and

(C) the directors, officers and employees of the Generator (who will be instructed to give, as soon as reasonably practicable, all Supporting Information pertinent to the Physical Separation Requirement reasonably requested by the CfD Counterparty (and any persons nominated by it in accordance with this paragraph 32A.7)),

in each case as the CfD Counterparty considers to be reasonably necessary for the CfD Counterparty to assess the compliance or non-compliance of the Generator with the Physical Separation Requirement (the "**PSR Audit Right**").

32A.8 If the CfD Counterparty intends to exercise the PSR Audit Right it shall give a notice to the Generator (a **"PSR Audit Notice"**). A PSR Audit Notice shall:

(A) specify that the CfD Counterparty (or any persons nominated by the CfD Counterparty on its behalf and considered by it to be suitably qualified) intends to exercise the PSR Audit Right; and

(B) specify the date by which the Generator must, in accordance with paragraph 32A.7, permit the exercise of the PSR Audit Right.

32A.9 On receipt of a PSR Audit Notice, the Generator shall permit the CfD Counterparty to exercise the PSR Audit Right at such time as the CfD Counterparty may nominate, provided that it is no earlier than one (1) Business Day after receipt of the PSR Audit Notice.

***Failure to allow the CfD Counterparty to exercise the PSR Audit Right***

32A.10 If the Generator has not complied with its obligation to permit the CfD Counterparty to exercise the PSR Audit Right, the CfD Counterparty:

(A) may suspend payment of any amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period during which the Generator is in breach of such obligation; and

(B) shall be entitled to recover from the Generator any amounts paid by the CfD Counterparty to the Generator in any period during which the Generator was in breach of such obligation;

provided that the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any amount; and (ii) the date from which it proposes to effect such suspension.

32A.11 If the Generator subsequently complies with its obligation to permit the CfD Counterparty to exercise the PSR Audit Right, the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of Condition 32A.10. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 32A.11.

32A.12 If the Generator fails to comply with its obligation to permit the CfD Counterparty to exercise the PSR Audit Right within (20) Business Days following the giving by the CfD Counterparty to the Generator of a PSR Audit Notice, a **PSR Audit Right Termination Event** will be deemed to have occurred.

# Part 8
# Changes in Law

## 33. QUALIFYING CHANGE IN LAW: PROCEDURE

***CfD Counterparty QCiL Notice***

33.1 If the CfD Counterparty considers that a Qualifying Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, to occur or to become effective), it may give a notice to the Generator (a "**CfD Counterparty QCiL Notice**"). A CfD Counterparty QCiL Notice shall:

(A) include reasonable details of the relevant Qualifying Change in Law;

(B) specify the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);

(C) specify why the CfD Counterparty considers that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, including whether the CfD Counterparty considers the Qualifying Change in Law to be a Discriminatory Change in Law, a Specific Change in Law or an Other Change in Law; and

(D) (if the CfD Counterparty considers it reasonably practicable to do so) specify whether the CfD Counterparty considers that the Notified Change in Law will give rise to or result in:

(i) QCiL Operating Costs or QCiL Operating Savings;

(ii) QCiL Capital Costs or QCiL Capital Savings;

(iii) an Adjusted Output Period (and, if so, the CfD Counterparty's AOP Estimate);

(iv) a QCiL Construction Event; and/or

(v) a QCiL Operations Cessation Event.

***Generator QCiL Response Notice***

33.2 If the CfD Counterparty gives a CfD Counterparty QCiL Notice to the Generator, the Generator shall as soon as reasonably practicable, and in any event no later than forty (40) Business Days after receipt of such CfD Counterparty QCiL Notice, give a notice to the CfD Counterparty (a "**Generator QCiL Response Notice**"). A Generator QCiL Response Notice shall:

(A) specify whether the Generator considers that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law (and, if the Generator does not consider that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, the Generator shall include Supporting Information, in reasonable detail, which the Generator considers to be relevant to and supportive of that conclusion);

(B) include either:

(i) a statement that the Generator agrees with the QCiL Effective Date or the Expected QCiL Effective Date specified in the CfD Counterparty QCiL Notice; or

(ii) if the Generator does not agree with the QCiL Effective Date or the Expected QCiL Effective Date specified in the CfD Counterparty QCiL Notice, an alternative QCiL Effective Date or Expected QCiL Effective Date;

(C) specify whether the Generator considers that the Notified Change in Law will give rise to or result in:

(i) QCiL Operating Costs or QCiL Operating Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(ii) QCiL Capital Costs or QCiL Capital Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(iii) an Adjusted Output Period and, if so: (a) the Generator's AOP Estimate; and (b) the Generator's good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation;

(iv) a QCiL Construction Event and, if so, the Generator's good faith estimate of the QCiL Construction Event Costs and QCiL Construction Event Savings; and/or

(v) a QCiL Operations Cessation Event and, if so, the Generator's good faith estimate of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings,

together with such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the foregoing; and

(D) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (D) above being "**QCiL Response Information**").

33.3 If the Generator, in a Generator QCiL Response Notice, indicates that it does not consider that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, it shall nonetheless provide the QCiL Response Information on the basis of an

assumption that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law.

33.4 Any Generator QCiL Response Notice shall be accompanied by a Directors' Certificate in relation to the QCiL Response Information which states (without prejudice to the generality of the certification required pursuant to this Condition 33.4) whether, in the opinion of the Generator, having made all due and careful enquiries, the Notified Change in Law is or will be a Qualifying Change in Law.

33.5 If the Generator becomes aware before any QCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part 8 (*Changes in Law*) that any of the QCiL Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 33.4), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator QCiL Response Information**"), together with a Directors' Certificate in relation to the Revised Generator QCiL Response Information.

33.6 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator QCiL Response Notice or any Revised Generator QCiL Response Information, require the Generator to provide such Supporting Information in relation to that Generator QCiL Response Notice or, as the case may be, the Revised Generator QCiL Response Information (a "**Generator QCiL Response Notice Information Request**") as the CfD Counterparty reasonably requests.

33.7 If the CfD Counterparty gives a Generator QCiL Response Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Generator QCiL Notice***

33.8 If the Generator considers that a Qualifying Change in Law has been implemented, occurred or become effective or is shortly to be implemented, occur or become effective, it may give a notice to the CfD Counterparty (a "**Generator QCiL Notice**"). A Generator QCiL Notice shall:

(A) include reasonable details of the relevant Qualifying Change in Law;

(B) specify the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);

(C) specify why the Generator considers that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, including whether the Generator considers the Qualifying Change in Law to be a Discriminatory Change in Law, a Specific Change in Law or an Other Change in Law (and including Supporting

Information, in reasonable detail, which the Generator considers to be relevant to and supportive of that conclusion);

(D) specify whether the Generator considers that the Notified Change in Law will give rise to or result in:

(i) QCiL Operating Costs or QCiL Operating Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(ii) QCiL Capital Costs or QCiL Capital Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(iii) an Adjusted Output Period and, if so: (a) the Generator's AOP Estimate; and (b) the Generator's good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation;

(iv) a QCiL Construction Event and, if so, the Generator's good faith estimate of the QCiL Construction Event Costs and the QCiL Construction Event Savings; and/or

(v) a QCiL Operations Cessation Event and, if so, the Generator's good faith estimate of the QCiL Operations Cessation Event Costs and the QCiL Operations Cessation Event Savings,

together with such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the foregoing; and

(E) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (E) above being "**QCiL Supporting Information**").

33.9 Any Generator QCiL Notice shall be accompanied by a Directors' Certificate in relation to the QCiL Supporting Information which states (without prejudice to the generality of the certification required pursuant to this Condition 33.9) whether, in the opinion of the Generator, having made all due and careful enquiries, the Notified Change in Law is or will be a Qualifying Change in Law.

33.10 If the Generator becomes aware before any QCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part 8 (*Changes in Law*) that any of the QCiL Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 33.9), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator QCiL Information**"), together with a Directors' Certificate in relation to the Revised Generator QCiL Response Information.

33.11 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator QCiL Notice or any Revised Generator QCiL Information, require the Generator to provide such Supporting Information in relation to that Generator QCiL Notice or, as the case may be, the Revised Generator QCiL Information (a "**Generator QCiL Notice Information Request**") as the CfD Counterparty reasonably requests.

33.12 If the CfD Counterparty gives a Generator QCiL Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

33.13 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Generator QCiL Notice unless and until the Generator shall have provided the CfD Counterparty with all of the QCiL Supporting Information, and the Directors' Certificate, in respect of such Generator QCiL Notice.

***Agreement between the Parties in respect of a Qualifying Change in Law***

33.14 As soon as reasonably practicable, and in any event no later than fifteen (15) Business Days, after either:

(A) the CfD Counterparty receives from the Generator a Generator QCiL Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator QCiL Notice Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information); or

(B) the CfD Counterparty receives from the Generator a Generator QCiL Response Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator QCiL Response Notice Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information),

the Parties shall meet to discuss and, in good faith, seek to agree:

(i) whether the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law;

(ii) in respect of a Qualifying Change in Law:

(a) the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);

(b) whether the Notified Change in Law will, or is reasonably expected to, result in:

(1) QCiL Net Operating Costs or QCiL Net Operating Savings;

(2) QCiL Net Capital Costs or QCiL Net Capital Savings;

(3) an Adjusted Output Period (and, if so, the impact, or the reasonably anticipated impact, of the Notified Change in Law on the Estimated Facility Generation);

(4) a QCiL Construction Event; and/or

(5) a QCiL Operations Cessation Event;

(c) the amounts, forecasts and estimates applicable to that Qualifying Change in Law referred to in Condition 33.2(C) or 33.8(D) (as appropriate);

(d) the steps or additional steps, as the case may be, which the Generator should take to comply with Condition 64.3 and the Reasonable and Prudent Standard; and

(e) any other matters necessary to determine the quantum of the QCiL Compensation;

(iii) the QCiL Compensation in respect of such Qualifying Change in Law; and

(iv) the QCiL Compensation Date.

***Disputes in respect of a Qualifying Change in Law***

33.15 If the Generator and the CfD Counterparty are not able to agree any of the matters in Condition 33.14, either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

33.16 Until the Dispute has been resolved by agreement between the Generator and the CfD Counterparty or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no QCiL Compensation payable.

## 34. QUALIFYING CHANGE IN LAW: COMPENSATION

***Categories of Qualifying Change in Law compensation***

34.1 Subject to Condition 34.3, compensation in respect of a Qualifying Change in Law shall be calculated:

(A) if there are QCiL Operating Costs or QCiL Operating Savings, in accordance with Conditions 34.4 to 34.8 (inclusive) (a "**QCiL Opex Payment**");

(B) if there are QCiL Capital Costs or QCiL Capital Savings, in accordance with Conditions 34.9 to 34.17 (inclusive) (a "**QCiL Capex Payment**");

(C) if there is an Adjusted Output Period, in accordance with Conditions 34.18 to 34.23 (inclusive) (a "**QCiL Adjusted Revenues Payment**");

(D) if there is a QCiL Construction Event, in accordance with Conditions 34.24 to 34.27 (inclusive) (a "**QCiL Construction Event Payment**"); and

(E) if there is a QCiL Operations Cessation Event, in accordance with Conditions 34.28 to 34.31 (inclusive) (a "**QCiL Operations Cessation Event Payment**").

34.2 Any and all QCiL Compensation to be calculated in accordance with Condition 34.1 shall be payable in accordance with, and subject to, Conditions 35 (*Qualifying Change in Law: Effective date and payment*), 36 (*Qualifying Change in Law: True-up*) and 38 (*Changes in Law: General provisions*).

34.3 If a Qualifying Change in Law occurs which gives rise to or results in: (i) QCiL Operating Costs; (ii) QCiL Capital Costs; (iii) an Adjusted Output Period where generation by the Facility is reduced (a "**Reduced Output Period**"); or (iv) any combination of the foregoing:

(A) before the Start Date, and the amount of the QCiL Compensation that would otherwise be payable in respect of the estimated QCiL Operating Costs, QCiL Capital Costs and/or impact of the Reduced Output Period is greater than the amount of the QCiL Construction Event Payment that would have been payable under Conditions 34.24 to 34.27 if such Qualifying Change in Law were to have constituted a QCiL Construction Event; or

(B) on or after the Start Date, and the amount of the QCiL Compensation that would otherwise be payable in respect of the estimated QCiL Operating Costs, QCiL Capital Costs and/or impact of the Reduced Output Period is greater than the amount of the QCiL Operations Cessation Event Payment that would have been payable under Conditions 34.28 to 34.31 if such Qualifying Change in Law were to have constituted a QCiL Operations Cessation Event,

then the amount of the QCiL Compensation payable by it to the Generator in respect of the Qualifying Change in Law shall be limited to:

(i) if Condition 34.3(A) applies, the amount of the QCiL Construction Event Payment that would have been payable under Conditions 34.24 to 34.27;

(ii) if Condition 34.3(B) applies, the amount of the QCiL Operations Cessation Event Payment that would have been payable under Conditions 34.28 to 34.31.

***QCiL Opex Payment***

34.4 Any and all QCiL Opex Payments shall be effected, where the relevant Qualifying Change in Law occurs, is implemented or becomes effective:

(A) on or after the Start Date, as an adjustment to the Strike Price, and:

(i) if there are QCiL Net Operating Costs, the Strike Price shall be increased; and

(ii) if there are QCiL Net Operating Savings, the Strike Price shall be reduced; or

(B) before the Start Date, as daily payments, which shall be payable:

(i) by the CfD Counterparty to the Generator if there are QCiL Net Operating Costs; or

(ii) by the Generator to the CfD Counterparty if there are QCiL Net Operating Savings.

34.5 For the purposes of Condition 34.4, each QCiL Opex Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) Condition 34.6 if the QCiL Opex Payment is to be effected as an adjustment to the Strike Price; or

(B) Condition 34.7 if the QCiL Opex Payment is to be paid by means of daily payments.

34.6 If Condition 34.5(A) applies, each QCiL Opex Payment shall, subject to Condition 34.8, be calculated in accordance with the following formula:

$$\text{QCiL Opex Payment} = \frac{\sum_{i=1}^{n} \frac{C_{I,i} - C_{S,i}}{(1+R_S)^{i-1}}}{\text{Effective Projected Generation}}$$

where:

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (*i* = 1) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i < n) are consecutive periods of one (1) calendar year length each; and
- the nth period (*i* = n) is the period starting on 01 January in the year in which the last day of the Term falls and ending on the last day of the Term;

$C_{I,i}$ are, subject to Condition 34.8(B), the QCiL Operating Costs in period (i) expressed in pounds in real terms as at the QCiL Compensation Date;

$C_{S,i}$ are, subject to Condition 34.8(B), the QCiL Operating Savings in period (i) expressed in pounds in real terms as at the QCiL Compensation Date; and

$R_S$ is the Post-Tax Real Discount Rate.

34.7 If Condition 34.5(B) applies, the QCiL Opex Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Generator would have received had the QCiL Opex Payment been effected as a Strike Price Adjustment in accordance with Condition 34.6.

34.8 If a Qualifying Change in Law gives rise to or results in both: (i) QCiL Operating Costs or QCiL Operating Savings; and (ii) an Adjusted Output Period, then:

(A) subject to Condition 34.8(B), such QCiL Operating Costs or QCiL Operating Savings shall be used for the purposes of calculating the QCiL Opex Payment in accordance with Conditions 34.4, 34.5, 34.6 and 34.7; and

(B) if and to the extent that any QCiL Operating Costs or QCiL Operating Savings are (or are reasonably likely to be) incurred, made or received solely in connection with, and during, the Adjusted Output Period, such QCiL Operating Costs or QCiL Operating Savings shall be excluded from the calculation of the QCiL Opex Payment in accordance with Conditions, 34.4, 34.5, 34.6, 34.7 and 34.8(A) and shall instead be taken into account in the calculation of the QCiL Adjusted Revenues Payment in accordance with Conditions 34.18, 34.19 and 34.23 and Condition 34.20, 34.21 or 34.22 (as applicable).

***QCiL Capex Payment***

34.9 Any and all QCiL Capex Payments shall be effected, at the election of the CfD Counterparty (after consultation with the Generator), as a lump sum payment, staged payments or daily payments which shall be payable:

(A) by the CfD Counterparty to the Generator if there are QCiL Net Capital Costs; or

(B) by the Generator to the CfD Counterparty where there are QCiL Net Capital Savings,

irrespective of whether or not the relevant Qualifying Change in Law occurs, is implemented or becomes effective before, on or after the Start Date.

34.10 For the purposes of Condition 34.9, each QCiL Capex Payment shall, subject to Condition 34.17, be an amount (expressed in pounds) calculated in accordance with:

(A) Condition 34.11 or 34.12 (as applicable) if the QCiL Capex Payment is to be paid as a lump sum;

(B) Condition 34.13 if the QCiL Capex Payment is to be paid by means of staged payments; or

(C) Condition 34.14 or 34.15 (as applicable) if the QCiL Capex Payment is to be paid by means of daily payments.

34.11 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) on or prior to the twelfth (12th) anniversary of the Start Date; and (ii) Condition 34.10(A) applies, the QCiL Capex Payment shall be calculated in accordance with the following formula:

$$\text{QCiL Capex Payment} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

34.12 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the twelfth (12th) anniversary of the Start Date; and (ii) Condition 34.10(A) applies, the QCiL Capex Payment shall be calculated in accordance with the following formula:

$$\text{QCiL Capex Payment} = \frac{L - X}{L - N} \times \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

34.13 If Condition 34.10(B) applies:

(A) the QCiL Capex Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Generator would have received had the QCiL Capex Payment been effected as a lump sum payment in accordance with Condition 34.11 or 34.12 (as applicable) or as daily payments in accordance with Condition 34.14 or 34.15 (as applicable); and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Specified Expiry Date.

34.14 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) on or prior to

the twelfth (12th) anniversary of the Start Date; and (ii) Condition 34.10(C) applies, the QCiL Capex Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{QCiL Capex Payment} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_S)^{i-1}} \times \frac{R_d}{1 - \frac{1}{(1+R_d)^{365(L-X)}}} \times \frac{CPI_t}{CPI_q}$$

34.15 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the twelfth (12th) anniversary of the Start Date; and (ii) Condition 34.10(C) applies, the QCiL Capex Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{QCiL Capex Payment} = \frac{L-X}{L-N} \times \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_S)^{i-1}} \times \frac{R_d}{1 - \frac{1}{(1+R_d)^{365(L-X)}}} \times \frac{CPI_t}{CPI_q}$$

34.16 For the purposes of the formulae in Conditions 34.11, 34.12, 34.14 and 34.15:

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the last day of the Term falls and ending on the last day of the Term;

$C_i$ are the QCiL Capital Costs in period (i), expressed in pounds in real terms as at the QCiL Compensation Date;

$S_i$ are the QCiL Capital Savings in period (i) expressed in pounds in real terms as at the QCiL Compensation Date;

$R_S$ is the Post-Tax Real Discount Rate;

*L* is the period between: (a) the Start Date; and (b) the Specified Expiry Date, in years, and expressed as an integer;

*X* is the number of days that have passed or will have passed from and including the Start Date to the QCiL Compensation Date divided by 365 (or, if such number would be a negative number, 0);

$N$ is twelve (12);

$R_d$ is the Daily Discount Rate;

$CPI_t$ denotes the CPI applicable during Billing Period (t); and

$CPI_q$ denotes the CPI applicable at the QCiL Compensation Date.

34.17 If a Qualifying Change in Law gives rise to or results in both: (i) QCiL Capital Costs or QCiL Capital Savings; and (ii) an Adjusted Output Period, then:

(A) subject to Condition 34.17(B), such QCiL Capital Costs or QCiL Capital Savings shall be used for the purposes of calculating the QCiL Capex Payment in accordance with Conditions 34.9, 34.10 and 34.16 and Condition 34.11, 34.12, 34.13, 34.14 or 34.15 (as applicable); and

(B) if and to the extent that any QCiL Capital Savings are (or are reasonably likely to be) made or received solely in connection with, and during, the Adjusted Output Period, then such QCiL Capital Savings shall be excluded from the calculation of the QCiL Capex Payment in accordance with Conditions 34.9, 34.10, 34.16 and 34.17(A), and Condition 34.11, 34.12, 34.13, 34.14 or 34.15 (as applicable), and such QCiL Capital Savings shall instead be taken into account in the calculation of the QCiL Adjusted Revenues Payment in accordance with Conditions 34.18, 34.19 and 34.23 and Condition 34.20, 34.21 or 34.22 (as applicable).

***QCiL Adjusted Revenues Payment***

34.18 Any and all QCiL Adjusted Revenues Payments shall be effected, at the election of the CfD Counterparty (after consultation with the Generator), as a lump sum payment, staged payments or daily payments which shall be payable:

(A) by the CfD Counterparty to the Generator if the amount calculated under the relevant formula is positive; or

(B) by the Generator to the CfD Counterparty if the amount calculated under the relevant formula is negative,

irrespective of whether or not the relevant Qualifying Change in Law occurs, is implemented or becomes effective before, on or after the Start Date.

34.19 For the purposes of Condition 34.18, each QCiL Adjusted Revenues Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) Condition 34.20 if the QCiL Adjusted Revenues Payment is to be paid as a lump sum;

(B) Condition 34.21 if the QCiL Adjusted Revenues Payment is to be paid by means of staged payments; or

(C) Condition 34.22 if the QCiL Adjusted Revenues Payment is to be paid by means of daily payments.

34.20 If Condition 34.19(A) applies, the QCiL Adjusted Revenues Payment shall be calculated in accordance with the following formula:

$$\text{QCiL Adjusted Revenues Payment} = SP \times \left( \sum_{i=1}^{n} \frac{M_{1,i}}{(1+R_S)^{i-1}} - \sum_{i=1}^{n} \frac{M_{2,i}}{(1+R_S)^{i-1}} \right) + \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_s)^{i-1}}$$

34.21 If Condition 34.19(B) applies:

(A) the QCiL Adjusted Revenues Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Generator would have received had the QCiL Adjusted Revenues Payment been effected as a lump sum payment in accordance with Condition 34.20 or as daily payments in accordance with Condition 34.22; and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Specified Expiry Date.

34.22 If Condition 34.19(C) applies, the QCiL Adjusted Revenues Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{QCiL Adjusted Revenues Payment} = ARP \times \frac{R_d}{1 - \left( 1 \Big/ (1+R_d)^N \right)} \times \frac{CPI_t}{CPI_q}$$

34.23 For the purposes of the formulae in Conditions 34.20 and 34.22:

*SP* is the Strike Price applicable immediately prior to the QCiL Compensation Date (for this purpose, after any Strike Price Adjustment made pursuant to Condition 34.4(A) (if relevant));

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the last day of the Adjusted Output Period falls and ending on the last day of the Adjusted Output Period;

$M_{1,i}$ is the Estimated Facility Generation in period (i) had the Qualifying Change in Law not been implemented, occurred or become effective;

$M_{2,i}$ is the Estimated Facility Generation in period (i) taking into account the Qualifying Change in Law having been implemented, having occurred or having become effective;

$C_i$ are all QCiL Operating Costs incurred in period (i) (but only those QCiL Operating Costs referred to in Condition 34.8(B)), expressed in pounds in real terms as at the QCiL Compensation Date;

$S_i$ are all QCiL Operating Savings and QCiL Capital Savings made or realised in period (i) (but only those QCiL Operating Savings referred to in Condition 34.8(B) and those QCiL Capital Savings referred to in Condition 34.17(B)), expressed in pounds in real terms as at the QCiL Compensation Date;

$R_s$ is the Post-Tax Real Discount Rate;

*ARP* is the QCiL Adjusted Revenues Payment (lump sum), as calculated in accordance with Condition 34.20;

$R_d$ is the Daily Discount Rate;

*N* is the duration, in days, of the Adjusted Output Period;

$CPI_t$ denotes the CPI applicable during Billing Period (t); and

$CPI_q$ denotes the CPI applicable at the QCiL Compensation Date.

***QCiL Construction Event Payment***

34.24 Any QCiL Construction Event Payment shall be effected as a lump sum payment or staged payments and shall be payable to the Generator by the CfD Counterparty.

34.25 For the purposes of Condition 34.24, the QCiL Construction Event Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) Condition 34.26 if the QCiL Construction Event Payment is to be paid as a lump sum; or

(B) Condition 34.27 if the QCiL Construction Event Payment is to be paid by means of staged payments.

34.26 If Condition 34.25(A) applies, the QCiL Construction Event Payment shall be calculated in accordance with the following formula:

$$\text{QCiL Construction Payment} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-m}}$$

where:

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first ($1^{st}$) period (i = 1) covers the period from the date the first QCiL Construction Event Cost was incurred to 31 December in that year;
- the second ($2^{nd}$) to the (n-1)th periods ($2 \leq i < n$) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the final QCiL Construction Event Cost was incurred and ending on the last day of that year;

$C_i$ are all QCiL Construction Event Costs in period (i), expressed in pounds in real terms as at the QCiL Compensation Date;

$S_i$ are all QCiL Construction Event Savings in period (i), expressed in pounds in real terms as at the QCiL Compensation Date;

$R_s$ is the Post-Tax Real Discount Rate; and

*M* is a whole number integer that defines the calendar year period within which the QCiL Compensation Date falls, defined as the number of years since the date the first QCiL Construction Event Cost was incurred in relation to the QCiL Construction Event, rounded up to the nearest integer.

34.27 If Condition 34.25(B) applies:

(A) the QCiL Construction Event Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Generator would have received had the QCiL Construction Event Payment been effected as a lump sum payment in accordance with Condition 34.26; and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Specified Expiry Date.

***QCiL Operations Cessation Event Payment***

34.28 Any QCiL Operations Cessation Event Payment shall be effected as a lump sum payment or staged payments and shall be payable to the Generator by the CfD Counterparty.

34.29 For the purposes of Condition 34.28, the QCiL Operations Cessation Event Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) Condition 34.30 if the QCiL Operations Cessation Event Payment is to be paid as a lump sum; or

(B) Condition 34.31 if the QCiL Operations Cessation Event Payment is to be paid by means of staged payments.

34.30 If Condition 34.29(A) applies, the QCiL Operations Cessation Event Payment shall be calculated in accordance with the following formula:

$$\text{QCiL Operations Cessation Payment} = SP \times \text{Effective Projected Generation} + \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

where:

*SP* is the Strike Price applicable immediately prior to the QCiL Compensation Date;

*i* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the Specified Expiry Date falls and ending on the Specified Expiry Date.

$C_i$ are all QCiL Operations Cessation Event Costs (where relevant, assessed by reference to the Estimated Facility Generation) in period (i), expressed in pounds in real terms as at the QCiL Compensation Date;

$S_i$ are all QCiL Operations Cessation Event Savings (where relevant, assessed by reference to the Estimated Facility Generation) in period (i), expressed in pounds in real terms as at the QCiL Compensation Date; and

$R_s$ is the Post-Tax Real Discount Rate.

34.31 If Condition 34.29(B) applies:

(A) the QCiL Operations Cessation Event Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Generator would have received had the QCiL Operations Cessation Event Payment been effected as a lump sum payment in accordance with Condition 34.30; and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Specified Expiry Date.

***Additional calculations: Effective Projected Generation and Estimated Facility Generation***

34.32 If any formula in this Condition 34 (*Qualifying Change in Law: Compensation*) requires the Effective Projected Generation to be calculated, the "**Effective Projected Generation**" shall be an amount (expressed in MWh) calculated in accordance with the following formula:

$$\text{Effective Projected Generation} = \sum_{i=1}^{n} \frac{Generation_i}{(1+R_S)^{i-1}}$$

where:

| | |
|---|---|
| *I* | is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:<br>• the first (1st) period (i = 1) covers the period from (if the QCiL Effective Date is on or after the Start Date) the QCiL Effective Date or (if the QCiL Effective Date is before the Start Date) the later of (i) the first (1st) day of the Target Commissioning Window and (ii) the date on which the Required Installed Capacity is expected to be Commissioned, to 31 December in that year;<br>• the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and<br>• the nth period (i = n) is the period starting on 01 January in the year in which the Specified Expiry Date falls and ending on the Specified Expiry Date; |
| $Generation_i$ | is the Estimated Facility Generation in period (i); and |
| $R_s$ | is the Post-Tax Real Discount Rate. |

34.33 The "**Estimated Facility Generation**" shall be an amount (expressed in MWh) which is the product of:

(A) the Estimated Capacity Amount;

(B) the number of hours in period *i*;

(C) the Assumed RQM if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(D) the CHP Qualifying Multiplier if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(E) the Assumed Load Factor;

(F) (one (1) minus the Initial TLM(D) Charge); and

(G) the Assumed ACT Efficiency Multiplier where the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1).

34.34 The "**Estimated Capacity Amount**" means:

(A) for the purposes of either: (i) determining the value of $Generation_i$ in the formula in Condition 34.32; or (ii) determining the value of $_{M1,I}$ in the formula in Condition 34.23 or otherwise for determining the Estimated Facility Generation on the basis of the relevant Notified Change in Law not having been implemented, having occurred or having become effective, the capacity of the Facility (expressed in MW) in period *i* on the basis of an assumption that the Notified Change in Law is not implemented, does not occur and does not become effective, such capacity to be no more than:

(i) the Installed Capacity Estimate, if the Notified Change in Law is implemented, occurs or becomes effective prior to the Start Date; or

(ii) the lesser of: (a) the Maximum Contract Capacity; and (b) the Installed Capacity which has been Commissioned, if the Notified Change in Law is implemented, occurs or becomes effective on or after the Start Date or in the case of a Qualifying Shutdown Event,

in each case adjusted to take account of any prior Qualifying Changes in Law; or

(B) for the purposes of determining the value of $M_{2,i}$ in the formula in Condition 34.23 or otherwise for determining the Estimated Facility Generation on the basis of the relevant Notified Change in Law having been implemented, having occurred or having become effective, the capacity (or reasonably anticipated capacity) of the Facility (expressed in MW) in period *i*.

***Additional calculations: Daily Discount Rate***

34.35 If any formula in this Condition 34 (*Qualifying Change in Law: Compensation*) requires a Daily Discount Rate to be calculated, such rate shall be calculated in accordance with the following formula:

$$\text{Daily Discount Rate} = \left(1 + R_S\right)^{\frac{1}{365}} - 1$$

where:

$R_S$ is the Post-Tax Real Discount Rate.

**35. QUALIFYING CHANGE IN LAW: EFFECTIVE DATE AND PAYMENT**

35.1 Any and all QCiL Compensation in respect of a Notified Change in Law (or, in the case of paragraph (D) below, in respect of a Qualifying Shutdown Event) shall be calculated as at and be effective from:

(A) (if the QCiL Compensation takes the form of a QCiL Opex Payment or a QCiL Capex Payment) the earlier of: (i) the QCiL Effective Date; and (ii) the date on which the Generator (acting in accordance with a Reasonable and Prudent Standard) first incurs QCiL Operating Costs or QCiL Capital Costs, or makes or realises QCiL Operating Savings or QCiL Capital Savings, in anticipation of such Notified Change in Law being implemented, occurring or becoming effective;

(B) (if the QCiL Compensation takes the form of a QCiL Adjusted Revenues Payment) the first (1st) day of the relevant Adjusted Output Period;

(C) (if the QCiL Compensation takes the form of a QCiL Construction Event Payment) the date of the QCiL Construction Event; or

(D) (if the QCiL Compensation takes the form of a QCiL Operations Cessation Event Payment) the date of the QCiL Operations Cessation Event,

(the "**QCiL Compensation Date**").

35.2 Subject to Condition 35.3:

(A) any and all QCiL Compensation effected as a lump sum payment shall be paid by the CfD Counterparty or the Generator (as applicable) no later than ten (10) Business Days after the later of:

(i) the QCiL Compensation Date; and

(ii) the date on which the amount of the QCiL Compensation is agreed or determined;

(B) any and all QCiL Opex Payments effected as a Strike Price Adjustment shall be reflected in the calculation of the Difference, the Difference Amounts and the Aggregate Difference Amount in the Billing Statements for each Billing Period on and with effect from the QCiL Compensation Date (or, if necessary, reflected as a Reconciliation Amount in respect of each relevant Billing Period); and

(C) any and all QCiL Compensation effected as daily or staged payments shall commence no later than ten (10) Business Days after the later of:

(i) the QCiL Compensation Date; and

(ii) the date on which the amount of the QCiL Compensation is agreed or determined,

and, in either case, the final payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Specified Expiry Date, in accordance with Condition 34.13(B), 34.21(B), 34.27(B) or 34.31(B) (as appropriate),

provided that, in each case, if the amount of any QCiL Compensation is agreed or determined after the QCiL Compensation Date, such QCiL Compensation shall be reflected as a Reconciliation Amount (pursuant to Condition 22.5(H)) in respect of the

Billing Statements for each Billing Period on and with effect from the QCiL Compensation Date.

35.3 No QCiL Compensation shall be payable if and for so long as the CfD Counterparty withholds or suspends payment pursuant to:

(A) Conditions 30.2(A), 3.35, 31.11, 31.17 or 32.17;

(B) paragraph 3.4 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (provided this paragraph (B) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement); or

(C) paragraph 5.4 of Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (provided this paragraph (C) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement).

35.4 All QCiL Compensation shall be made by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Generator pursuant to Condition 27.1(A) or the CfD Counterparty pursuant to Condition 27.1(B) (as relevant).

## 36. QUALIFYING CHANGE IN LAW: TRUE-UP

### *CfD Counterparty QCiL True-Up Notice*

36.1 If any QCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Qualifying Change in Law or a Qualifying Shutdown Event, the CfD Counterparty may, subject to Condition 36.2, give the Generator a notice (a "**CfD Counterparty QCiL True-Up Notice**"), requiring the Generator to confirm:

(A) the impact of the relevant Qualifying Change in Law having occurred, having being implemented or having become effective or, as the case may be, the Qualifying Shutdown Event having occurred (including all out-of-pocket costs (including QCiL Tax Liabilities) which have been incurred in respect of the Project by the Generator, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been made or received in respect of the Project by the Generator and revenue decreases or increases which were incurred, received or made by the Generator, and which arose directly from the relevant Qualifying Change in Law being implemented, occurring or becoming effective or, as the case may be, the Qualifying Shutdown Event having occurred, and the duration of any Adjusted Output Period affecting the Facility);

(B) that no amount has been recovered (or is entitled to be recovered) by the Generator pursuant to Conditions 64.5 and 64.7 or, if any amount has been so recovered, confirmation of such amount; and

(C) such other matters which were pertinent to the calculation of the QCiL Compensation (including the steps that the Generator has taken to comply with Condition 64.3 and the Reasonable and Prudent Standard), (the information referred to or specified in paragraphs (A) to (C) above being "**QCiL True-Up Information**").

36.2 No CfD Counterparty QCiL True-Up Notice shall be given in respect of a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be, within one (1) calendar year of the relevant QCiL Compensation Date.

**Generator QCiL True-Up Response Notice**

36.3 If the CfD Counterparty gives a CfD Counterparty QCiL True-Up Notice to the Generator, the Generator shall, as soon as reasonably practicable and in any event no later than forty (40) Business Days after receipt of such CfD Counterparty QCiL True-Up Notice, give a notice to the CfD Counterparty (a "**Generator QCiL True-Up Response Notice**"). A Generator QCiL True-Up Response Notice shall:

(A) contain the QCiL True-Up Information; and

(B) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the QCiL True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being the "**QCiL True-Up Response Information**").

36.4 A Generator QCiL True-Up Response Notice shall be accompanied by a Directors' Certificate in relation to the QCiL True-Up Response Information.

36.5 If the Generator becomes aware before QCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this Condition 36 (*Qualifying Change in Law: True-up*) that the QCiL True-Up Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 36.4), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator QCiL True-Up Response Information**"), together with a Directors' Certificate in relation to the Revised Generator QCiL True-Up Response Information.

36.6 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator QCiL True-Up Response Notice or any Revised Generator QCiL True-Up Response Information, require the Generator to provide such Supporting Information in relation to that Generator QCiL True-Up Response Notice or, as the case may be, the Revised Generator QCiL True-Up Response Information (a

"**Generator QCiL True-Up Response Notice Information Request**") as the CfD Counterparty reasonably requests.

36.7 If the CfD Counterparty gives a Generator QCiL True-Up Response Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Generator QCiL True-Up Notice***

36.8 If any QCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Qualifying Change in Law, the Generator may, subject to Condition 36.13, give the CfD Counterparty a notice (a "**Generator QCiL True-Up Notice**"). A Generator QCiL True-Up Notice shall:

(A) contain the QCiL True-Up Information; and

(B) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the QCiL True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being "**QCiL True-Up Supporting Information**").

36.9 A Generator QCiL True-Up Notice shall be accompanied by a Directors' Certificate in relation to the QCiL True-Up Supporting Information.

36.10 If the Generator becomes aware before QCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this Condition 36 (*Qualifying Change in Law: True-up*), that the QCiL True-Up Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 36.9), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator QCiL True-Up Information**"), together with a Directors' Certificate in relation to the Revised Generator QCiL True-Up Information.

36.11 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator QCiL True-Up Notice or any Revised Generator QCiL True-Up Information, require the Generator to provide such Supporting Information in relation to that Generator QCiL True-Up Notice or, as the case may be, the Revised Generator QCiL True-Up Information (a "**Generator QCiL True-Up Notice Information Request**") as the CfD Counterparty reasonably requests.

36.12 If the CfD Counterparty gives a Generator QCiL True-Up Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such

longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

36.13 No Generator QCiL True-Up Notice shall be given in respect of a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be, within one (1) calendar year of the relevant QCiL Compensation Date.

36.14 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Generator QCiL True-Up Notice unless and until the Generator shall have provided the CfD Counterparty with all the QCiL True-Up Information, and the Directors' Certificate in respect of such Generator QCiL True-Up Notice.

***Agreement between the Parties in respect of a true-up***

36.15 The Parties shall meet to discuss and, in good faith, seek to agree:

(A) the QCiL True-Up Information;

(B) any such other matters which the Parties consider pertinent to the calculation of the QCiL True-Up Compensation (if any);

(C) the QCiL True-Up Compensation (if any) that shall be payable by the CfD Counterparty or the Generator (as the case may be); and

(D) the manner in which such QCiL True-Up Compensation (if any) shall be paid by the CfD Counterparty or the Generator (as the case may be), provided that:

(i) where the QCiL True-Up Compensation relates to an QCiL Strike Price Adjustment, the QCiL True-Up Compensation shall be effected by way of a QCiL True-Up Strike Price Adjustment; and

(ii) where the QCiL True-Up Compensation does not relate to an QCiL Strike Price Adjustment, the QCiL True-Up Compensation shall be paid in the same manner as the QCiL Compensation agreed in respect of that Qualifying Change in Law, unless the Parties expressly agree otherwise.

Such meeting shall be convened: (i) as soon as reasonably practicable, and in any event no later than twenty (20) Business Days, after the CfD Counterparty receives a QCiL True-Up Response Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator QCiL True-Up Response Notice Information Request, no later than twenty (20) Business Days after the CfD Counterparty receives the requested Supporting Information); or (ii) if the Generator gives the CfD Counterparty a Generator QCiL True-Up Notice and the associated Directors' Certificate, at such date as is determined by the CfD Counterparty in its sole and absolute discretion.

36.16 Any and all QCiL True-Up Compensation is to be calculated and paid in accordance with and subject to Conditions 34 (*Qualifying Change in Law: Compensation*), 35 (*Qualifying Change in Law: Effective date and payment*) and 38 (*Changes in Law: General provisions*) (in each case with the necessary modifications).

***Disputes in respect of a true-up***

36.17 If the Generator and the CfD Counterparty are not able to agree any of the matters in Condition 36.15, either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

36.18 Until the Dispute has been resolved by agreement between the Generator and the CfD Counterparty or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no QCiL True-Up Compensation payable.

## 37. QUALIFYING SHUTDOWN EVENT: PROCEDURE

37.1 If a Qualifying Shutdown Event has occurred, the Generator may give notice to that effect to the CfD Counterparty (a "**QSE Notice**"). A QSE Notice shall:

(A) include reasonable details of the Qualifying Shutdown Event;

(B) specify the date on which the Qualifying Shutdown Event occurred;

(C) specify the Generator's good faith estimate of the QCiL Operations Cessation Event Costs and the QCiL Operations Cessation Event Savings;

(D) include such Supporting Information, in reasonable detail, which the Generator considers to be relevant and supportive of the foregoing; and

(E) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard.

37.2 Any QSE Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the QSE Notice.

37.3 A QSE Notice shall be deemed to constitute a Generator QCiL Notice and the provisions of Conditions 33 (*Qualifying Change in Law: Procedure*) to 36 (*Qualifying Change in Law: True-up*) (inclusive) shall apply (with the necessary modifications) for the purposes of:

(A) agreeing or determining whether a Qualifying Shutdown Event has occurred;

(B) (if a Qualifying Shutdown Event has occurred) agreeing or determining the amount of QCiL Compensation resulting from the occurrence of such Qualifying Shutdown Event (on the basis that a Qualifying Shutdown Event constitutes a QCiL Operation Cessation Event) and the terms and conditions upon which such QCiL Compensation will be paid or effected; and

(C) agreeing or determining any and all other related matters pertinent to the foregoing.

## 38. CHANGES IN LAW: GENERAL PROVISIONS

***Indemnity***

38.1 The Generator shall, promptly on demand from time to time, indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the CfD Counterparty and which would not have been incurred but for a Generator QCiL Notice (including any QSE Notice) having been given. This Condition 38.1 shall not apply in respect of any such costs resulting from the CfD Counterparty having disputed that a Qualifying Change in Law or Qualifying Shutdown Event has occurred if a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure.

***Excluded Change in Law***

38.2 There shall be no amendment to the Contract for Difference, adjustment to the Strike Price or other compensation in respect of or on account of any Excluded Change in Law other than pursuant to the Change Control Procedure.

***Interaction with Sustainability Change in Law***

38.3 Conditions 38.4 to 38.6 shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

38.4 Not more than one (1) claim shall lie or be brought for and in respect of any matter or circumstance that gives rise to compensation under the provisions of this Part 8 (*Changes in Law*) and under the provisions of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

38.5 If a Change in Law occurs, is implemented or becomes effective (or is shortly to be implemented, occur or become effective) and the terms of such Change in Law apply to (or apply to a term or provision referred to in) any of the Sustainability Provisions, then:

(A) the Generator may not make any claim under the provisions of this Part 8 (*Changes in Law*) in respect of such Change in Law; and

(B) no compensation shall be payable by the CfD Counterparty to the Generator in respect of such Change in Law pursuant to the provisions of Part 8 (*Changes in Law*), including in circumstances in which the CfD Counterparty and the Generator agree, or it is resolved or determined pursuant to the Dispute Resolution Procedure, that:

(i) such Change in Law does not constitute a Sustainability Change in Law by virtue of paragraph (i)(a) or (i)(b)of the definition of Sustainability Change in Law;

(ii) the Generator does not have a valid claim under Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*; or

(iii) no or less than full compensation is payable by the CfD Counterparty under Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*.

38.6 Conditions 38.4 and 38.5 shall apply, with the necessary modifications, to claims made by, and to the compensation (if any) payable to, the Generator pursuant to paragraph (B) of the definition of Sustainability Change in Law in circumstances in which an SC Amendment is, or is to be, effected.

***Interaction with Generation Tax***

38.7 Not more than one (1) claim shall lie or be brought for and in respect of any matter or circumstance that gives rise to compensation under the provisions of this Part 8 (*Changes in Law*) and under the provisions of Part 9 (*Generation Tax*).

38.8 If the Generator makes a claim under this Part 8 (*Changes in Law*), then:

(A) the Generator may not make any claim under the provisions of Part 9 (*Generation Tax*) in respect of the same matter or circumstance; and

(B) no compensation shall be payable by the CfD Counterparty to the Generator in respect of such matter or circumstance pursuant to the provisions of Part 9 (*Generation Tax*), including in circumstances in which the CfD Counterparty and the Generator agree, or it is resolved or determined pursuant to the Dispute Resolution Procedure, that:

(i) such matter or circumstance does not constitute a Qualifying Change in Law;

(ii) the Generator does not have a valid claim under this Part 8 (*Changes in Law*); or

(iii) no or less than full compensation is payable by the CfD Counterparty under this Part 8 (*Changes in Law*).

***Interaction with other parts of Whole Facility***

38.9 For the avoidance of doubt, for the purpose of calculating QCiL Compensation, all out-of-pocket costs and all savings that relate to the Related Facility shall be excluded from the definition of QCiL Costs and QCiL Savings respectively.

38.10 In calculating QCiL Costs and QCiL Savings, the out-of-pocket costs and savings that in each case relate to any Shared Asset, which would, subject to this Condition 38.10, be within the defined terms QCiL Costs or QCiL Savings (as the case may be) shall not be included in QCiL Costs or QCiL Savings (as the case may be) to the extent they are fairly and reasonably attributable to the Related Facility taking into account (subject to Condition 38.11):

(A) what proportion of the Estimated Facility Generation of the Whole Facility is formed by the Estimated Facility Generation of the Facility; and

(B) what proportion of the Estimated Facility Generation of each of the Facility and the Related Facility the Shared Asset supports or benefits.

38.11 For the purposes of Condition 38.10:

(A) "**Estimated Facility Generation**" means that term as defined in Condition 34.33:

(i) with any necessary modifications; and

(ii) determined on the basis of the relevant Notified Change in Law having been implemented, having occurred or having become effective; and

(B) in relation to the Related Facility, Estimated Facility Generation shall be determined:

(i) by reference to the Related Facility Capacity or, if the Notified Change in Law occurs or becomes effective prior to commissioning of eighty-five per cent. (85%) or more of the Estimated Related Facility Capacity, the Estimated Related Facility Capacity;

(ii) using as the "Assumed Load Factor":

(a) for Related Facility CfD Assets, the Assumed Load Factor as that term is defined in the FiT Contract for Difference related to those Related Facility CfD Assets (a "**Related Contract for Difference"**);

(b) for Merchant Capacity Assets, a value equal to the average (weighted by capacity) of the Assumed Load Factor in the Contract for Difference and as that term is defined in each Related Contract for Difference.

## 39. CHANGE IN APPLICABLE LAW: PROCEDURE

***Requirement to undertake a CiAL Review***

39.1 The CfD Counterparty shall conduct a CiAL Review if:

(A) it determines that:

(i) any Change in Applicable Law: (i) has been implemented, has occurred or has become effective; or (ii) is expected to be implemented, to occur or to become effective; and

(ii) as a result of such Change in Applicable Law being implemented, occurring or becoming effective one (1) or more of the Required CiL Amendment Objectives will cease to be met; or

(B) the CiAL Request Criterion is met,

(each, a “CiAL Review Trigger”).

39.2 If the Generator considers that:

(A) any Change in Applicable Law: (i) has been implemented, has occurred or has become effective; or (ii) is expected to be implemented, to occur or to become effective; and

(B) as a result of such Change in Applicable Law being implemented, occurring or becoming effective one (1) or more of the Required CiL Amendment Objectives will cease to be met,

the Generator may give a notice to the CfD Counterparty requesting the CfD Counterparty to undertake a CiAL Review (a "**CiAL Request Notice**"). A CiAL Request Notice:

(i) shall specify why, and the date on which, the Generator considers that a Change in Applicable Law: (a) has been implemented, has occurred or has become effective; or (b) is expected to be implemented, occur or become effective;

(ii) shall specify why the Generator considers that the Change in Applicable Law results or will result in one (1) or more of the Required CiL Amendment Objectives ceasing to be met; and

(iii) may set out the Generator's opinion of the Required CiL Amendment(s),

together with such Supporting Information, in reasonable detail, which the Generator considers to be relevant to and supportive of the foregoing.

39.3 For the purposes of Condition 39.1(B), the "**CiAL Request Criterion**" is that thirty per cent. (30%) or more of all CfD Generators as at the date of the CiAL Request Notice, by volume or number, have given the CfD Counterparty a CiAL Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the CiAL Request Criterion is met, the CfD Counterparty shall calculate:

(A) the number of CfD Generators which have given a CiAL Request Notice as a percentage of the total number of CfD Generators as at the date of the CiAL Request Notice; and

(B) the volume attributable to FiT Contracts for Difference to which CfD Generators which have given a CiAL Request Notice are party as a percentage of the total volume attributable to FiT Contracts for Difference (and, for this purpose, "volume" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant FiT Contract for Difference).

***Validity of CiAL Request Notices***

39.4 The Generator acknowledges and agrees that all CiAL Request Notices shall be invalid and of no effect if the CiAL Request Criterion is not met.

39.5 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the CiAL Request Criterion has been met (a "**CiAL Request Validity Notice**").

***Notification of CiAL Review***

39.6 If the CfD Counterparty is required or elects to undertake a CiAL Review pursuant to Condition 39.1, the CfD Counterparty shall give a notice to the Generator (a "**CiAL Review Notice**"). A CiAL Review Notice shall specify:

(A) the CiAL Review Trigger which has occurred; and

(B) a deadline by which the Generator must provide a CiAL Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the CiAL Review Notice is received by the Generator (the "**CiAL Review Response Deadline**").

39.7 The Generator shall, as soon as reasonably practicable and not later than the CiAL Review Response Deadline, give a notice to the CfD Counterparty (the "**CiAL Review Response Notice**"). A CiAL Review Response Notice:

(A) shall include all of the Supporting Information which the Generator wishes the CfD Counterparty to take account of in undertaking the CiAL Review; and

(B) may set out the Generator's opinion of the Required CiL Amendment(s).

39.8 The CfD Counterparty may disregard any CiAL Review Response Notice received after the CiAL Review Response Deadline.

***Notification of outcome of CiAL Review***

39.9 The CfD Counterparty shall give a notice to the Generator of the outcome of a CiAL Review (a "**CiAL Review Outcome Notice**") as soon as reasonably practicable following the conclusion of a CiAL Review. A CiAL Review Outcome Notice shall:

(A) set out the outcome of the CiAL Review and, if applicable, the Required CiL Amendments; and

(B) specify the date from which such Required CiL Amendments are to take effect.

**40. CHANGE IN APPLICABLE LAW: DISPUTE PROCESS**

***Procedure for raising a Dispute***

40.1 The Generator may, no later than twenty (20) Business Days after receipt of a CiAL Review Outcome Notice, give a notice to the CfD Counterparty that it wishes to raise a Dispute in relation to the outcome of such CiAL Review (a "**CiAL Dispute**", such notice a "**CiAL Dispute Notice**" and any such Generator, a "**CiAL Dispute Generator**"). Each CiAL Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 57.3(A) to 57.3(H) (inclusive).

***Validity of CiAL Dispute Notices***

40.2 The Generator acknowledges and agrees that all CiAL Dispute Notices shall be invalid and of no effect if the CiAL Dispute Threshold Criterion in respect of the relevant CiAL Dispute is not met.

40.3 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the CiAL Dispute Threshold Criterion has been met (irrespective of whether or not the Generator is a CiAL Dispute Generator) (a "CiAL Dispute Validity Notice"). A CiAL Dispute Validity Notice shall:

(A) include a proposal as to the identity, and terms of reference, of an Expert to determine the CiAL Dispute (the "**Proposed CiAL Expert**") and details of the relevant expertise that the CfD Counterparty considers qualifies him to determine such CiAL Dispute (being a person fulfilling the requirements of Condition 59.2 and having no conflict of interest which prevents him from determining the CiAL Dispute);

(B) comply with the requirements of an Expert Determination Notice as specified in Condition 59.1; and

(C) comply with the requirements of a Consolidation Notice as specified in Condition 61.2.

***Permitted bases of Dispute: CiAL Review***

40.4 The Generator acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any CiAL Review if there is a manifest error or fraud in any determination by the CfD Counterparty as to:

(A) the outcome of the CiAL Review; or

(B) the Required CiL Amendments,

in each case contained within the CiAL Review Outcome Notice, and any CiAL Dispute Notice which is based upon grounds other than those specified in this Condition 40.4 shall be invalid and of no effect.

***Resolution of valid CiAL Disputes***

40.5 If:

(A) the CiAL Dispute Threshold Criterion is met in respect of the relevant CiAL Dispute; and

(B) the relevant CiAL Dispute complies with Condition 40.4,

then such CiAL Dispute shall be finally resolved in accordance with Condition 40.6.

40.6 If Condition 40.5 applies to any CiAL Dispute:

(A) Condition 58 (*Resolution by Senior Representatives*) shall not apply to such CiAL Dispute;

(B) no agreement between the Generator and the CfD Counterparty to settle the relevant CiAL Dispute shall be valid and binding unless such resolution is agreed with all CfD Generators;

(C) the Arbitration Procedure shall not apply to such CiAL Dispute;

(D) the Generator agrees not to raise any objection to the consolidation of such CiAL Dispute in accordance with Condition 61 (*Consolidation of Connected Disputes*);

(E) the Expert Determination Procedure shall apply to such CiAL Dispute on the basis that:

(i) (if the Expert Appointment Threshold is met) the CfD Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 59.1 and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed CiAL Expert;

(ii) (if the Expert Appointment Threshold is not met) the CfD Counterparty may, within ten (10) Business Days, either:

(a) make an alternative proposal as to the identity and the terms of reference of an Expert to determine the CiAL Dispute; or

(b) (1) request the LCIA to nominate an Expert for the purposes of determining the CiAL Dispute in accordance with Condition 59.4; and (2) following such nomination by the LCIA, the CfD Counterparty shall make an alternative proposal as to the terms of reference of such Expert to determine CiAL Dispute,

in each case, Conditions 40.3(A) and 40.6(E)(i), and this Condition 40.6(E)(ii), shall apply to such proposed Expert as if he were a Proposed CiAL Expert. The identity and the terms of reference of the Proposed CiAL Expert shall be determined by the CfD Counterparty in its sole and absolute discretion (after having regard to any submissions presented by any CfD Generator) and any such determination shall be final and binding on the parties, provided that the terms of reference shall be sufficiently broad to enable the Expert to determine the Proposed CiAL Dispute;

(iii) if the CfD Counterparty and the CfD Generators fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the parties agreeing the identity and terms of reference of an Expert in accordance with Condition 40.6(E)(i) or 40.6(E)(ii), as applicable, such matter shall be determined by the CfD Counterparty in its sole and absolute discretion (after having regard to any submissions presented by any CfD Generator) and any such determination shall be final and binding on the

parties, provided that the terms of appointment shall comply with the requirements of Condition 40.6(E)(iv);

(iv) Condition 59.5 shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:

(a) the Generator to the Expert in consequence of, or in respect of, his appointment as the Expert to any other CfD Generator; or

(b) the CfD Counterparty to the Expert in consequence of, or in respect of, his appointment as the Expert to any CfD Generator other than the Generator;

(v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the CiAL Dispute, to afford the Generator an opportunity to make submissions in respect of the CiAL Dispute irrespective of whether or not the Generator is a CiAL Dispute Generator;

(vi) if the circumstances described in Condition 59.8 arise, Conditions 40.3(A), 40.6(E)(i) and 40.6(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;

(vii) for the purposes of Condition 59.11, the Expert shall be: (a) required to include in his determination provision for the allocation of his fees and the costs and expenses of the CfD Counterparty among each of the CiAL Dispute Generators in such manner as he, in his absolute discretion, determines is fair and equitable if he makes a determination against the CiAL Dispute Generators; and (b) permitted to allocate his fees and the costs and expenses of the CfD Counterparty in such manner as he determines is fair and equitable if he makes a determination in favour of the CiAL Dispute Generators; and

(viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all FiT Contracts for Difference; and

(F) the Generator acknowledges and agrees that the determination of the Expert in any CiAL Dispute shall be applied to all FiT Contracts for Difference, irrespective of whether the Generator was a party to the CiAL Dispute giving rise to that determination.

***Expert Appointment Threshold***

40.7 For the purposes of Conditions 40.6(E)(i) and 40.6(E)(ii), the "**Expert Appointment Threshold**" is that thirty per cent. (30%) or more of CfD Generators, by volume or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed CiAL Expert. For the purposes of determining whether the Expert Appointment Threshold is met, the CfD Counterparty shall calculate:

(A) the number of CfD Generators which have consented or have been deemed to have consented to the Proposed CiAL Expert as a percentage of the total number of CfD Generators; and

(B) the volume attributable to FiT Contracts for Difference to which CfD Generators which have consented or have been deemed to have consented to the Proposed CiAL Expert are party as a percentage of the total volume attributable to FiT Contracts for Difference (and, for this purpose, "volume" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each FiT Contract for Difference).

***Provisions applying pending resolution of a CiAL Dispute***

40.8 If there is a valid CiAL Dispute requiring resolution in accordance with the provisions of Conditions 40.5 and 40.6 then, pending resolution of such CiAL Dispute, there shall be no amendments or supplements to the Contract for Difference as a result of the Change in Applicable Law.

**CiAL Dispute Threshold Criterion**

40.9 For the purposes of this Condition 40 (*Change in Applicable Law: Dispute process*), the "**CiAL Dispute Threshold Criterion**" is that thirty per cent. (30%) or more of CfD Generators, by volume or number, have given the CfD Counterparty a CiAL Dispute Notice in respect of any given CiAL Dispute prior to the date specified in Condition 40.1. For the purposes of determining whether the CiAL Dispute Threshold Criterion is met, the CfD Counterparty shall calculate:

(A) the number of CfD Generators which have given a CiAL Dispute Notice as a percentage of the total number of CfD Generators; and

(B) the volume attributable to FiT Contracts for Difference to which CfD Generators which have given a CiAL Dispute Notice are party as a percentage of the total volume attributable to FiT Contracts for Difference (and, for this purpose, "volume" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each FiT Contract for Difference).

**41. CHANGE IN APPLICABLE LAW: GENERAL PROVISIONS**

41.1 The occurrence of a Change in Applicable Law that has the result of one (1) or more of the Required CiL Amendment Objectives ceasing to be met shall not:

(A) constitute Force Majeure or a Payment Disruption Event for the purposes of the Contract for Difference; or

(B) provide either Party the right to suspend or terminate its obligations under the Contract for Difference,

provided that paragraph (A) above shall not preclude a Change in Law from constituting Force Majeure.

41.2 Subject to the provisions of Conditions 39 (*Change in Applicable Law: Procedure*), 40 (*Change in Applicable Law: Dispute process*) and this Condition 41 (*Change in Applicable Law: General provisions*), the Parties shall be relieved from liability, and deemed not to be in breach of the Contract for Difference (or any other CfD Document) for any failure or delay in the performance under the Contract for Difference (or any other CfD Document) if and to the extent such failure or delay is directly attributable to the occurrence and continuation of a Change in Applicable Law, provided that nothing in Conditions 39 (*Change in Applicable Law: Procedure*), 40 (*Change in Applicable Law: Dispute process*) and this Condition 41 (*Change in Applicable Law: General provisions*) shall relieve either Party from any obligation to pay any sum due and payable to the other Party pursuant to the Contract for Difference (or any other CfD Document) (whether pursuant to an obligation to pay, an indemnity, a costs reimbursement provision or otherwise).

41.3 Any costs and expenses, or risks, arising from a Change in Applicable Law which are not of a type provided for in the Contract for Difference are not intended by the provisions of Conditions 39 (*Change in Applicable Law: Procedure*), 40 (*Change in Applicable Law: Dispute process*) and this Condition 41 (*Change in Applicable Law: General provisions*) to be allocated to one (1) Party; and any such costs and expenses, or risks, shall be borne by the affected Party.

# Part 9
# Generation Tax

## 42. GENERATION TAX: PROCEDURE

***Generator GT Notice***

42.1 If the Generator considers that: (i) a Generation Tax Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, to occur or to become effective); and (ii) will or, as the case may be, is likely to give rise to a Generation Tax Liability, it may give a notice to the CfD Counterparty (a "**Generator GT Notice**"). A Generator GT Notice shall:

(A) include reasonable details of the relevant Generation Tax Change in Law;

(B) specify the applicable Generation Tax Effective Date or the expected Generation Tax Effective Date;

(C) specify:

(i) why the Generator considers that the relevant Generation Tax Change in Law will or is likely to give rise to a Generation Tax Liability; and

(ii) the amount of the Generation Tax Liability (or the Generator's good faith estimate of such amount); and

(D) include such Supporting Information, in reasonable detail, which the Generator considers to be relevant and supportive of the foregoing.

42.2 Any Generator GT Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Generator GT Notice.

42.3 If the Generator becomes aware before a GT Strike Price Adjustment, series of payments or single lump sum payment is, or as the case may be are, agreed or determined, or paid, commenced or effected, pursuant to Condition 43 (*Generation Tax: Compensation*) that the information contained in, or enclosed with, the Generator GT Notice is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 42.2), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator GT Information**"), together with a Directors' Certificate in relation to the Revised Generator GT Information.

42.4 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator GT Notice or any Revised Generator GT Information, require the Generator to provide such Supporting Information in relation to that Generator

GT Notice or, as the case may be, the Revised Generator GT Information (a "**Generator GT Notice Information Request**") as the CfD Counterparty reasonably requests.

42.5 If the CfD Counterparty gives a Generator GT Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

42.6 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Generator GT Notice unless and until the Generator shall have provided the CfD Counterparty with all of the Supporting Information, and the Directors' Certificate, in respect of such Generator GT Notice.

***Agreement between the Parties as to Generation Tax Preliminary Matters***

42.7 As soon as reasonably practicable, and in any event no later than fifteen (15) Business Days, after the CfD Counterparty has received a Generator GT Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator GT Notice Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information), the Parties shall meet to discuss and, in good faith, seek to agree.

(A) whether a Generation Tax Change in Law has been implemented, has occurred or has become effective (or is shortly to be implemented, to occur or to become effective); and

(B) (if a Generation Tax Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, to occur or to become effective)) the applicable Generation Tax Effective Date or expected Generation Tax Effective Date;

(the "**Generation Tax Preliminary Matters**").

***Disputes in relation to Generation Tax Preliminary Matters***

42.8 If the Generator and the CfD Counterparty are not able to agree the Generation Tax Preliminary Matters (including Supporting Information), either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

42.9 Until the Generator and the CfD Counterparty agree the Generation Tax Preliminary Matters or the Dispute is determined in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no appointment of any Energy Consultant.

***CfD Counterparty GT Notice***

42.10 If the CfD Counterparty considers that a Generation Tax Change in Law has been implemented, occurred or become effective, it may give a notice to the Generator (a "**CfD Counterparty GT Notice**"). A CfD Counterparty GT Notice shall:

(A) include reasonable details of the relevant Generation Tax Change in Law; and

(B) specify the applicable Generation Tax Effective Date or expected Generation Tax Effective Date.

***Appointment of Energy Consultant***

42.11 If:

(A) the CfD Counterparty gives a CfD Counterparty GT Notice to the Generator;

(B) the CfD Counterparty and the Generator agree the Generation Tax Preliminary Matters; or

(C) any Dispute with respect to the Generation Tax Preliminary Matters is resolved or determined as provided in Condition 42.8 and, further to such resolution or determination, it is resolved or determined that a Generation Tax Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, to occur or to become effective) and that the Generation Tax Effective Date has occurred or, as the case may be, will occur (the "**GT Dispute Determination**"),

the CfD Counterparty shall:

(i) in the case of paragraph (A) above, no later than ninety (90) days after the later of: (a) the date on which the Generator receives the relevant CfD Counterparty GT Notice from the CfD Counterparty; and (b) the relevant Generation Tax Effective Date; and

(ii) in the case of paragraph (B) or (C) above, no later than ninety (90) days after the later of: (a) the date on which the CfD Counterparty and the Generator agree the Generation Tax Preliminary Matters or, as the case may be, the GT Dispute Determination is made; and (b) the relevant Generation Tax Effective Date,

in each case, at its own cost and expense, appoint an Energy Consultant and instruct the Energy Consultant in accordance with this Condition 42.11 to prepare the Generation Tax Reports, provided that the CfD Counterparty shall not be required to appoint or instruct an Energy Consultant under this Condition 42.11 if the CfD Counterparty has already appointed and instructed (or proposes shortly to, and does in fact, appoint and instruct) an Energy Consultant to prepare generation tax reports in respect of the relevant Generation Tax Change in Law pursuant to the terms of another FiT Contract for Difference, and provided further that in relation to any particular Generation Technology the CfD Counterparty shall not be required to appoint or instruct an Energy Consultant

under this Condition 42.11 or pursuant to the terms of another FiT Contract for Difference in the circumstances set out in Condition 44.1.

42.12 The Energy Consultant shall be instructed to determine:

(A) in respect of a Preliminary Generation Tax Report:

(i) the change(s) or estimated change(s) (if any) to each FiT Market Reference Price, expressed in £/MWh or in or by such other manner, method or formulation as the Energy Consultant shall see fit, for each relevant period by reason and to the extent of electricity generators who are not party to FiT Contracts for Difference passing through all or some of the Generation Tax Liability incurred by them (and, for this purpose, references to the Generator in the definition of "Generation Tax Liability" shall be construed as being references to those other electricity generators) to the wholesale price for electricity that is referable to the FiT Market Reference Prices;

(ii) the consequential change(s) (if any) for each such period that will need to be made to the Strike Prices used in FiT Contracts for Difference for each particular Generation Technology and/or electricity generation project, as the Energy Consultant considers appropriate, to reflect the change(s) to each FiT Market Reference Price referred to in Condition 42.12(A)(i); and

(iii) if applicable, the date with effect from which each such consequential change is to be made, which may be on, before or after the Generation Tax Effective Date; and

(B) in respect of a Final Generation Tax Report, the change(s) or estimated change(s) (if any) to any of the determinations made by the Energy Consultant in the relevant Preliminary Generation Tax Report.

42.13 The Energy Consultant shall be instructed not to disclose commercially confidential information to market participants.

42.14 For the purposes of making its determination under Condition 42.12, the Energy Consultant shall be instructed to take into account the following:

(A) the FiT Market Reference Prices before and after the Generation Tax Change in Law (including such forward pricing of the relevant FiT Market Reference Prices as the Energy Consultant shall consider relevant and appropriate);

(B) any such changes in the FiT Market Reference Prices that are due to any increase or decrease in the operating costs, expenses or revenues of electricity generators selling into the markets from which the FiT Market Reference Prices are derived which has been passed into those prices but which is not referable to the Generation Tax Change in Law, including:

(i) the cost of fuel and other consumables;

(ii) the carbon price floor on non-oil fossil fuels introduced by amendment of Schedule 6 to the Finance Act 2000 by the Finance Act 2013 (or any successor to such carbon price floor);

(iii) any other Tax; and

(iv) labour costs, insurance costs, business rates, transmission and balancing services charges, exchange rate changes, costs of capital and inflation;

(C) any change in the dispatch regime of generating facilities before and after the Generation Tax Change in Law;

(D) any price controls, revenue restrictions, constraints or other limitations imposed by Law or a Competent Authority on electricity generators intended to prevent or limit the pass through to the market price for electricity of the cost to generators of any Generation Tax Change in Law; and

(E) such other fact-based evidence as the Energy Consultant in its professional judgement, opinion and experience shall determine to be relevant,

and otherwise use its professional judgement, discretion and experience in making its determination under Condition 42.12.

42.15 For the purposes of making a determination under Condition 42.12, the Energy Consultant shall be entitled to:

(A) request the Parties to provide such Supporting Information in relation to the relevant Generation Tax Report (a "**Generation Tax Information Request**") as the Energy Consultant reasonably requires, and, if the Energy Consultant delivers a Generation Tax Information Request to one (1) or more Parties, the Parties shall, not later than ten (10) Business Days, or such longer period as is specified by the Energy Consultant, after receipt of the request, prepare and deliver such Supporting Information to the Energy Consultant; and

(B) take into account:

(i) any Supporting Information provided by one (1) or more Parties in accordance with Condition 42.15(A); and

(ii) any financial modelling, data or other submissions provided by any interested party (including any Government Entity, UK Competent Authority, the CfD Settlement Services Provider or either Party),

and the Parties consent to copies of any Generator GT Notice or CfD Counterparty GT Notice or any Arbitral Tribunal resolution or Expert determination referred to in Condition 42.8 being made available to the Energy Consultant.

42.16 The Energy Consultant shall be entitled to seek the views or procure the services of any third party expert or market participant it determines necessary or desirable in order to establish any inputs relevant to its determination under Condition 42.12.

42.17 The determination of the Energy Consultant as to the matters set out in Condition 42.12 shall be final and binding on the Parties in the absence of manifest error or fraud.

***Generation Tax Reports***

42.18 The terms of appointment of the Energy Consultant shall require it to produce:

(A) a Preliminary Generation Tax Report as soon as reasonably practicable and in any event no later than one hundred and eighty (180) days after the date of instruction of the Energy Consultant by the CfD Counterparty; and

(B) a Final Generation Tax Report as soon as reasonably practicable and in any event no later than three hundred and sixty-five (365) days after the date on which the final Preliminary Generation Tax Report is delivered to the CfD Counterparty.

42.19 Each Generation Tax Report shall be a document comprising at least:

(A) a summary of the report's contents;

(B) the following statements:

(i) confirmation that the Energy Consultant is not an affiliate of either Party or any other CfD Generator;

(ii) confirmation that the Energy Consultant has acted in the capacity of an independent professional in preparing the Generation Tax Report; and

(iii) any reasons that the Energy Consultant wishes to give for considering that it is independent of both Parties and any other CfD Generator;

(C) the determination of the Energy Consultant:

(i) in relation to the Preliminary Generation Tax Report, as to those matters set out in Condition 42.12(A); and

(ii) in relation to the Final Generation Tax Report, as to those matters set out in Condition 42.12(B);

(D) a section setting out:

(i) in relation to the Preliminary Generation Tax Report, any assumptions made by the Energy Consultant in making its determination in respect of that report which the Energy Consultant intends to revisit in the Final Generation Tax Report; and

(ii) in relation to the Final Generation Tax Report, any revisions made by the Energy Consultant to the assumptions (if any) referred to in Condition 42.19(D)(i);

(E) a section setting out the professional rules or standards which apply to the Energy Consultant (or to the key personnel who have prepared the Generation Tax Report);

(F) a section setting out the curriculum vitae of the key personnel who have prepared the Generation Tax Report and/or any other details of the Energy Consultant's qualifications and experience which it wishes to provide; and

(G) a statement of the limits of liability of the Energy Consultant with respect to the Generation Tax Report.

42.20 The Energy Consultant shall be required to deliver each Generation Tax Report to the CfD Counterparty and consent to them being disclosed to all CfD Generators. The CfD Counterparty shall send the Generator a copy of each Final Generation Tax Report (redacted as necessary to protect Information which, in the opinion of the CfD Counterparty (acting reasonably), is commercially confidential to the CfD Counterparty or a CfD Generator) as soon as reasonably practicable after receipt.

## 43. GENERATION TAX: COMPENSATION

***Strike Price Adjustment***

43.1 Subject to Condition 43.2, as soon as reasonably practicable following receipt by the CfD Counterparty of the relevant Generation Tax Report (which shall include any similar report of an Energy Consultant prepared under any other FiT Contract for Difference), there shall be a consequential Strike Price Adjustment (a "**GT Strike Price Adjustment**"). Any such GT Strike Price Adjustment shall:

(A) take effect from the date(s) and for the duration specified in such Generation Tax Report and shall be reflected in the calculation of the Difference, the Difference Amounts and the Aggregate Difference Amount in the Billing Statements for each relevant Billing Period (or, if necessary, shall be reflected as a Reconciliation Amount in respect of each relevant Billing Period); and

(B) be effected subject to, and in accordance with the principles set out in, Conditions 43.3 to 43.11 (inclusive) and after making allowance for any compensation already paid, commenced or effected as a result of any delay in making such adjustment.

43.2 The CfD Counterparty may elect (after consultation with the Generator) to effect any compensation payable pursuant to this Part 9 (*Generation Tax*) as either a lump sum payment or staged payments instead of by way of a GT Strike Price Adjustment, in either case: (i) on a date or dates to be agreed by the Parties; and (ii) on the basis that such compensation shall be equivalent to the amount that would otherwise have been paid if it had been effected as a GT Strike Price Adjustment.

***Compensation on account of Generation Tax Liability***

43.3 The Generator's entitlement to compensation on account of Generation Tax Liability in respect of any period shall be subject to the Generator having given the CfD Counterparty

a notice confirming that in respect of the relevant period it has incurred and/or paid a Generation Tax Liability as a result of the relevant Generation Tax Change in Law and stating the actual amount of such Generation Tax Liability (a "**Generator GT Claim Notice**").

43.4 The Generator shall give the CfD Counterparty a Generator GT Claim Notice:

(A) where a Generation Tax first comes into effect, no earlier than twelve (12) months and no later than twenty-four (24) months after the Generation Tax Effective Date; and

(B) thereafter, no less frequently than once in each subsequent period of twelve (12) months.

43.5 If, for whatever reason, the Generator:

(A) does not give a Generator GT Claim Notice (complying with the requirements specified in Condition 43.6) to the CfD Counterparty in respect of any twelve (12) month period by or within the time prescribed therefor in Condition 43.4 (or the associated Directors' Certificate in accordance with Condition 43.7); or

(B) does not provide Supporting Information requested by the CfD Counterparty in respect of that period in a Generator GT Claim Notice Information Request in accordance with Condition 43.9,

the Generator shall not be entitled to compensation under this Part 9 (*Generation Tax*) in respect of that period.

43.6 Each Generator GT Claim Notice shall:

(A) set out:

(i) the Generation Tax Liability the Generator has incurred and/or paid (if any), and the computation thereof, in respect of the relevant period;

(ii) the Generation Tax Liability of the Generator in respect of the relevant period that has otherwise been made good without cost to the Generator (if any); and

(iii) the Fully Adjusted Metered Output in respect of each Settlement Unit in respect of the relevant period,

together with such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the above (including any tax returns or amended tax returns submitted to, and any material correspondence in relation thereto with, HM Revenue & Customs, redacted as necessary to protect Information which, in the opinion of the Generator (acting reasonably), is commercially confidential to the Generator and which does not relate to the Generation Tax Liability of the Generator in respect of the relevant period);

(B) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with the obligation to mitigate under Condition 64.3 and the Reasonable and Prudent Standard; and

(C) include each element of, and each computation contained or referred to in, such notice and all Supporting Information referred to in Conditions 43.6(A) and 43.6(B).

43.7 Any Generator GT Claim Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Generator GT Claim Notice.

43.8 If the Generator becomes aware before a GT Strike Price Adjustment, series of payments or single lump sum payment is, or as the case may be are, made or commenced pursuant to this Condition 43 (*Generation Tax: Compensation*) that the information contained in, or enclosed with, the Generator GT Claim Notice is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 43.7), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator GT Claim Information**"), together with a Directors' Certificate in relation to the Revised Generator GT Claim Information.

43.9 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator GT Claim Notice or any Revised Generator GT Claim Information, require the Generator to provide such Supporting Information in relation to that Generator GT Claim Notice or, as the case may be, the Revised Generator GT Claim Information (a "**Generator GT Claim Notice Information Request**") as the CfD Counterparty reasonably requests.

43.10 If the CfD Counterparty gives a Generator GT Claim Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

43.11 The maximum amount of compensation payable to the Generator on account of Generation Tax Liability in respect of any period shall be the lesser of:

(A) the amount that is the product of the Fully Adjusted Metered Output in respect of each Settlement Unit in the relevant period and the amount of the GT Strike Price Adjustment for such period; and

(B) the Generation Tax Liability of the Generator in respect of the relevant period, as reduced by an amount equal to:

(i) the Generation Tax Liability in respect of such period that has otherwise been made good without cost to the Generator; and

(ii) the Generation Tax Liability in respect of such period that would not have arisen or would have been reduced or eliminated but for a failure by the Generator to comply with any of its obligations under the Contract for Difference or any other CfD Document (including under Condition 64.3).

## 44. GENERATION TAX: GENERAL PROVISIONS

***Reversal of GT Strike Price Adjustment***

44.1 If a GT Strike Price Adjustment has been effected and thereafter the Generation Tax in respect of which the adjustment was made is terminated, repealed or withdrawn, then:

(A) the Strike Price will automatically be adjusted to the amount that it would have been but for that earlier adjustment, but without prejudice to the right of the Generator to retain compensation for any period prior to such termination, repeal or withdrawal in accordance with Condition 43.1; and

(B) if such Generation Tax is terminated, repealed or withdrawn with retrospective effect:

(i) the Strike Price will be automatically adjusted to take account of any relevant amount of compensation paid to the Generator which would not have been paid but for the provisions of this Part 9 (*Generation Tax*) and as to which the Generator has recovered that Generation Tax by reason of such termination, repeal or withdrawal (and, if necessary, reflected as a Reconciliation Amount in respect of each relevant Billing Period); or

(ii) if compensation under this Part 9 (*Generation Tax*) has been paid to the Generator by way of a lump sum payment or staged payments instead of by way of a GT Strike Price Adjustment, the Generator shall be automatically required to repay such amounts to the CfD Counterparty as soon as reasonably practicable upon the Generator recovering the Generation Tax by reason of such termination, repeal or withdrawal.

44.2 The adjustment in Condition 44.1 will occur without the need for a Generator GT Notice, a CfD Counterparty GT Notice or the appointment of an Energy Consultant.

***Interaction with Change in Law***

44.3 Not more than one (1) claim shall lie or be brought for and in respect of any matter or circumstance that gives rise to compensation under the provisions of this Part 9 (*Generation Tax*) and under the provisions of Part 8 (*Changes in Law*).

44.4 If the Generator makes a claim under this Part 9 (*Generation Tax*), then:

(A) the Generator may not make any claim under the provisions of Part 8 (*Changes in Law*) in respect of the same matter or circumstance; and

(B) no compensation shall be payable by the CfD Counterparty to the Generator in respect of such matter or circumstance pursuant to the provisions of Part 8 (*Changes in Law*), including in circumstances in which the CfD Counterparty and

the Generator agree, or it is resolved or determined pursuant to the Dispute Resolution Procedure, that:

(i) such matter or circumstance does not constitute a Generation Tax Change in Law;

(ii) the Generator does not have a valid claim under this Part 9 (*Generation Tax*); or

(iii) no or less than full compensation is payable by the CfD Counterparty under this Part 9 (*Generation Tax*).

# Part 10
# TLM(D)

## 45. APPLICATION

This Part 10 (*TLM(D)*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

## 46. NOT USED.

## 47. TLM(D) CHARGES

***TLM(D) Charges Reports***

47.1 Once each calendar year (a "**TLM(D) Charges Report Year**"), the CfD Counterparty shall provide the Generator with a written report (a "**TLM(D) Charges Report**"). Each TLM(D) Charges Report shall:

(A) be prepared in the Strike Price Adjustment Calculation Period in the relevant TLM(D) Charges Report Year;

(B) take no account of any inaccuracy in any previous TLM(D) Charges Report;

(C) set out, in respect of the period from 01 January in the calendar year immediately preceding the relevant TLM(D) Charges Report Year to 31 December in such calendar year (the "**TLM(D) Charges Review Period**"), the Annual TLM(D) Charge in that period, sourced from publicly available data published by a BSC Company (the "**Actual TLM(D) Charge**");

(D) set out the Initial TLM(D) Charge in respect of the TLM(D) Charges Review Period;

(E) set out the difference (expressed as a decimal) between: (i) the Actual TLM(D) Charge; and (ii) the Initial TLM(D) Charge in respect of the TLM(D) Charges Review Period, such difference being converted into an amount (expressed in £/MWh) (the "**TLM(D) Charges Difference**") calculated in accordance with the following formula:

$$TCD = SP_{IB} \times \left(\frac{TLM_A - TLM_I}{1 - TLM_A}\right)$$

where:

*TCD* is the TLM(D) Charges Difference;

$SP_{IB}$ is the Indexed Base Year Strike Price, but for this purpose, references to CPIt in the definition of Inflation Factor shall be to the CPI for January in the TLM(D) Charges Report Year, save where the CPI for January is not published by the first (1st) day of the Summer Season in such TLM(D) Charges Report Year, in which case CPIt shall be the Reference CPI;

*TLMA* is the Actual TLM(D) Charge (expressed as an absolute decimal) in respect of the TLM(D) Charges Review Period; and

*TLMI* is the Initial TLM(D) Charge (expressed as a decimal) in respect of the TLM(D) Charges Review Period; and

(F) set out the Strike Price Adjustment namely the TLM(D) Strike Price Adjustment that will apply with effect from the relevant Indexation Anniversary to give effect to the TLM(D) Charges Difference calculated in the relevant Strike Price Adjustment Calculation Period, where such Strike Price Adjustment shall be an amount equal to the difference between:

(i) the TLM(D) Charges Difference calculated in respect of that Indexation Anniversary; and

(ii) any TLM(D) Charges Difference calculated in respect of the immediately preceding Indexation Anniversary.

***TLM(D) Strike Price Adjustment***

47.2 The Strike Price Adjustment, as set out in the relevant TLM(D) Charges Report, shall apply on and from the relevant Indexation Anniversary (the "**TLM(D) Strike Price Adjustment**").

# Part 11
# Curtailment

## 48. QUALIFYING CPC EVENT: PROCEDURE

***Preliminary Annual QCPC Report***

48.1 If, in respect of any Contract Year, the Generator reasonably considers that a Qualifying CPC Event has occurred, it may (and shall, if so requested in writing by the CfD Counterparty) provide the CfD Counterparty with a written report in respect of the relevant Contract Year no later than the date falling three (3) months after the end of such Contract Year (each, a "**Preliminary Annual QCPC Report**").

48.2 A Preliminary Annual QCPC Report shall:

(A) be prepared using the most up to date data available to the Generator at the time of its preparation;

(B) set out in respect of the relevant Contract Year, and each and every Qualifying CPC Event in such Contract Year, in reasonable detail:

(i) the circumstances which have given rise to the relevant Qualifying CPC Event and which limbs of the definition of Qualifying Curtailment or Qualifying Partial Curtailment (as relevant) have been satisfied;

(ii) when the Generator considers that the relevant Qualifying CPC Event occurred;

(iii) why the Generator considers that the relevant Qualifying CPC Event occurred; and

(iv) the output (expressed in MWh) from the Facility which has been foregone by reason of such Qualifying CPC Event;

(C) set out in respect of the relevant Contract Year, and each and every Qualifying Curtailment in such Contract Year, a detailed cost analysis in respect of the relevant Qualifying Curtailment including:

(i) the amount of Defined Curtailment Compensation;

(ii) the amount of Curtailment Compensation;

(iii) the amount of Curtailment Compensation Shortfall or Curtailment Compensation Excess, as the case may be; and

(iv) if in respect of such Contract Year and all such Qualifying Curtailments in such Contract Year:

(a) the aggregate Curtailment Compensation Shortfall exceeds the sum of the aggregate Curtailment Compensation Excess and any compensation received or receivable by the Generator or its

nominee as referred to in paragraph (E), the amount of the difference; or

(b) the aggregate Curtailment Compensation Excess exceeds the aggregate Curtailment Compensation Shortfall, the amount of the difference,

but in each case without prejudice to the manner in which the payment is to be made as determined in accordance with Conditions 49.1 to 49.2;

(D) set out in respect of the relevant Contract Year, and each and every Qualifying Partial Curtailment in such Contract Year, a detailed cost analysis in respect of the relevant Qualifying Partial Curtailment including:

(i) the amount of the Defined Partial Curtailment Compensation;

(ii) the amount of Partial Curtailment Compensation;

(iii) the amount of the Partial Curtailment Compensation Shortfall or the Partial Curtailment Compensation Excess, as the case may be; and

(iv) if in respect of such Contract Year and all such Qualifying Partial Curtailments in such Contract Year:

(a) the aggregate Partial Curtailment Compensation Shortfall exceeds the sum of the aggregate Partial Curtailment Compensation Excess and any compensation received or receivable by the Generator or its nominee as referred to in paragraph (E) below, the amount of the difference; or

(b) the aggregate Partial Curtailment Compensation Excess exceeds the aggregate Partial Curtailment Compensation Shortfall, the amount of the difference,

but in each case without prejudice to the manner in which the payment is to be made as determined in accordance with Conditions 49.1 and 49.2;

(E) set out in reasonable detail any other compensation which the Generator (or its nominee) has received or to which it is entitled pursuant to the Contract for Difference or otherwise in respect of the same events or circumstances so that any risk of double compensation is removed when determining the amount payable by the CfD Counterparty under this Part 11 (*Curtailment*); and

(F) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the foregoing.

48.3 Any Preliminary Annual QCPC Report shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Preliminary Annual QCPC Report.

48.4 If the Generator becomes aware before a series of payments or a lump sum payment are, or as the case may be is, commenced or made in respect of a Contract Year pursuant to Condition 49 (*Qualifying CPC Event: Compensation*) that the information contained in, or enclosed with, the relevant Preliminary Annual QCPC Report is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 48.3), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Annual QCPC Information**"), together with a Directors' Certificate in relation to the Revised Annual QCPC Information.

48.5 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Preliminary Annual QCPC Report or any Revised Annual QCPC Information, require the Generator to provide such Supporting Information in relation to that Preliminary Annual QCPC Report or, as the case may be, the Revised Annual QCPC Information (a "**Generator QCPC Information Request**") as the CfD Counterparty reasonably requests.

48.6 If the CfD Counterparty gives a Generator QCPC Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

48.7 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Preliminary Annual QCPC Report unless and until the Generator shall have provided the CfD Counterparty with all of the Supporting Information, and the Directors' Certificate, in respect of such Preliminary Annual QCPC Report.

***Agreement between the Parties as to Preliminary Annual QCPC Report***

48.8 As soon as reasonably practicable, and in any event no later than fifteen (15) Business Days, after the CfD Counterparty has received a Preliminary Annual QCPC Report and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator QCPC Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information), the Parties shall meet to discuss and, in good faith, seek to agree the Preliminary Annual QCPC Report.

48.9 If, for whatever reason, the Generator:

(A) does not provide the CfD Counterparty with a Preliminary Annual QCPC Report (complying with the requirements specified in Condition 48.2) in respect of any Contract Year by or with the time prescribed therefor in Condition 48.1 (or the associated Directors' Certificate in accordance with Condition 48.3); or

(B) does not provide Supporting Information requested by the CfD Counterparty in respect of that Contract Year in a Generator QCPC Information Request in accordance with Condition 48.5,

the Generator shall not be entitled to compensation under this Part 11 (*Curtailment*) in respect of a CPC Compensation Shortfall (if any) as it relates to that Contract Year.

***Disputes in relation to a Preliminary Annual QCPC Report***

48.10 If the Generator and the CfD Counterparty are not able to agree the Preliminary Annual QCPC Report, either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

48.11 Until the Generator and the CfD Counterparty agree the Preliminary Annual QCPC Report or the Dispute is determined in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no Annual QCPC Report in respect of the relevant Contract Year.

***Qualifying CPC Events generally***

48.12 If a Preliminary Annual QCPC Report is submitted in relation to a Qualifying CPC Event in respect of a Contract Year, the submission of a subsequent report for a subsequent Contract Year in relation to the same change in the Law is not precluded provided that the other conditions which are necessary for the event or circumstance to constitute a Qualifying CPC Event are met for that subsequent Contract Year.

***Annual QCPC Report***

48.13 Upon:

(A) the CfD Counterparty and the Generator agreeing a Preliminary Annual QCPC Report (and any amendments to that Preliminary Annual QCPC Report being made in accordance with that agreement); or

(B) any Dispute with respect to a Preliminary Annual QCPC Report being resolved or determined in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, (and any amendments to that Preliminary Annual QCPC Report being made in accordance with that resolution or determination),

the Preliminary Annual QCPC Report (once delivered and as amended, if applicable) shall become the "**Annual QCPC Report**" in respect of the relevant Contract Year.

**49. QUALIFYING CPC EVENT: COMPENSATION**

***Qualifying CPC Event adjustment***

49.1 If, in respect of any Contract Year in which there is a Qualifying CPC Event:

(A) the aggregate Curtailment Compensation Shortfall exceeds the sum of the aggregate Curtailment Compensation Excess and any compensation received or receivable by the Generator or its nominee as referred to in Condition 48.2(E), the CfD Counterparty shall make payment(s) to the Generator;

(B) the aggregate Curtailment Compensation Excess exceeds the aggregate Curtailment Compensation Shortfall, the Generator shall make payment(s) to the CfD Counterparty;

(C) the aggregate Partial Curtailment Compensation Shortfall exceeds the sum of the aggregate Partial Curtailment Compensation Excess and any compensation received or receivable by the Generator or its nominee as referred to in Condition 48.2(E), the CfD Counterparty shall make payment(s) to the Generator; or

(D) the aggregate Partial Curtailment Compensation Excess exceeds the aggregate Partial Curtailment Compensation Shortfall, the Generator shall make payment(s) to the CfD Counterparty,

in each case in an aggregate amount equal to the difference as set out in or determined in accordance with the Annual QCPC Report for such Contract Year.

49.2 Any payments under Condition 49.1 may be aggregated or netted and shall be effected, at the election of the CfD Counterparty (after consultation with the Generator), as either a lump sum payment or staged payments which shall be payable on, or as the case may be, from:

(A) in respect of each Qualifying CPC Event and the first (1st) Annual QCPC Report in respect thereof, the date on which the relevant Preliminary Annual QCPC Report becomes the Annual QCPC Report (the "**Curtailment Compensation Anniversary**"); and

(B) thereafter in respect of such Qualifying CPC Event and for each relevant Contract Year, the immediately succeeding Curtailment Compensation Anniversary for such Contract Year.

## 50. CURTAILMENT: GENERAL PROVISIONS

***Interaction with Change in Law***

50.1 This Part 11 (*Curtailment*) shall apply to the exclusion of Part 8 (*Changes in Law*) in respect of any matter that concerns Curtailment or Partial Curtailment of the Facility or compensation payable by or to the CfD Counterparty in respect of any such event or circumstance.

50.2 Without prejudice to the generality of Condition 50.1, if any matter would fall to be covered by this Part 11 (*Curtailment*) but for an exclusion, threshold, cap or other limitation set out or referred to in this Part 11 (*Curtailment*) (including in any definitions contained in Part 1 (*Introduction*) which are used in this Part 11 (*Curtailment*)) and it would also be, but for

this Condition 50.2, a Qualifying Change in Law, such matter shall not fall within Part 8 (*Changes in Law*).

***Costs***

50.3 The Generator shall, promptly on demand from time to time, indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the CfD Counterparty which would not have been incurred but for a Preliminary Annual QCPC Report.

# Part 12
# Termination

## 51. TERMINATION

***Pre-Start Date termination***

51.1 If:

(A) (i) the Generator fails to deliver the Milestone Requirement Notice by the Milestone Delivery Date; or (ii) (subject to Condition 51.3) neither Milestone Requirement has been complied with and fulfilled by the Milestone Delivery Date;

(B) at any time prior to the Start Date, any Directors' Certificate provided pursuant to Condition 4.2 is not true, complete or accurate in any material respect or is misleading as at the date thereof;

(C) at any time prior to the Start Date, a Termination Event occurs and is continuing;

(D) any of the Initial Conditions Precedent are not fulfilled by the Generator or waived by the CfD Counterparty within twenty (20) Business Days of the Agreement Date;

(E) (subject to Condition 51.4) any of the Operational Conditions Precedent are not fulfilled by the Generator or waived by the CfD Counterparty by the Longstop Date; or

(F) the Facility Generation Technology is Offshore Wind (excluding Floating Offshore Wind and Other Deepwater Offshore Wind) and at any time prior to the Start Date, any of the following circumstances apply:

(i) a Relevant Applicable Planning Consent has been refused and no Relevant Court Proceedings have been commenced in respect of such refusal within the Judicial Window;

(ii) a Relevant Applicable Planning Consent, having been granted, has been quashed in response to an application for Relevant Court Proceedings or appeal and no appeal in respect of such quashing has commenced within the applicable time limit; or

(iii) a Relevant Applicable Planning Consent has been refused or (having been granted) has been quashed and (notwithstanding that neither (i) nor or (ii) apply):

(a) the refusal or quashing (as the case may be) still applies; and

(b) all rights of submitting or pursuing an application for Relevant Court Proceedings or appeal in respect of such refusal or quashing (as the case may be) have been exhausted,

then the CfD Counterparty shall have the right, but not the obligation, to give notice to the Generator terminating the Contract for Difference (a "**Pre-Start Date Termination Notice**"). A Pre-Start Date Termination Notice shall specify:

(1) the date (on or following the date of the Pre-Start Date Termination Notice) on which termination of the Contract for Difference is designated by the CfD Counterparty to take effect (the date so designated being a "**Pre-Start Date Termination Date**"); and

(2) in the case of termination pursuant to Condition 51.1(C), the Termination Event which has occurred.

51.2 If the CfD Counterparty gives a Pre-Start Date Termination Notice, the Contract for Difference shall terminate on the Pre-Start Date Termination Date even if (as the context requires):

(A) a Milestone Requirement has been complied with and fulfilled prior to such date;

(B) the Termination Event is no longer continuing as at such date; or

(C) the Conditions Precedent remaining to be fulfilled when the Pre-Start Date Termination Notice was given have been fulfilled.

51.3 The CfD Counterparty shall not exercise its right to terminate the Contract for Difference pursuant to Condition 51.1(A) in circumstances in which the Generator has provided a Milestone Requirement Notice no later than the Milestone Delivery Date unless and until:

(A) the CfD Counterparty has given the Generator a Milestone Assessment Response Notice specifying that it requires Requested Milestone Supporting Information to be provided to it by the Generator; and

(B) either:

(i) the Generator fails to provide to the CfD Counterparty the Requested Milestone Supporting Information within the period specified in Condition 4.4(C)(i); or

(ii) (a) the Requested Milestone Supporting Information is provided to the CfD Counterparty within the period specified in Condition 4.4(C)(i); and (b) the CfD Counterparty has given the Generator a Further Milestone Assessment Response Notice specifying that the CfD Counterparty does not consider a Milestone Requirement to have been complied with and fulfilled.

51.4 The CfD Counterparty shall not exercise its right to terminate the Contract for Difference pursuant to Condition 51.1(E) in circumstances in which the Generator has provided an Operational CP Notice no later than the Longstop Date unless and until:

(A) the CfD Counterparty has given the Generator a CP Response Notice specifying that it requires Operational CP Supporting Information to be provided to it by the Generator; and

(B) either:

(i) the Generator fails to provide to the CfD Counterparty the Operational CP Supporting Information within the period specified in Condition 3.11(C)(i); or

(ii) (a) the requested Operational CP Supporting Information is provided to the CfD Counterparty within the period specified in Condition 3.11(C)(i); and (b) the CfD Counterparty has given the Generator a Further CP Response Notice specifying that the CfD Counterparty does not consider the Operational Condition Precedent to have been fulfilled.

51.5 Not used.

***Default termination***

51.6 If, at any time on or after the Start Date, a Termination Event has occurred and is continuing, the CfD Counterparty shall have the right, but not the obligation, to give notice to the Generator terminating the Contract for Difference (a "**Default Termination Notice**"). A Default Termination Notice shall specify:

(A) the date (on or following the date of the Default Termination Notice) on which termination of the Contract for Difference is designated by the CfD Counterparty to take effect (the date so designated being a "**Designated Termination Date**"); and

(B) the Termination Event which has occurred.

51.7 If the CfD Counterparty gives a Default Termination Notice to the Generator, the Contract for Difference shall terminate on the Designated Termination Date even if the Termination Event is no longer continuing on the Designated Termination Date.

***Qualifying Change in Law termination***

51.8 Subject to Condition 51.9, if a Qualifying Change in Law is implemented, occurs or becomes effective and gives rise to or results in a QCiL Construction Event or a QCiL Operations Cessation Event (including a Qualifying Shutdown Event), the CfD Counterparty shall give notice to the Generator terminating the Contract for Difference (a "**QCiL Termination Notice**"). A QCiL Termination Notice shall specify the date (on or following the date of the QCiL Termination Notice) on which termination of the Contract for Difference is designated by the CfD Counterparty to take effect (the date so designated being a "**QCiL Termination Date**").

51.9 The CfD Counterparty shall not exercise its right to terminate the Contract for Difference pursuant to Condition 51.8 in circumstances in which the Generator has provided a Generator QCiL Notice or a Generator QCiL Response Notice unless and until the Parties

have agreed that a QCiL Construction Event or QCiL Operations Cessation Event has occurred or a determination to that effect has been made pursuant to the Dispute Resolution Procedure.

***QCiL Compensation termination***

51.10 The CfD Counterparty shall have the right, but not the obligation, to give notice to the Generator terminating the Contract for Difference if:

(A) a Qualifying Change in Law occurs, is implemented or becomes effective; and

(B) either:

(i) (a) such Qualifying Change in Law occurs, is implemented or becomes effective before the Start Date and does not constitute a QCiL Construction Event; and (b) Condition 34.3(A) applies; or

(ii) (a) such Qualifying Change in Law occurs, is implemented or becomes effective on or after the Start Date and does not constitute a QCiL Operations Cessation Event; and (b) Condition 34.3(B) applies,

(a "**QCiL Compensation Termination Notice**"). A QCiL Compensation Termination Notice shall specify the date (on or following the date of the QCiL Compensation Termination Notice) on which termination of the Contract for Difference is designated by the CfD Counterparty to take effect (the date so designated being a "**QCiL Compensation Termination Date**").

***SCiL Compensation termination***

51.11 The CfD Counterparty shall have the right, but not the obligation, to give notice to the Generator terminating the Contract for Difference if:

(A) a Sustainability Change in Law occurs, is implemented or becomes effective; and

(B) paragraph 3.3(A) or 3.3(B) of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) applies.

(an "**SCiL Compensation Termination Notice**"). An SCiL Compensation Termination Notice shall specify the date (on or following the date of the SCiL Compensation Termination Notice) on which termination of the Contract for Difference is designated by the CFD Counterparty to take effect (the date so designated being an "**SCiL Compensation Termination Date**"). This Condition 51.11 shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

***No other termination rights***

51.12 The termination rights in this Condition 51 (*Termination*) are the only rights that either Party has to terminate the Contract for Difference.

***Notice provisions***

51.13 Any Pre-Start Date Termination Notice, Default Termination Notice, QCiL Compensation Termination Notice or SCiL Compensation Termination Notice issued by the CfD Counterparty pursuant to this Condition 51 (*Termination*) may be revoked by the CfD Counterparty giving written notice of the same to the Generator at any time prior to the Pre-Start Date Termination Date, Designated Termination Date, QCiL Compensation Termination Date or SCiL Compensation Termination Date (as applicable) and, upon such revocation, the Pre-Start Date Termination Notice, Default Termination Notice, QCiL Compensation Termination Notice or SCiL Compensation Termination Notice (as applicable) shall cease to have any effect.

51.14 Not used.

**52. CONSEQUENCES OF TERMINATION**

***Consequences of termination: General***

52.1 Termination of the Contract for Difference pursuant to Condition 51.1, 51.5, 51.6, 51.8, 51.10 or 51.11:

(A) shall not affect, and shall be without prejudice to, the accrued rights and liabilities of each Party and the rights and liabilities of each Party arising as a result of:

(i) any antecedent breach of any provision of the Contract for Difference; and

(ii) any breach of any provisions of the Contract for Difference which are expressed to survive expiry pursuant to Condition 54 (*Survival*); and

(B) shall be subject to Condition 54 (*Survival*).

***Consequences of Pre-Start Date termination***

52.2 Subject to Condition 52.1, if the CfD Counterparty terminates the Contract for Difference pursuant to Condition 51.1:

(A) no payment shall be payable by either Party to the other Party as a consequence of such termination;

(B) all rights and obligations of the Parties under the Contract for Difference shall end; and

(C) neither Party shall be entitled to make any claim against the other Party under or in respect of the Contract for Difference.

52.3 Not used.

***Consequences of default termination***

52.4 If the CfD Counterparty terminates the Contract for Difference pursuant to Condition 51.6 (other than where such termination has resulted from the occurrence of a Termination Event falling within Condition 53.1(D)), the CfD Counterparty shall:

(A) calculate the Termination Amount; and

(B) give a notice to the Generator (a "**Termination Amount Notice**"). A Termination Amount Notice shall specify the amount of the Termination Amount along with the principal inputs used by the CfD Counterparty to calculate such Termination Amount.

52.5 The Generator shall no later than thirty (30) Business Days after notification of the amount of the Termination Amount, pay to the CfD Counterparty (or such person as the CfD Counterparty may direct) the Termination Amount and no dispute by the Generator as to the amount of the Termination Amount shall relieve it of its obligation pursuant to this Condition 52.5.

52.6 Subject to Conditions 52.1, 52.4 and 52.5, if the CfD Counterparty terminates the Contract for Difference pursuant to Condition 51.6:

(A) no payment shall be payable by either Party to the other Party as a consequence of such termination;

(B) all rights and obligations of the Parties under the Contract for Difference shall end; and

(C) neither Party shall be entitled to make any claim against the other Party under or in respect of the Contract for Difference.

***Consequences of Qualifying Change in Law termination; Consequences of QCiL Compensation termination***

52.7 Subject to Condition 52.1, if the CfD Counterparty terminates the Contract for Difference pursuant to Condition 51.8 or 51.10:

(A) no payment shall be payable by either Party to the other Party as a consequence of such termination, except that such termination shall be without prejudice to each Party's obligation to pay:

(i) any QCiL Compensation and QCiL True-Up Compensation; and

(ii) any SCiL Compensation and SCiL True-Up Compensation (provided that this paragraph (ii) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement);

(B) all rights and obligations of the Parties under the Contract for Difference shall end; and

(C) (subject to paragraphs (A)(i) and (A)(ii) above) neither Party shall be entitled to make any claim against the other Party pursuant to the Contract for Difference.

***Consequences of SCiL Compensation termination***

52.8 Subject to Condition 52.1, if the CfD Counterparty terminates the Contract for Difference pursuant to Condition 51.11:

(A) no payment shall be payable by either Party to the other Party as a consequence of such termination, except that such termination shall be without prejudice to each Party's obligation to pay:

(i) any QCiL Compensation and QCiL True-Up Compensation; and

(ii) any SCiL Compensation and SCiL True-Up Compensation;

(B) all rights and obligations of the Parties under the Contract for Difference shall end; and

(C) (subject to paragraphs (A)(i) and (A)(ii) above) neither Party shall be entitled to make any claim against the other Party pursuant to the Contract for Difference.

This Condition 52.8 shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

**53. TERMINATION EVENTS**

**Termination Events**

53.1 A "**Termination Event**" means the occurrence at any time with respect to the Generator of any of the following events.

(A) *Insolvency*: The Generator:

(i) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger) or becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(ii) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger); or

(iii) is subject to any event with respect to it which, pursuant to the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Conditions 53.1(A)(i) or 53.1(A)(ii),

except where any of the events set out in this Condition 53.1(A) is attributable to the CfD Counterparty not paying when due any amount which, but for the operation of Condition 71 (*Limited recourse arrangements, undertakings and acknowledgements*), would have been due pursuant to the Contract for Difference.

(B) *Non-payment*: the Generator fails to pay:

(i) any Net Payable Amount on the due date pursuant to the Contract for Difference at the place at and in the currency in which it is expressed to be payable and that failure is not remedied on or before the tenth ($10^{th}$) Business Day after the CfD Counterparty gives the Generator notice of that failure (the "**NPA Payment Cure Period**") unless the failure is caused by a Payment Disruption Event in which case the NPA Payment Cure Period shall be extended day for day for each day on which the Payment Disruption Event continues; or

(ii) any amount other than a Net Payable Amount on the due date pursuant to the Contract for Difference at the place at and in the currency in which it is expressed to be payable and that failure is not remedied on or before the twentieth ($20^{th}$) Business Day after the CfD Counterparty gives the Generator notice of that failure (the "**Non-NPA Payment Cure Period**") unless the failure is caused by a Payment Disruption Event in which case the Non-NPA Payment Cure Period shall be extended day for day for each day on which the Payment Disruption Event continues.

(C) *Breach of key obligations:*

(i) the Generator is in breach of any of Conditions 30.1(E) or 79 (*Transfers*); or

(ii) any director, officer or other senior manager of the Generator commits or procures fraud, or aids, abets or counsels fraud (and fraud is in fact committed) in relation to the Contract for Difference or any other CfD Document.

(D) *Final Installed Capacity:*

(i) the Final Installed Capacity is lower than the Required Installed Capacity; or

(ii) the Generator does not give a Final Installed Capacity Notice on or prior to the date which is ten (10) Business Days after the later of:

(a) the Longstop Date; and

(b) the date which is ten (10) Business Days after the CfD Counterparty has given notice to the Generator (on or at any time after the date falling ten (10) Business Days prior to the Longstop Date) reminding the Generator of the requirement to give a Final Installed Capacity Notice.

(E) *Credit support default:*

(i) the Generator fails to transfer, deliver, extend, renew or replace (or procure the transfer, delivery, extension, renewal or replacement of) Acceptable Collateral in accordance with Part 13 (*Credit Support*);

(ii) any Letter of Credit provided pursuant to Part 13 (*Credit Support*) expires or terminates or fails or ceases to be in full force and effect in breach of, and is not extended, renewed or replaced in accordance with, Part 13 (*Credit Support*); or

(iii) the Generator, or the issuer of any Letter of Credit, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of a Letter of Credit provided to the CfD Counterparty pursuant to Part 13 (*Credit Support*), unless such disclaimer, repudiation, rejection or challenge is withdrawn or a substitute Letter of Credit is provided to the CfD Counterparty no later than five (5) Business Days after such disclaimer, repudiation, rejection or challenge.

(F) *Metering*: a Technical Compliance Termination Event, a Metering Access Termination Event, and Information and Monitoring System Compliance Termination Event, or an Information and Monitoring System Audit Right Termination Event.

(G) *Physical Separation Requirement and PSR Audit Right:*

(i) a PSR Audit Right Termination Event; or

(ii) a PSR Non- compliance Termination Event.

(H) *Failure to maintain ACT Efficiency:* The ACT Efficiency Multiplier is, or is deemed by the CfD Counterparty to be, zero (0) in respect of any twenty-six (26) Long Periods in any consecutive twelve (12) calendar months for which the ACT Efficiency Multiplier is required to be determined, provided that this paragraph (H) shall apply only: (i) where the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement; and (ii) from the first day of the thirteenth (13th) RQM Calculation Month following Start Date.

(I) *Use of pre-existing generating assets*: the Generator breaches Condition 30.1(H).

(J) *Hybrid Metering Longstop Date*: Where a Hybrid Metering Physical Transition Date has occurred, any of the Hybrid Metering Conditions are not fulfilled by the Generator or waived by the CfD Counterparty by the Hybrid Metering Longstop Date, provided that, where the Generator has provided a Hybrid Metering Conditions Notice on or before the Hybrid Metering Longstop Date, no Termination Event shall arise under this Condition (J) unless and until:

(i) the CfD Counterparty has requested the Generator provides Supporting Information under paragraph 7.2 of Annex 9 (Hybrid Metering – Transition and Amendment); and

(ii) either:

(a) the Generator fails to provide to the CfD Counterparty such Supporting Information within the period specified in paragraph 7.2 of Annex 9 (Hybrid Metering – Transition and Amendment); or

(b) the CfD Counterparty has given the Generator a Hybrid Metering Conditions Response Notice specifying that one or more of the Hybrid Metering Conditions have not been fulfilled.

**54. SURVIVAL**

54.1 Upon termination or expiry of the Contract for Difference, the Parties shall have no further obligations under the Contract for Difference but termination or expiry shall not affect:

(A) (save to the extent taken into account in the calculation of the Termination Amount (if any)) the provisions of the Contract for Difference as they relate to the payment of any sum due by one Party to the other pursuant to the Contract for Difference (including: (i) any QCiL Compensation or QCiL True-Up Compensation; (ii) (if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement) any SCiL Compensation or SCiL True-Up Compensation); and (iii) (if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement) any amounts due following termination pursuant to paragraphs 5.7 and 6.7 of Schedule 2 (*Clean Industry Bonus*); and

(B) the continued existence and validity of, and the rights and obligations of the Parties pursuant to Part 1 (*Introduction*), Conditions 3.31 and 3.32, Part 6 (*Billing and payment*), Conditions 32.15 and 32.16, this Part 12 (*Termination*), Conditions 56.14 and 56.15 and Part 14 (*Dispute Resolution*) to Part 17 (*Miscellaneous*) (inclusive).

# Part 13
# Credit Support

## 55. COLLATERAL REQUIREMENT

***Notification of collateral requirement***

55.1 If there is a Payment Failure on more than one (1) occasion within any twelve (12) month period, the CfD Counterparty may (irrespective of whether or not the Generator has paid any of the Net Payable Amounts owing within the applicable NPA Payment Cure Period) give the Generator a notice on the second ($2^{nd}$) of those occurrences (a "**Second Payment Failure Notice**"). A Second Payment Failure Notice shall identify the Billing Periods to which such Payment Failures relate.

55.2 If there have been Payment Failures on three (3) or more occasions in any twelve (12) month period, the CfD Counterparty may (irrespective of whether or not the Generator has paid any of the Net Payable Amounts owing within the applicable NPA Payment Cure Period) give a notice to the Generator (a "**Collateral Posting Notice**"). A Collateral Posting Notice shall:

(A) identify the Billing Periods to which such Payment Failures relate;

(B) specify:

(i) the requirement for the Generator to transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral to the CfD Counterparty;

(ii) the Collateral Amount;

(iii) the Collateral Posting Date; and

(iv) the Initial Collateral Repayment Date; and

(C) provide details of the Reserve Account.

55.3 If any Payment Failure occurs after the date of a Collateral Posting Notice and before the applicable Collateral Repayment Date, the CfD Counterparty may give the Generator a notice (a "**Replacement Collateral Notice**"). A Replacement Collateral Notice shall:

(A) identify the Billing Period to which any such Payment Failure relates; and

(B) specify the Replacement Collateral Repayment Date.

***Collateral Amount***

55.4 The Collateral Amount shall be calculated by the CfD Counterparty in accordance with the formula below:

Collateral Amount = $10 \times IC \times ALF \times (1 - TLM(D)) \times N \times HID \times RQM \times CHPQM \times ACTEM$

where:

*IC* is the Maximum Contract Capacity;

*ALF* is the Assumed Load Factor;

*TLM(D)* is the Initial TLM(D) Charge in respect of the calendar year in which the Collateral Posting Date occurs;

*N* is forty (40), representing the number of days for which collateral is required;

*HID* is the number of hours in a day, being twenty-four (24);

*RQM* is the Assumed RQM if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

*CHPQM* is the CHP Qualifying Multiplier as at the Collateral Posting Date if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1); and

ACTEM is the Assumed ACT Efficiency Multiplier if the Assumed ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1).

## 56. ACCEPTABLE COLLATERAL

***Provision of collateral***

56.1 If a Collateral Posting Notice is given to the Generator, the Generator shall, no later than the Collateral Posting Date, transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral to the CfD Counterparty in an aggregate amount equal to the Collateral Amount.

***Transfers and custody of collateral***

56.2 All transfers or deliveries pursuant to the Contract for Difference of any Acceptable Collateral shall be made by or on behalf of the Generator and shall be given:

(A) in the case of cash, by transfer in accordance with the instructions made by or on behalf of the CfD Counterparty, to the credit of the Reserve Account; and

(B) in the case of a Letter of Credit, by a Qualifying Issuer issuing a Letter of Credit to the CfD Counterparty or its designee. Such transfer shall be deemed effective upon receipt by the CfD Counterparty or its designee from the Qualifying Issuer of the duly executed and issued Letter of Credit.

***Letters of Credit***

56.3 The Generator shall:

(A) procure that:

(i) any Letter of Credit provided pursuant to a Collateral Posting Notice shall be valid at least until the Initial Collateral Repayment Date as set out in that notice; and

(ii) (if a Replacement Collateral Notice is given) any Letter of Credit provided pursuant to a Replacement Collateral Notice shall be valid at least until the Replacement Collateral Repayment Date as set out in that notice; and

(B) ensure that any Letter of Credit provided by the Generator as Acceptable Collateral, including any renewal or replacement of a Letter of Credit, shall be accompanied by a notice from the Generator (a "**Letter of Credit Details Notice**"). A Letter of Credit Details Notice shall specify:

(i) the identity and credit rating of the Qualifying Issuer issuing the Letter of Credit;

(ii) the contact details for the Qualifying Issuer (or its representative or relationship manager); and

(iii) the period of time during which the Letter of Credit will remain in effect and the amount of credit to be provided.

56.4 At least ten (10) Business Days prior to the date of expiry or cancellation of a Letter of Credit, the Generator shall renew or procure the renewal of such Letter of Credit by transferring or delivering, or by procuring the transfer or delivery of, Acceptable Collateral in the amount of and in substitution and to be effective no later than the date of expiry or cancellation of the current Letter of Credit, provided that Acceptable Collateral is still required, pursuant to the provisions of this Part 13 (*Credit Support*), after the date of expiry or cancellation of the current Letter of Credit.

**Altering collateral**

56.5 If, at any time, the Posted Collateral is not or ceases to be Acceptable Collateral and/or the Posted Collateral is less than the Collateral Amount, the CfD Counterparty may give a notice to the Generator (a "**Collateral Correction Notice**"). A Collateral Correction Notice shall specify:

(A) the Posted Collateral which is not or has ceased to be Acceptable Collateral and the reason that prevents such collateral from constituting Acceptable Collateral; and/or

(B) the amount by which the Posted Collateral is less than the Collateral Amount (a "**Deficient Collateral Amount**").

56.6 No later than five (5) Business Days after receipt of a Collateral Correction Notice, the Generator shall transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral in an amount more than or equal to the Deficient Collateral Amount.

56.7 The Generator may, from time to time, and on giving the CfD Counterparty not less than ten (10) Business Days' notice, substitute some or all of the Posted Collateral with other Acceptable Collateral which shall not in any event be less than the Collateral Amount in aggregate.

***Credit event by a Qualifying Issuer***

56.8 If, at any time, the Qualifying Issuer of a Letter of Credit ceases to be a Qualifying Issuer, the Generator shall give notice to the CfD Counterparty and the Generator shall procure the replacement of such Letter of Credit with Acceptable Collateral no later than ten (10) Business Days after the date on which the Qualifying Issuer ceases to be a Qualifying Issuer.

56.9 If the Generator fails to procure replacement Acceptable Collateral within ten (10) Business Days in accordance with Condition 56.8, the CfD Counterparty may demand payment pursuant to the Letter of Credit and shall hold any cash paid pursuant to the Letter of Credit in a Reserve Account until such time as the Posted Collateral is substituted in accordance with Condition 56.7.

***Making a Posted Collateral Demand***

56.10 The CfD Counterparty may make a demand under a Letter of Credit procured by the Generator or draw down on any cash amount in a Reserve Account (a "**Posted Collateral Demand**") in the following circumstances:

(A) the Generator fails to pay any amount when due pursuant to the Contract for Difference and that failure is not remedied by the last day of the NPA Payment Cure Period; or

(B) the Generator fails to renew or extend, or procure the renewal or extension of, a Letter of Credit in accordance with Condition 56.4 by the transfer or delivery of substitute Acceptable Collateral.

56.11 If a Posted Collateral Demand has been made, the Generator shall transfer or deliver, or procure the transfer or delivery of, further Acceptable Collateral in an amount no less than the Collateral Amount no later than two (2) Business Days after such demand.

***Return of collateral***

56.12 If the Generator has transferred or delivered, or procured the transfer or delivery of, Acceptable Collateral to the CfD Counterparty pursuant to the foregoing provisions in this Part 13 (*Credit Support*), and:

(A) the Collateral Repayment Date has passed; or

(B) the Collateral Amount has been replaced or substituted with other Acceptable Collateral in accordance with this Part 13 (*Credit Support*),

then, subject to Condition 56.14, the CfD Counterparty shall transfer the Posted Collateral back to the Generator no later than five (5) Business Days after:

(i) in the case of Condition 56.12(A), the Collateral Repayment Date; and

(ii) in the case of Condition 56.12(B), the date on which the Generator replaces Acceptable Collateral in accordance with this Part 13 (*Credit Support*).

56.13 The CfD Counterparty shall transfer back the Posted Collateral:

(A) in the case of cash, by transfer in accordance with the instructions made by or on behalf of the Generator, to the credit of one (1) or more bank accounts in the United Kingdom specified by the Generator; and

(B) in the case of a Letter of Credit, by surrendering, or procuring the surrender of, the relevant Letter of Credit.

***Termination***

56.14 If the Contract for Difference expires in circumstances in which no Termination Amount, QCiL Compensation, QCiL True-Up Compensation, SCiL Compensation SCiL True-Up Compensation or (if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement) Facility CIB Minimum Standards Performance Related Adjustment is due to the CfD Counterparty, the CfD Counterparty shall return any Posted Collateral transferred or delivered by or on behalf of the Generator no later than five (5) Business Days after the expiry, provided that the CfD Counterparty shall be entitled to set off against the cash collateral in accordance with Condition 25 (*Set-off*).

56.15 If the Contract for Difference is terminated in circumstances in which any Termination Amount, QCiL Compensation, QCiL True-Up Compensation, SCiL Compensation and/or SCiL True-Up Compensation and/or or (if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement) Facility CIB Minimum Standards Performance Related Adjustment is due to the CfD Counterparty, the CfD Counterparty shall return any Posted Collateral transferred or delivered by or on behalf of the Generator after all Generator payment obligations pursuant to the Contract for Difference have been fulfilled, provided that the CfD Counterparty shall be entitled to set off against the cash collateral in accordance with Condition 25 (*Set-off*).

# Part 14
# Dispute Resolution

## 57. DISPUTE RESOLUTION PROCEDURE: GENERAL PROVISIONS

***Objective for resolution of Disputes***

57.1 Each Party shall, at each stage of the Dispute Resolution Procedure, endeavour in good faith to resolve all Disputes through negotiation.

***Compliance with obligations during a Dispute***

57.2 The Generator and the CfD Counterparty shall continue to comply with all of their respective obligations under the Contract for Difference notwithstanding any Dispute which falls to be resolved in accordance with this Condition 57 (*Dispute Resolution Procedure: General provisions*).

***Outline of Dispute Resolution Procedure***

57.3 Except as otherwise expressly provided in these Conditions, if a Dispute arises either Party may give a notice to the other Party to initiate the Dispute Resolution Procedure (a "**Dispute Notice**"). A Dispute Notice:

(A) shall include a description of the subject matter of the Dispute and the issues to be resolved;

(B) shall include a statement identifying the Condition to which the Dispute relates or pursuant to which the Dispute arises;

(C) shall include a description of the position the referring Party considers is correct and the referring Party's reasons for that position;

(D) shall include details of any other dispute or claim relating to or arising out of another FiT Contract for Difference which the referring Party considers should be consolidated with or joined to the Dispute;

(E) may, where the referring Party considers it appropriate, include copies of any Supporting Information on which the referring Party intends to rely;

(F) shall include a statement outlining the relief, determination, remedy or recourse which the referring Party seeks in relation to the Dispute;

(G) (except where the Contract for Difference expressly provides for the Dispute to be subject to determination in accordance with the Expert Determination Procedure) shall include a statement as to whether the referring Party considers that the Dispute should (without a Senior Representatives Settlement being reached) be referred for determination in accordance with the Expert Determination Procedure or resolution in accordance with the Arbitration Procedure; and

(H) shall include the identity of the referring Party's Senior Representative.

57.4 Following the service by either Party of a Dispute Notice:

(A) (subject to Condition 57.5) the Parties shall seek to resolve the Dispute by convening a meeting of the Senior Representatives of the Parties in accordance with Condition 58 (*Resolution by Senior Representatives*) but, if the Senior Representatives are unable to agree, settle, compromise or resolve the Dispute in accordance with Condition 58 (*Resolution by Senior Representatives*), Condition 57.4(B) shall apply; and

(B) (subject to Condition 57.6) either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing within the Resolution Period (or such longer period as they may agree in writing) that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

57.5 Condition 57.4(A) shall not apply where the Contract for Difference expressly provides that Condition 58 (*Resolution by Senior Representatives*) shall not apply to the relevant Dispute.

57.6 If the Contract for Difference expressly provides for the relevant Dispute to be subject to determination in accordance with the Expert Determination Procedure:

(A) Condition 57.4 shall not apply to such Dispute; and

(B) following service of a Dispute Notice, such Dispute shall be referred to an Expert for determination in accordance with the Expert Determination Procedure (but subject to such amendments to the Expert Determination Procedure as are expressly provided for in the relevant provisions of the Contract for Difference).

57.7 Subject to Condition 57.8, all communications between the Parties with respect to a Dispute (including any statement, concession, waiver or agreement made by a Party during discussions and meetings pursuant to Condition 58 (*Resolution by Senior Representatives*)) (and any minutes or statements relating to such discussions or meetings) shall be "without prejudice" to the Dispute (or "without prejudice save as to costs" if expressly communicated or stated to be as such) (together, "**Dispute Information**"). Dispute Information shall be inadmissible in any Proceedings that may follow (including pursuant to the Expert Determination Procedure or the Arbitration Procedure), except that those expressly stated to be "without prejudice save as to costs" shall be admissible for the purposes of Conditions 59.11 and 60.2.

57.8 Condition 57.7 shall not apply to:

(A) any Dispute Notice;

(B) any Senior Representatives Settlement; or

(C) any communications between the Parties once an Expert Determination Procedure or an Arbitration Procedure has commenced, save for such

communications expressly communicated or stated to be “without prejudice” or “without prejudice save as to costs”.

***Special provisions for multi-CfD disputes relating to a Classification Objection***

57.9 If any General Amendment Classification Dispute is deemed to have arisen, references to Dispute in Conditions 57 (*Dispute Resolution Procedure: General provisions*) to 61 (*Consolidation of Connected Disputes*) (inclusive) shall include such General Amendment Classification Dispute, and the following shall apply in respect of such Dispute (including for the purposes of the rules of the LCIA Arbitration Rules incorporated by Condition 60.1):

(A) the Generator shall be permitted to participate in the General Amendment Classification Dispute and shall not be required to give a Dispute Notice whether or not it gave a Technical Amendment Response Notification containing a Classification Objection in respect of the Proposed Amendment;

(B) Condition 57.4 shall not apply;

(C) in each case as applicable, when used in the remaining provisions of this Condition 57.9:

(i) the terms "**Claimant**", "**Respondent**", "**Request for Arbitration**", "**LCIA Court**" and "**Response**" shall bear the same meaning as they have in the LCIA Arbitration Rules; and

(ii) other capitalised terms (other than "Generator") shall include those terms as defined in other CCP Affected CfDs;

(D) for the purposes of determining the proportion of CCP Affected Parties that agree under any of paragraphs (E), (F) or (L):

(i) a CCP Affected Party shall be permitted to agree or disagree in respect of each of the CCP Affected CfDs to which it is a party; and

(ii) the term CCP Affected Parties shall include a CCP Affected Party separately in respect of each CCP Affected CfD to which it is a party;

(E) Condition 58 (*Resolution by Senior Representatives*) shall not apply and shall be replaced by the following provisions:

(i) within three (3) Business Days of the final day of the Technical Amendment Response Period in respect of the Proposed Amendment concerned (the "**TARP End Date**"), the CfD Counterparty shall give written notice to each of the CCP Affected Parties:

(a) stating that a General Amendment Classification Dispute has arisen;

(b) containing contact details for all the CCP Affected Parties; and

(c) identifying which of the CCP Affected Parties has delivered a Technical Amendment Response Notification containing a Classification Objection relating to the relevant Proposed Amendment within the Technical Amendment Response Period;

(ii) within ten (10) Business Days of the TARP End Date, the CfD Counterparty shall give written notice to each of the CCP Affected Parties informing them of the date, time and location for a without prejudice meeting of the respective Senior Representatives of the CfD Counterparty and each CCP Affected Party to discuss the General Amendment Classification Dispute and its possible resolution; and

(iii) if the respective Senior Representatives of the CfD Counterparty and each CCP Affected Party are unable to resolve the General Amendment Classification Dispute within sixty (60) Business Days of the TARP End Date (or within such longer period, not exceeding one (1) year, from the TARP End Date that the CfD Counterparty and more than fifty percent (50%) of the CCP Affected Parties may agree), the CfD Counterparty or any one or more of the CCP Affected Parties may refer the General Amendment Classification Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure;

(F) a General Amendment Classification Dispute shall only be referred to an Expert for determination under Condition 59 (*Expert Determination Procedure*) if the CfD Counterparty and all CCP Affected Parties agree;

(G) subject to paragraph (E) above, the CfD Counterparty or any one or more of the CCP Affected Parties may refer a General Amendment Classification Dispute to arbitration under Condition 60.1 by delivering a Request for Arbitration in accordance with the LCIA Arbitration Rules and Condition 60 (*Arbitration Procedure*) (as both are varied and supplemented by this Condition 57.9) (a "**Classification Arbitration**");

(H) if the CfD Counterparty starts a Classification Arbitration:

(i) the CfD Counterparty shall deliver its Request for Arbitration to all CCP Affected Parties as co-Respondents; and

(ii) all CCP Affected Parties together (as co-Respondents) shall:

(a) nominate an arbitrator no later than twenty-eight (28) days after the commencement of the Classification Arbitration; and

(b) give to the LCIA Court and the CfD Counterparty a single, consolidated Response no later than fifty-six (56) days after the commencement of the Classification Arbitration;

(I) if one or more CCP Affected Parties starts a Classification Arbitration:

(i) the Request for Arbitration shall not include details of an arbitrator nominated by the Claimant(s);

(ii) within five (5) Business Days of the CfD Counterparty receiving the Request for Arbitration, the CfD Counterparty shall:

(a) give written notice to all other CCP Affected Parties of such receipt including:

(1) a copy of the Request for Arbitration; and

(2) the names and contact details of each of the other CCP Affected Parties; and

(b) give written notice to the CCP Affected Party(ies) that started the Classification Arbitration of the names and contact details of each of the other CCP Affected Parties;

(iii) all CCP Affected Parties (whether or not they started the Classification Arbitration) shall be joined as parties (co-Claimants) to the Classification Arbitration;

(iv) all CCP Affected Parties together (as co-Claimants) shall nominate an arbitrator no later than twenty-eight (28) days after the commencement of the Classification Arbitration; and

(v) the CfD Counterparty shall deliver to the LCIA Court and each of the CCP Affected Parties a Response no later than fifty-six (56) days after the commencement of the Classification Arbitration and such Response shall include details of the CfD Counterparty's nominated arbitrator;

(J) while the CCP Affected Parties may each appoint their own legal representatives for the Classification Arbitration, all CCP Affected Parties together (whether as co-Claimants or co-Respondents) shall:

(i) give single, consolidated legal submissions (statements of claim, defence, reply and rejoinder and written opening and closing submissions (as the case may be)); and

(ii) at any hearing, make consolidated oral submissions and conduct a single, consolidated examination of any fact or expert witnesses;

(K) resolution of the General Amendment Classification Dispute by:

(i) deemed settlement in accordance with paragraph (L);

(ii) the decision(s) of the Arbitral Tribunal made in any award; or

(iii) determination of an expert in accordance with Condition 59 (*Expert Determination Procedure*);

shall bind the Generator and each CCP Affected Party in each case whether or not it has participated in such Dispute; and

(L) if the CfD Counterparty and more than fifty percent (50%) of the CCP Affected Parties who gave a Technical Amendment Response Notification to the Proposed Amendment containing a Classification Objection agree terms for settling a General Amendment Classification Dispute (and the related Classification Arbitration (if any)) (a "**Proposed GACD Settlement**") then:

(i) if there is a related Classification Arbitration, the CfD Counterparty shall promptly apply to the Arbitral Tribunal for that arbitration to be stayed pending the completion of the process under this paragraph (L) to decide whether the Proposed GACD Settlement has settled the General Amendment Classification Dispute and the Generator shall not object to such application;

(ii) if there is no related Classification Arbitration, neither the CfD Counterparty nor the Generator shall deliver a Request for Arbitration commencing a Classification Arbitration pending the completion of the process under this paragraph (L) to decide whether the Proposed GACD Settlement has settled the General Amendment Classification Dispute;

(iii) within ten (10) Business Days of the Proposed GACD Settlement having been so agreed, the CfD Counterparty shall give notice in writing to the Generator and each CCP Affected Party setting out its terms;

(iv) unless, within twenty (20) Business Days of the CfD Counterparty giving such written notice to each CCP Affected Party, fifty percent (50%) or more of all CCP Affected Parties (including the Generator, if applicable) who did not make a Classification Objection to the Proposed Amendment (whether or not they gave a Technical Amendment Response Notification) give written notice to the CfD Counterparty objecting to the Proposed GACD Settlement, then:

(a) the Proposed GACD Settlement shall be deemed to have settled the General Amendment Classification Dispute for the purposes of paragraph (K);

(b) the Generator and each of the CCP Affected Parties shall be bound by the Proposed GACD Settlement, whether or not:

(1) it has participated in the General Amendment Classification Dispute and/or Classification Arbitration (if any); or

(2) given a written notice to the CfD Counterparty agreeing to the Proposed Settlement; and

(c) if the Proposed GACD Settlement provides for a Technical Amendment, paragraph 2.9(B)(ii)(c) (*Change Control Procedure*) shall apply in respect of such Technical Amendment.

**58. RESOLUTION BY SENIOR REPRESENTATIVES**

58.1 The Parties shall procure that their respective Senior Representatives shall meet no later than ten (10) Business Days after the date of service of a Dispute Notice. If the Senior Representatives of the Parties:

(A) are able to resolve the Dispute within thirty (30) Business Days of the date of service of the Dispute Notice (or within such longer period as the Senior Representatives of the Parties may agree) (the "**Resolution Period**"), the terms of the agreement, settlement, compromise or resolution reached between the Senior Representatives in respect of the Dispute (a "**Senior Representatives Settlement**") shall be documented in writing and shall be signed by the Senior Representative of, and with effect from such signature shall become binding upon, each Party; or

(B) are unable to resolve the Dispute within the Resolution Period, either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing within the Resolution Period (or such longer period as they may agree in writing) that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

58.2 If, at any time during the Resolution Period, both Parties agree that the Senior Representatives of the Parties will not be able to agree, settle, compromise or resolve the Dispute, then:

(A) either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure; and

(B) there shall be no requirement for the Parties to wait until the expiry of the Resolution Period before making any such reference.

58.3 Neither Party may commence the Expert Determination Procedure nor the Arbitration Procedure prior to the expiry of the Resolution Period except in the circumstances specified in Condition 58.2.

58.4 The rules, obligations and procedures set out in this Condition 58 (*Resolution by Senior Representatives*) shall apply to all Disputes unless expressly stated to the contrary in the Contract for Difference.

**59. EXPERT DETERMINATION PROCEDURE**

59.1 Either Party may, subject to Condition 58 (*Resolution by Senior Representatives*), refer a Dispute to be determined by an Expert if either: (i) the Parties have agreed in writing that

a Dispute is amenable to determination by an Expert pursuant to Condition 58.1(B) or 58.2(A); or (ii) the Contract for Difference expressly provides for the relevant Dispute to be determined by an Expert. Such referral shall be effected by either Party giving a notice (an "**Expert Determination Notice**") to the other Party. An Expert Determination Notice shall:

(A) include the information required to be included in a Dispute Notice pursuant to Conditions 57.3(A) to 57.3(H); and

(B) include a proposal as to the identity, and terms of reference, of the Expert and the relevant expertise that the referring Party considers qualifies him to determine the relevant Expert Dispute.

59.2 Any Expert appointed to determine any Expert Dispute shall be required to have an appropriate level of experience in relation to matters of the same general description as the matter in Dispute.

59.3 The Party receiving the Expert Determination Notice (the "**Respondent**") shall, no later than ten (10) Business Days after receipt of the Expert Determination Notice, give notice to the other Party (the "**Claimant**") (an "**Expert Determination Response Notice**"). An Expert Determination Response Notice shall specify whether or not the Respondent accepts:

(A) the Expert proposed by the Claimant (and, if the Respondent does not accept the Expert proposed by the Claimant, it shall specify an alternative Expert for consideration by the Claimant); and

(B) the terms of reference for the Expert proposed by the Claimant (and, if the Respondent does not accept the terms of reference for the Expert proposed by the Claimant, it shall propose alternative terms of reference for the Expert for consideration by the Claimant).

59.4 If the Parties fail to agree on the identity of the Expert within twenty (20) Business Days of the date of service of the Expert Determination Notice, either Party may request that the Expert be nominated by the LCIA, which shall be requested to choose a suitably qualified and experienced Expert for the Expert Dispute in question. The LCIA's nomination shall, subject to Condition 59.5(A)(i), be binding on the Parties.

59.5 The Parties shall:

(A) use reasonable endeavours to procure that no later than ten (10) Business Days after the Parties have agreed the identity of the Expert to be appointed (or the LCIA having nominated an Expert in accordance with Condition 59.4):

(i) the Expert confirms in writing to the Parties that:

(a) he is willing and available to act in relation to the Expert Dispute; and

(b) he has no conflict of interest which prevents him from determining the Expert Dispute;

(ii) (subject to the confirmation referred to in Condition 59.5(A)(i) having been given) the terms of appointment and the terms of reference of the Expert are agreed between the Parties and the Expert (and an appointment letter entered into among them), such terms:

(a) to include an undertaking that the Expert shall not disclose to any person any Supporting Information disclosed or delivered by a Party to the Expert in consequence of, or in respect of, his appointment as the Expert; and

(b) to exempt the Expert (and any employee, agent or adviser of or to the Expert) from liability for anything done or omitted in the discharge or purported discharge of the Expert's functions, unless such act or omission is fraudulent or in bad faith;

(B) instruct the Expert:

(i) to act fairly and impartially;

(ii) to take the initiative in ascertaining the facts and the law, including by:

(a) considering any Supporting Information submitted to him by the Parties;

(b) instructing an expert and/or taking Counsel's opinion as to any matter raised in connection with the Dispute, provided that the Expert shall not be entitled to delegate any decision to such expert or Counsel;

(c) requiring the Parties to produce any Supporting Information (excluding any of the foregoing which would be privileged from production in court proceedings); and

(d) opening up, reviewing and revising any opinion, assessment, certificate, instruction, determination or decision of whatsoever nature given or made pursuant to the Contract for Difference, provided that he may not in so doing purport: (i) to open up, review or revise any matter determined pursuant to an earlier dispute under the Dispute Resolution Procedure or included with a negotiated settlement; or (ii) to decide any matter which falls outside the Expert's terms of reference in relation to the relevant Expert Dispute or is otherwise excluded from the Expert Determination Procedure; and

(iii) if requested by either Party in writing, to provide reasons for his decision, which shall be communicated to the Parties;

(C) afford the Expert the discretion to establish the procedure (including the timetable) for the determination of the Expert Dispute, it being agreed by the Parties that:

(i) the Expert shall be requested to confirm to the Parties the proposed procedure for the relevant Expert Dispute as soon as reasonably practicable after the Expert Appointment Date and, in any event, no later than ten (10) Business Days after such date and, in so doing, the Parties agree that:

(a) the Expert shall be requested to afford the Parties the opportunity to address him in a meeting at which both Parties shall have the right to be present, where either Party requests such a meeting in writing or the Expert otherwise considers it to be necessary or desirable to reach a determination in respect of the relevant Expert Dispute, with the format and procedure applicable to any such meeting being a matter for the Expert to decide in his sole and absolute discretion; and

(b) the Expert may (without limitation) modify the time periods provided for in Condition 59.6 and otherwise modify the procedure contemplated by such Condition;

(ii) all submissions made by a Party to the Expert (including all Supporting Information provided to him) shall be provided to the other Party contemporaneously with such submissions being made to the Expert; and

(iii) the Parties shall (without prejudice to Condition 59.5(C)(i)) request the Expert to determine the Expert Dispute within the earlier of:

(a) thirty (30) Business Days following the date on which a Response Submission has been provided by each Party; and

(b) sixty (60) Business Days after the First Submission Deadline; and

(D) afford the Expert all Supporting Information and assistance which the Expert requires to determine the Expert Dispute (and, if a Party fails to produce any such Supporting Information or assistance, the Expert may continue the determination process without that Supporting Information or assistance).

59.6 Subject to Condition 59.5(C):

(A) the Claimant shall provide the Expert with a copy of the Expert Determination Notice no later than ten (10) Business Days after the Expert Appointment Date (the date on which the Expert receives the copy of the Expert Determination Notice being the "**Expert Referral Date**");

(B) each Party may, but is not obliged to, provide a written statement of its case, together with any Supporting Information, to the Expert (the "**First Submission**") no later than twenty (20) Business Days after the Expert Referral Date (the "**First Submission Deadline**") and, without limitation, the First Submission may cover any of the matters required to be contained in the relevant Dispute Notice pursuant to Conditions 57.3(A) to 57.3(H) (inclusive) and a copy of such First Submission shall be provided to the other Party at the same time as it is provided to the Expert; and

(C) each Party may submit a reply, together with any Supporting Information, to the other Party's First Submission (a "**Response Submission**") no later than thirty (30) Business Days after receipt of the First Submission.

59.7 The Arbitration Act 1996 and the law relating to arbitrators and arbitrations shall not apply to the Expert or his determination or the procedure by which he reaches his determination.

59.8 If the Expert is at any time unable or unwilling to act, either Party may proceed to seek the appointment of a replacement Expert as if the Expert Determination Notice had just been served. The provisions of the Expert Determination Procedure shall apply, with the necessary modifications, to any replacement Expert and the replacement Expert shall be authorised to determine any Expert Dispute which was submitted to his predecessor but which his predecessor had not determined at the time when his predecessor became unable or unwilling to act.

59.9 The Expert's determination shall be final and binding upon the Parties, except in the event of fraud or manifest error.

59.10 No Expert determination shall have the effect of amending the Contract for Difference unless expressly permitted pursuant to the Contract for Difference.

59.11 The Expert may, in his determination, provide that one or other or both of the Parties pay the Expert's fees and expenses and each other's costs (including the fees and expenses of external advisers and consultants) in such proportions as he may specify on the general principle that the allocation of costs should reflect the Parties' relative success and failure in the Expert Determination Procedure. Without such a direction, each Party shall bear its own costs and the fees and expenses of the Expert shall be paid in equal shares by the Parties.

**60. ARBITRATION PROCEDURE**

60.1 Either Party may, subject to Condition 58 (*Resolution by Senior Representatives*), refer an Arbitration Dispute to arbitration. Any Arbitration Dispute so referred to arbitration shall be resolved in accordance with the LCIA Arbitration Rules, which rules are to be treated as incorporated by reference into this Condition 60.1.

60.2 The Arbitral Tribunal shall make its award in writing (the "**Arbitral Award**") and the Parties agree that all Arbitral Awards shall be binding on the Parties.

60.3 No Arbitral Award shall have the effect of amending the Contract for Difference unless expressly permitted pursuant to the Contract for Difference.

60.4 The Arbitral Tribunal shall consist of three (3) Arbitrators except where the Parties have agreed in writing that the Arbitral Tribunal shall consist of one (1) Arbitrator (the "**Mutual Appointment Decision**").

60.5 If the Arbitral Tribunal is to consist of:

(A) three (3) Arbitrators, each Party shall nominate one (1) Arbitrator to be appointed by the LCIA as contemplated by the LCIA Arbitration Rules and the third Arbitrator shall be nominated by the Arbitrators nominated by the Parties and shall act as chairman; or

(B) one (1) Arbitrator, the Parties shall use reasonable endeavours to agree on the identity of the Arbitrator no later than ten (10) Business Days after the Mutual Appointment Decision, failing which the Arbitrator shall be appointed by the LCIA as contemplated by the LCIA Arbitration Rules.

60.6 The seat, or legal place, of any arbitration shall be London.

60.7 The language to be used in any arbitral proceedings shall be English.

**61. CONSOLIDATION OF CONNECTED DISPUTES**

61.1 If any Dispute raises issues which are substantially the same as, connected with or related to issues raised in any dispute or claim relating to or arising out of any other FiT Contract for Difference (each, a "**Connected Dispute**"), and the Dispute Resolution Procedure has been commenced in relation to the Connected Disputes, then either Party may request consolidation of those Connected Disputes at any time so that the Connected Disputes shall be determined together in accordance with the Dispute Resolution Procedure, subject to the provisions of Conditions 61.2 to 61.5 (inclusive).

61.2 Where a Party wishes to consolidate Connected Disputes pursuant to Condition 61.1, that Party shall give notice in writing to all of the parties to the Connected Disputes (a "**Consolidation Notice**"). A Consolidation Notice shall be copied to the Expert or Arbitrator(s) (as relevant) of each Connected Dispute at the same time that it is given to the parties to each Connected Dispute, or, to the extent that the Expert or Arbitrator(s) have not been appointed at that date, forthwith upon appointment of the Expert or Arbitrator(s).

61.3 Following delivery of a Consolidation Notice, the Parties shall use reasonable endeavours to procure that the Expert or Arbitrator(s) (as relevant) of each Connected Dispute shall, within five (5) Business Days thereafter, determine between them whether:

(A) they are satisfied that the issues of both fact and/or law raised in each of the Connected Disputes are substantially the same as, or substantially connected or related to, each other; and

(B) consolidation of the Connected Disputes will not materially affect the timetable for resolution of any Connected Disputes; and:

(i) if they are so satisfied by majority:

(a) the Expert and/or Arbitrator(s), shall be requested by the Parties to give notice of that fact on the parties to all of the Connected Disputes; and

(b) the Connected Disputes shall be consolidated; or

(ii) if they are not so satisfied by majority, the Connected Disputes shall not be consolidated unless and until the Expert and/or Arbitrator(s) become so satisfied and determine that they shall be consolidated.

61.4 If different Experts or Arbitrator(s) have been appointed in respect of Connected Disputes prior to their being consolidated in accordance with the Dispute Resolution Procedure and those Experts or Arbitrator(s) give a notice, in accordance with Condition 61.3(B)(i), that the Connected Disputes shall be consolidated, the Parties shall agree in writing, no later than five (5) Business Days after the giving of that notice, which of the Experts or Arbitrators shall be the Experts or Arbitrator(s) for the consolidated Connected Disputes. If no such agreement can be reached, the parties to the Connected Dispute shall request that the president or vice-president of the LCIA Court select, no later than five (5) Business Days after such request, which of those Experts or Arbitrator(s) shall be the Experts or Arbitrator(s) for the consolidated Connected Disputes.

61.5 If the Expert or Arbitrator(s) of consolidated Connected Disputes is or are unable to give his or her (or their) award in respect of the consolidated Connected Disputes at the same time then the awards shall be given in such order as the Expert or Arbitrator(s) may determine.

**62. NO OTHER PROCEEDINGS**

62.1 Subject to Conditions 62.2 and 63.1, any and all Disputes are to be finally resolved in accordance with the Dispute Resolution Procedure, and neither Party shall commence any Proceedings in respect of a Dispute other than in accordance with the Dispute Resolution Procedure. If either Party commences any Proceedings in breach of the Dispute Resolution Procedure, it shall not oppose an application for strike-out, termination, discontinuance or stay of such Proceedings.

62.2 Notwithstanding any other provision of the Dispute Resolution Procedure, either Party may at any time:

(A) commence or prosecute Proceedings against the other Party in the courts of England and Wales for:

(i) an order to obtain urgent injunctive or other equitable relief, including specific performance;

(ii) judgment to enforce a Senior Representatives Settlement, the determination of an Expert, or an Arbitral Award; and/or

(B) give a notice of arbitration to the other Party so as to prevent the expiry of any applicable period of limitation or prescription, or the application of the equitable doctrine of laches.

## 63. METERING DISPUTES

63.1 Metering Disputes shall be resolved solely as a Trading Dispute in accordance with the BSC pursuant to Conditions 23.5 to 23.7 and the Dispute Resolution Procedure shall not apply to any such Metering Disputes.

63.2 Notwithstanding any Metering Dispute, the Parties shall continue to comply with all of their respective obligations under the Contract for Difference.

## Part 15
## General provisions regarding liabilities, remedies and waivers

### 64. EXCLUDED LOSSES AND LIABILITIES

***Interpretation***

64.1 Any and all compensation in respect of any event to be calculated, agreed or determined, and paid, commenced or effected, pursuant to the Contract for Difference shall be calculated on the basis that the Generator:

(A) has complied, and will comply, with the general mitigation obligation set out in Condition 64.3, irrespective of whether the Generator has in fact complied, or will comply, with such obligation;

(B) has complied, and will comply, with the Reasonable and Prudent Standard, including with respect to the incurrence of costs in relation to the Project, irrespective of whether the Generator has in fact complied, or will comply, with such standard;

(C) shall not be entitled to recover any costs or other amounts relating to the Related Facility; and

(D) shall, if such costs or other amounts are the subject of more than one FiT Contract for Difference, only be entitled to recover for such costs or other amounts under one FiT Contract for Difference.

64.2 Any notification by the Generator to the CfD Counterparty of the mitigating steps that the Generator has taken, or proposes to take, in order to comply with the general mitigation obligation set out in Condition 64.3, or the Reasonable and Prudent Standard, shall be of indicative value only and, as such, shall not be determinative of whether it has complied, or will comply, with such general mitigation obligation or Reasonable and Prudent Standard.

***Mitigation***

64.3 The Generator shall promptly take all reasonable steps to mitigate any loss or, as the case may be, maximise any benefit, in respect of which a claim could be brought under the Contract for Difference or any other CfD Document (including by recommencing generation as soon as reasonably practicable), provided that this obligation to mitigate shall not be construed as relieving the Generator from complying in full with its obligations under the Contract for Difference or any other CfD Document.

64.4 The Generator shall give notice as soon as reasonably practicable to the CfD Counterparty of the mitigating steps that it has taken or procured, is taking or procuring or proposes to take or procure and shall as soon as reasonably practicable provide such Supporting Information regarding such mitigation as the CfD Counterparty may reasonably request.

***No double recovery***

64.5 The Generator may recover only once in respect of the same loss. The CfD Counterparty shall not be liable to pay any compensation under any term of the Contract for Difference to the extent that the subject of the claim has been compensated for, or the same loss has been recovered by the Generator under the Contract for Difference or any other CfD Document.

64.6 If the Generator is at any time entitled to recover from a third party any sum (whether under a power purchase agreement, an electricity sale contract, insurance policy or otherwise) in respect of any matter or circumstance giving rise to a claim under the Contract for Difference or any other CfD Document, the Generator shall take all necessary steps to enforce such recovery.

64.7 If the Generator (or its nominee) recovers any amount from: (i) the CfD Counterparty as a consequence of any claim under the Contract for Difference or any other FiT Contract for Difference to which it is a party; or (ii) such other person as is referred to in Condition 64.6:

(A) such amount shall be taken into account in the calculation of any compensation payable pursuant to the Contract for Difference or any other CfD Document;

(B) no claim shall be made by the Generator pursuant to the Contract for Difference or any other CfD Document in respect of the amounts so recovered; and

(C) if the Generator has previously received compensation in relation to the same claim, they or it shall pay promptly to the CfD Counterparty an amount equal to the lesser of: (i) the amount so recovered; and (ii) the amount so previously received.

***General limitation on liability***

64.8 Subject to Condition 64.9, neither Party shall be liable to the other Party pursuant to the Contract for Difference or any other CfD Document, in tort (including negligence and/or breach of statutory duty) or otherwise at law for:

(A) any loss, damage, cost or other expense to the extent that the same does not arise naturally from the breach and cannot reasonably be supposed to have been in the contemplation of the Parties at the Agreement Date as the probable result of such breach; or

(B) any special, indirect or consequential loss including any such loss which constitutes loss of use, loss of goodwill, loss of profit or loss of revenue,

in each case incurred by the other Party in respect of any breach of the terms of the Contract for Difference or any other CfD Document.

64.9 Condition 64.8 shall not operate so as to prejudice or override:

(A) the express terms of any obligation to pay, indemnity or costs reimbursement provision contained within the Contract for Difference or any other CfD Document;

(B) the express terms relating to the calculation of any QCiL Compensation or QCiL True-Up Compensation, or the obligation of either Party to pay any QCiL Compensation or QCiL True-Up Compensation to the other Party (or to commence or effect such compensation), in each case in accordance with Part 8 (*Changes in Law*);

(C) the express terms relating to the calculation of any SCiL Compensation or SCiL True-Up Compensation, or the obligation of either Party to pay any SCiL Compensation or SCiL True-Up Compensation (or to commence or effect such compensation), in each case in accordance with Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) (provided that this paragraph (C) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement); or

(D) the express terms relating to the calculation of the Termination Amount, or the obligation of the Generator to pay the Termination Amount to the CfD Counterparty, in each case in accordance with Condition 52.5, it being agreed that the Termination Amount is reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages upon early termination of the Contract for Difference.

***Transmission System Operator, Transmission Licensee or Licensed Distributor actions***

64.10 Subject to Condition 64.11, payments to the Generator in respect of or pursuant to:

(A) instructions issued by any Transmission System Operator, Transmission Licensee or a Licensed Distributor, as the case may be; or

(B) directions given or actions taken pursuant to sections 34 or 35 of EA 1989 or the Fuel Security Code (being the document designated as such by the Secretary of State in connection with those sections, as from time to time amended),

shall not be calculated or made pursuant to the terms of the Contract for Difference, and the CfD Counterparty shall have no liability pursuant to the Contract for Difference to pay or compensate the Generator in respect of any resulting lost output.

64.11 Condition 64.10 shall not operate so as to affect the obligation of either Party to pay, commence or effect compensation in respect of a Curtailment Compensation Shortfall or a Curtailment Compensation Excess (or a Partial Curtailment Compensation Shortfall or a Partial Curtailment Compensation Excess) subject to and in accordance with Part 11 (*Curtailment*). This Condition 64.11 shall apply to the Contract for Difference only if Part 11 (*Curtailment*) is expressed to apply to the Contract for Difference in the CfD Agreement.

**65. NO WAIVER**

65.1 No waiver by either Party of any breach by the other Party of the Contract for Difference or any other CfD Document shall operate unless expressly made in writing, and no such waiver shall be construed as a waiver of any other breach.

65.2 No delay or omission by either Party in exercising any right, power or remedy provided by law or pursuant to the Contract for Difference or any other CfD Document shall:

(A) affect that right, power or remedy; or

(B) operate as a waiver of it.

65.3 The single or partial exercise by either Party of any right, power or remedy provided by law or pursuant to the Contract for Difference or any other CfD Document shall not, unless otherwise expressly stated, preclude any other or further exercise of it or the exercise of any other right, power or remedy.

65.4 Any legal privilege attaching to information or documents that are:

(A) made available by the Generator or its Representatives to the CfD Counterparty or its Representatives remains for the benefit of the Generator; or

(B) made available by the CfD Counterparty or its Representatives to the Generator or its Representatives remains for the benefit of the CfD Counterparty,

and, in each case, disclosure is not intended to amount to a waiver of legal privilege.

**66. CONSENTS**

66.1 Any consents, confirmations, approvals, waivers or agreements to be given by the CfD Counterparty pursuant to the Contract for Difference or any other CfD Document:

(A) shall be effective only if given in writing; and

(B) except as otherwise expressly provided in the Contract for Difference, may be given or withheld by the CfD Counterparty in its sole and absolute discretion and, if given, may be given on and subject to such terms and/or conditions as the CfD Counterparty may in its sole and absolute discretion determine.

66.2 The exercise of discretion by the CfD Counterparty (including in respect of the grant or withholding of any consent, confirmation, approval, waiver or agreement) shall in no way limit the manner in or extent to which that discretion may be exercised in future or give rise to any amendment or modification to the Contract for Difference or any other CfD Document.

**67. ENTIRE AGREEMENT**

67.1 The Contract for Difference, together with the other CfD Documents, constitutes the entire agreement, understanding and representations of the Parties in respect of its subject matter and supersedes and extinguishes any agreements, understandings and/or

representations previously given or made in respect thereof other than those included in the Contract for Difference or the other CfD Documents.

67.2 Each Party acknowledges that in entering into the Contract for Difference it has not relied on, and shall have no right or remedy in respect of, any draft, agreement, undertaking, representation, warranty, promise, assurance, arrangement or public statement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Contract for Difference or any other CfD Document made or given by or on behalf of either Party, the Secretary of State or the Delivery Body at any time prior to the Agreement Date (whether made negligently or innocently) other than as expressly set out in the Contract for Difference or any other CfD Document.

67.3 Nothing in this Condition 67 (*Entire agreement*) shall limit or exclude liability for fraud.

**68. PAYMENT DISRUPTION EVENT**

***Relief due to Payment Disruption Event***

68.1 Subject to Condition 68.2, a Party affected by a Payment Disruption Event (a "**PDE Affected Party**") shall be relieved from liability, and deemed not to be in breach of the Contract for Difference (or any other CfD Document), for:

(A) any failure to pay (or delay in paying) to the other Party any sum due and payable pursuant to the Contract for Difference (or any other CfD Document) (whether pursuant to an obligation to pay, an indemnity, a costs reimbursement provision or otherwise); and

(B) (in the case of the Generator) any failure to transfer, deliver, extend, renew or replace (or procure the transfer, delivery, extension, renewal or replacement of) Acceptable Collateral in accordance with Part 13 (*Credit Support*), or any delay in doing so,

(such obligations "**PDE Obligations**") in each case if and to the extent that such failure or delay is directly attributable to the occurrence and continuance of such Payment Disruption Event.

***Conditions to Payment Disruption Event relief***

68.2 The PDE Affected Party's relief from liability pursuant to Condition 68.1 is subject to and conditional upon:

(A) the PDE Affected Party giving notice as soon as reasonably practicable to the other Party of the nature and extent of the Payment Disruption Event causing its failure or delay in performance; and

(B) the PDE Affected Party using reasonable endeavours:

(i) to mitigate the effects of the Payment Disruption Event;

(ii) to carry out and perform its obligations under the Contract for Difference (and each other CfD Document) in any way that is reasonably practicable; and

(iii) to pay the sum due and payable or transfer, deliver, extend, renew or replace Acceptable Collateral in accordance with Part 13 (*Credit Support*) (as relevant) immediately upon cessation of the Payment Disruption Event.

## 69. FORCE MAJEURE

***Relief due to Force Majeure***

69.1 Subject to the provisions of this Condition 69 (*Force Majeure*), a Party affected by Force Majeure (an "**FM Affected Party**") shall:

(A) be relieved from liability, and deemed not to be in breach of the Contract for Difference (or any other CfD Document), for any failure or delay in the performance of any of its obligations under the Contract for Difference (or any other CfD Document) if and to the extent such failure or delay is directly attributable to the occurrence and continuance of such Force Majeure;

(B) be entitled to an extension of one or more of the Longstop Date, the Milestone Delivery Date and/or the Target Commissioning Window, for any delay to the Project if and to the extent such delay is directly attributable to the occurrence and continuance of such Force Majeure, subject to the requirements of the definition of that term; and

(C) be entitled to an extension of the Hybrid Metering Longstop Date, for any delay to the Hybrid Metering Implementation Date, if and to the extent such delay is directly attributable to the occurrence and continuance of such Force Majeure, subject to the requirements of the definition of that term.

69.2 Nothing in this Condition 69 (*Force Majeure*) shall relieve:

(A) either Party from its obligations to perform or comply with any PDE Obligations; or

(B) the Generator from its obligations under paragraph 3 (*Compliance with CIB Requirements Statement*) of Schedule 2 (*Clean Industry Bonus*).

***Conditions to Force Majeure relief***

69.3 The FM Affected Party's relief from liability and/or entitlement to an extension of any of the Longstop Date, the Milestone Delivery Date, the Target Commissioning Window and/or the Hybrid Metering Longstop Date pursuant to Condition 69.1 is subject to and conditional upon (and in the case of 69.1(B) shall only be available to the extent that the failure or delay in performance and/or delay to the Project or the Hybrid Metering Implementation Date (as the case may be) could not have been avoided by):

(A) the FM Affected Party giving notice as soon as reasonably practicable to the other Party of the nature and extent of (i) any Force Majeure of which it is aware which it considers will or is likely to cause its failure or delay in performance and/or delay to the Project, and (ii) any Force Majeure that has caused or is causing failure or delay in performance and/or delay to the Project or Hybrid Metering Implementation Date (as the case may be);

(B) the FM Affected Party using reasonable endeavours:

(i) to mitigate the effects of the Force Majeure (including delay to the Project or Hybrid Metering Implementation Date (as the case may be));

(ii) to carry out its obligations under the Contract for Difference and each other CfD Document in any way that is reasonably practicable; and

(iii) to resume the performance of its obligations under the Contract for Difference and each other CfD Document as soon as reasonably practicable.

***Provision of Force Majeure information***

69.4 In addition to its notification obligation pursuant to Condition 69.3, the FM Affected Party shall give notice as soon as reasonably practicable to the other Party (to the extent that such Information is available to the FM Affected Party) of:

(A) the steps being taken by the FM Affected Party to remove or mitigate the effect of the Force Majeure (including delay to the Project) and to carry out its obligations under the Contract for Difference (or the relevant CfD Document);

(B) the anticipated date of resumption of performance of its obligations under the Contract for Difference (or the relevant CfD Document); and

(C) such other details relating to the Force Majeure and its effects (including delay to the Project) as may be reasonably requested by the other Party,

and, to the extent that such Information is not available at the time a notice is given, the FM Affected Party shall provide such Information to the other Party as soon as it becomes available to it.

69.5 The FM Affected Party shall give notice to the other Party every twenty (20) Business Days:

(A) of any update to the Information provided pursuant to Condition 69.4 and shall give notice as soon as reasonably practicable to the other Party upon it becoming aware of any material developments or additional material Information relating to the Force Majeure and its effects; and

(B) where the Force Majeure is a continuing one, that it is continuing, accompanied by an explanation and Information to show that the events or circumstances concerned continue to meet all of the requirements of the definition of Force Majeure.

## 70. SEVERABILITY

If any provision or part of a provision of the Contract for Difference or any other CfD Document is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect or impair:

(A) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract for Difference or of any other CfD Document; or

(B) the legality, validity or enforceability in other jurisdictions of that or any other provision of the Contract for Difference or of any other CfD Document.

## 71. LIMITED RECOURSE ARRANGEMENTS, UNDERTAKINGS AND ACKNOWLEDGEMENTS

***CfD Counterparty payment undertakings***

71.1 For the purpose of Conditions 71.2 to 71.8, references in Conditions 71.2 to 71.5 to "liabilities" shall be construed as if the limited recourse provisions set out in Condition 71.7 do not apply.

71.2 The CfD Counterparty shall make appropriate requests to Electricity Suppliers on the basis provided for by the Supplier Obligation Regulations for the purpose of ensuring that it is in sufficient funds to meet its liabilities in full pursuant to the Contract for Difference.

71.3 The CfD Counterparty shall, to the extent consistent with the CfD Counterparty's proper exercise of its functions and duties pursuant to the EA 2013 or any other statutory function or duty, as soon as reasonably practicable:

(A) take such steps as are necessary to recover from an Electricity Supplier any sum which the Electricity Supplier is required by virtue of the Supplier Obligation Regulations to pay to the CfD Counterparty and which has not been paid by the date on which it is required by virtue of the Supplier Obligation Regulations to be paid and which is necessary to ensure the CfD Counterparty can meet its liabilities in full pursuant to the Contract for Difference;

(B) at the times and otherwise in the manner prescribed by the Supplier Obligation Regulations, issue and enforce notices to Electricity Suppliers requiring the provision and/or payment of financial collateral to ensure the CfD Counterparty can meet its liabilities in full pursuant to the Contract for Difference;

(C) take such action (including the taking and prosecution of legal proceedings) against Electricity Suppliers as is necessary to ensure that the CfD Counterparty can meet its liabilities in full pursuant to the Contract for Difference;

(D) pursue any Electricity Supplier which has defaulted in making payment pursuant to the Supplier Obligation Regulations as a civil debtor unless, acting reasonably, the CfD Counterparty considers that there are more appropriate means of pursuing the defaulting Electricity Supplier or securing payment due to the Generator;

(E) take such action (including the taking and prosecution of legal proceedings) to recover and receive from other sources of funds (if any) available to the CfD Counterparty, including:

(i) moneys standing to the credit of any designated risk, reserve or shortfall fund; and/or

(ii) moneys available by reason of any 'make whole', loss mutualisation or similar arrangements among Electricity Suppliers or others in respect of any shortfall in amounts due and owing but not paid by Electricity Suppliers to the CfD Counterparty for the purposes of enabling the CfD Counterparty to make payments pursuant to FiT Contracts for Difference,

as is necessary for the purpose of meeting its liabilities in full pursuant to the Contract for Difference; and

(F) notify the Secretary of State if the CfD Counterparty has reason to believe that it will have insufficient funds available to make when due the totality of the payments to generators that are required pursuant to FiT Contracts for Difference.

71.4 The CfD Counterparty shall notify the Generator if it is of the opinion that it will have insufficient funds to meet its liabilities in full pursuant to the Contract for Difference.

71.5 The CfD Counterparty agrees that in circumstances where the CfD Counterparty has failed to pay an amount on the due date therefor pursuant to the Contract for Difference:

(A) damages alone would not be an adequate remedy for any breach by it of its obligations set out in paragraphs (A) to (E) (inclusive) of Condition 71.3;

(B) accordingly, the Generator will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by the CfD Counterparty of its obligations set out in paragraphs (A) to (E) (inclusive) of Condition 71.3; and

(C) it will not raise any objection to an application by the Generator for any such remedies.

71.6 Without prejudice to Condition 71.7, the maximum liability of the CfD Counterparty in respect of breach by it of Condition 71.2, 71.3 or 71.4 shall be limited to an amount equivalent to the Default Interest on the amount which has not been paid by the CfD Counterparty to the Generator pursuant to the Contract for Difference by reason of the relevant breach for the period from what would have been the date of payment but for such breach to the date of actual payment, provided that the limit of liability in this Condition 71.6 shall not apply where the breach is caused by the gross negligence or wilful misconduct of the CfD Counterparty.

***Limited recourse***

71.7 Notwithstanding any other provision of the Contract for Difference:

(A) the liability of the CfD Counterparty pursuant to the Contract for Difference shall not exceed the aggregate of:

(i) the amounts from time to time received and held by the CfD Counterparty, and allocated to the Contract for Difference, pursuant to the Supplier Obligation Regulations; and

(ii) any other funds of the type referred to in Condition 71.3(E) from time to time received and held by the CfD Counterparty, and allocated to the Contract for Difference, whether pursuant to the Supplier Obligation Regulations or otherwise; and

(B) the CfD Counterparty shall not be in default pursuant to the Contract for Difference in not making any payment that is due and owing if and to the extent that it shall not have received the amounts and other funds referred to in Condition 71.7(A) which are necessary to make such payment, but if and to the extent that such payment is not made, the CfD Counterparty shall continue to owe an amount equal to the amount of the payment due and owing but not paid and shall make such payment promptly (and in any event within two (2) Business Days) after and to the extent of its receipt of such corresponding and allocated amounts and other funds.

***Damages for breach***

71.8 The Parties acknowledge and agree that:

(A) the CfD Counterparty shall have full right and liberty to recover from the Generator any loss, damage, cost or expense suffered or incurred by the CfD Counterparty as a result of a breach by the Generator of the Contract for Difference or any other CfD Document and for this purpose no regard shall be had to the right or ability (if any) of the CfD Counterparty to recover such loss, damage, cost or expense from all or any Electricity Suppliers or any other person pursuant to any regulations made pursuant to the EA 2013 (including the Supplier Obligation Regulations); and

(B) to the extent that any such loss, damage, cost or expense is recovered by the CfD Counterparty from the Generator, it is the intent that the CfD Counterparty will not keep those amounts but will, pursuant to the regulations made pursuant to the EA 2013 (including the Supplier Obligation Regulations):

(i) use such amounts to make good any loss, damage, cost or expense suffered or incurred by the CfD Counterparty;

(ii) pass or return those amounts to the Electricity Supplier(s) or other persons entitled thereto pursuant to such regulations; and/or

(iii) use such amounts for the benefit of such Electricity Supplier(s) or other person(s).

# Part 16
# Confidentiality, announcements and freedom of information

## 72. CONFIDENTIALITY

***Confidentiality restrictions: application to the terms of the Contract for Difference***

72.1 Subject to Condition 73 (*Announcements*), the Parties agree that the provisions of the Contract for Difference shall not be treated as Confidential Information and may be disclosed without restriction.

***Generator Confidential Information: obligations of the CfD Counterparty***

72.2 The CfD Counterparty shall keep all Generator Confidential Information confidential and shall not disclose Generator Confidential Information without the prior written consent of the Generator, other than as permitted by Condition 72.4 or to fulfil the CfD Counterparty Permitted Purposes.

72.3 Not used.

72.4 Condition 72.2 shall not prevent the disclosure of Generator Confidential Information by the CfD Counterparty:

(A) on a confidential basis:

(i) to its Representatives to enable or assist the CfD Counterparty to fulfil the CfD Counterparty Permitted Purposes;

(ii) to any Transferee to fulfil the CfD Counterparty Permitted Purposes;

(iii) to any person engaged in providing services to the CfD Counterparty to enable or assist the CfD Counterparty to fulfil the CfD Counterparty Permitted Purposes;

(iv) to any Government Entity (or to its Representatives or to any person engaged in providing services to such Government Entity) where the CfD Counterparty considers such disclosure is required to enable or assist:

(a) the CfD Counterparty to fulfil the CfD Counterparty Permitted Purposes;

(b) such person to: (i) fulfil any of its functions arising out of or in connection with this Contract for Difference or for the purposes of any other FiT Contract for Difference or any other CfD Document; or (ii) perform any function ancillary or related to its functions arising out of or for the purposes of this Contract for Difference or any other FiT Contract for Difference or any other CfD Document; or (iii) fulfil any functions, duties or obligations arising by virtue of or pursuant to the EA 2013; or

(c) any transfer under a Transfer Scheme; or

(v) to any Transmission System Operator, Transmission Licensee or Licensed Distributor, the CfD Settlement Services Provider, the Delivery Body, any BSC Company or any BSC Agent (or to their respective Representatives) to the extent that the CfD Counterparty considers such disclosure is required to enable or assist: (a) the CfD Counterparty to fulfil the CfD Counterparty Permitted Purposes; or (b) such person to fulfil or perform any of its functions, duties or obligations arising out of or in connection with this Contract for Difference or for the purposes of any other FiT Contract for Difference or CfD Document or to fulfil or perform any ancillary or related function, duty or obligation (including any such functions, duties or obligations arising by virtue of or pursuant to the EA 2013),

provided that: (1) the CfD Counterparty shall use reasonable endeavours to inform the recipient of the Generator Confidential Information of the CfD Counterparty's obligations pursuant to Condition 72.2; and (2) in the case of disclosure of Generator Confidential Information pursuant to Condition 72.4(A)(i), 72.4(A)(ii) or 72.4(A)(iii), the CfD Counterparty shall ensure that the recipient of the Generator Confidential Information shall be subject to substantially the same obligation of confidentiality as contained in Condition 72.2;

(B) to enable a Dispute to be instigated, progressed, consolidated with other disputes, settled or determined pursuant to and in accordance with the Dispute Resolution Procedure (except where the relevant Generator Confidential Information has been provided on a "without prejudice" or "without prejudice save as to costs" basis);

(C) to enable a Metering Dispute to be instigated, progressed, settled or determined in accordance with the provisions of the BSC;

(D) (subject to Condition 72.5) to Parliament or to any Parliamentary committee, but only if and to the extent that the CfD Counterparty considers such disclosure is required to enable or assist it to fulfil any CfD Counterparty Permitted Purpose;

(E) (subject to Condition 72.5) to any Secretary of State to enable or assist the Secretary of State to make a disclosure to Parliament or to any Parliamentary committee, but only if and to the extent that the Secretary of State has notified the CfD Counterparty that such disclosure is required to enable or assist the Secretary of State to fulfil its functions;

(F) (subject to Condition 72.5) to any Secretary of State to enable or assist the Secretary of State to make a disclosure to a Subsidy Control Competent Authority or other Competent Authority or otherwise to comply with the Subsidy Control Rules, but only if and to the extent that the CfD Counterparty considers (or the Secretary of State has notified the CfD Counterparty that) such disclosure is required in connection with the application of the Subsidy Control Rules or in connection with any decision by a Subsidy Control Competent Authority relating to those rules;

(G) (subject to Condition 72.5) to a Subsidy Control Competent Authority or other Competent Authority or an interested party under the Subsidy Control Rules, but only if and to the extent that the CfD Counterparty considers such disclosure is necessary in connection with the application of the Subsidy Control Rules or in connection with any decision by a Subsidy Control Competent Authority relating to those rules;

(H) (subject to Condition 72.5) which is required to comply with any Law or Directive having the force of law or, if not having the force of law, compliance with which is in accordance with accepted general practice;

(I) (subject to Condition 74 (*Freedom of information*)) which is required:

(i) by the FoIA; or

(ii) by the EIR;

(J) not used;

(K) to the National Audit Office for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CfD Counterparty has used its resources;

(L) that is otherwise expressly permitted pursuant to the terms, or required for the operation or fulfilment, of the Contract for Difference or any other CfD Document; or

(M) to any Secretary of State or Government Entity to enable or assist the Secretary of State or Government Entity to: (i) make a disclosure to the European Commission or other Competent Authority in order to fulfil a legal obligation, and/or (ii) facilitate transparent public reporting by the Secretary of State or Government Entity, in relation to such Information as may be provided to the CfD Counterparty, or of which the CfD Counterparty has become aware, pursuant to Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*); and the Generator agrees and acknowledges that such Information may be published by the Secretary of State, Government Entity, European Commission or any other Competent Authority.

72.5 Prior to any disclosure of Generator Confidential Information by the CfD Counterparty pursuant to any of Conditions 72.4(D), 72.4(E), 72.4(F), 72.4(G) and 72.4(H), the CfD Counterparty shall use reasonable endeavours to give notice to the Generator of the Generator Confidential Information to be disclosed, provided that:

(A) it is lawful and reasonably practicable in the circumstances to do so; and

(B) in the case of any disclosure pursuant to Condition 72.4(D) or 72.4(E), it is not inconsistent with Parliamentary convention.

***CfD Counterparty: insider dealing and market abuse***

72.6 The Generator shall consult with the CfD Counterparty in good faith, from time to time upon request by the CfD Counterparty, in relation to whether Generator Confidential Information held by the CfD Counterparty (or its Representatives) constitutes at that time Inside Information in relation to (i) the Generator, (ii) any member of the Generator's Group, or (iii) any financial instruments, commodity derivatives, emission allowances (or auctioned products based thereon), of the Generator and/or any member of the Generator's Group. Nothing in this Condition 72.6 is intended to or shall result in the Generator or any of its Representatives incurring any liability whatsoever under or in respect of the CfD Counterparty's (or any of its Representatives') obligations and responsibilities pursuant to UK MAR. The CfD Counterparty consents to receiving any such Inside Information and to being made an insider within the meaning of UK MAR and the CJA if any Inside Information is provided, acknowledges its obligations under UK MAR, and will bring to the attention of its Representatives who, from time to time receive this information, the prohibitions on market abuse set out in UK MAR and on insider dealing contained in Part V of the CJA

***CfD Counterparty: liability for Representatives and service providers***

72.7 The CfD Counterparty shall be responsible for:

(A) any failure by its current or former Representatives or any person to whom Generator Confidential Information is disclosed pursuant to Condition 72.4(A)(ii) or 72.4(A)(iii) to comply with Condition 72.2 as if they were subject to it; and

(B) any use by its current or former Representatives or any person to whom Generator Confidential Information is disclosed pursuant to Condition 72.4(A)(ii) or 72.4(A)(iii), of any Generator Confidential Information in breach of Condition 72.2, as if they were subject to it.

***CfD Counterparty Confidential Information: obligations of the Generator***

72.8 The Generator shall keep all CfD Counterparty Confidential Information confidential and shall not disclose CfD Counterparty Confidential Information without the prior written consent of the CfD Counterparty, other than as permitted by Condition 72.10, or to fulfil the Generator Permitted Purpose.

72.9 Not used.

72.10 Condition 72.8 shall not prevent the disclosure of CfD Counterparty Confidential Information by the Generator:

(A) on a confidential basis:

(i) to its Representatives to enable or assist the Generator to fulfil the Generator Permitted Purpose;

(ii) to members of its Group (and their respective Representatives) to enable or assist the Generator to fulfil the Generator Permitted Purpose;

(iii) to any Transferee to fulfil the Generator Permitted Purpose;

(iv) to providers or prospective providers to the Generator of debt financing, refinancing or credit support and their professional advisers, provided that such disclosure is restricted to Information necessary for the purposes of assessing the provision or potential provision of such financing, refinancing or credit support;

(v) to *bona fide* prospective purchasers of the Facility or, where the Facility is a Dual Scheme Facility, the Generating Station, provided that such disclosure is restricted to Information necessary for the purpose of assessing such potential purchase;

(vi) to any Transmission System Operator, Transmission Licensee or Licensed Distributor, the CfD Settlement Services Provider, the Delivery Body, any BSC Company or any BSC Agent (or to their respective Representatives) to the extent that the Generator considers such disclosure is required to enable or assist: (a) the Generator to fulfil the Generator Permitted Purpose; or (b) such person to fulfil or perform any of its functions, duties or obligations arising out of or in connection with the Contract for Difference or any other FiT Contract for Difference or to fulfil or perform any ancillary or related function, duty or obligation (including any such functions, duties or obligations arising by virtue of or pursuant to the EA 2013);

(vii) for the purposes of:

(a) the examination and certification by its auditors of the Generator's accounts; or

(b) complying with a proper request from the Generator's insurance adviser or insurer on placing or renewing any insurance policies,

provided that: (1) the Generator shall use reasonable endeavours to inform the recipient of the CfD Counterparty Confidential Information of the Generator's obligations pursuant to Condition 72.8; and (2) in the case of disclosure of CfD Counterparty Confidential Information pursuant to Condition 72.10(A)(i), 72.10(A)(ii), 72.10(A)(iii), 72.10(A)(iv) or 72.10(A)(v), the Generator shall ensure that the recipient of the CfD Counterparty Confidential Information shall be subject to substantially the same obligation of confidentiality as contained in Condition 72.8;

(B) to enable a Dispute to be instigated, progressed, consolidated with other disputes, settled or determined pursuant to and in accordance with the Dispute Resolution Procedure (except where the relevant CfD Counterparty Confidential Information has been provided on a "without prejudice" or "without prejudice save as to costs" basis);

(C) to enable a Metering Dispute to be instigated, progressed, settled or determined in accordance with the provisions of the BSC;

(D) (subject to Condition 72.11) which is required to comply with any Law or Directive (including the rules of any securities exchange, clearing system or regulatory body) having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of the Generator; or

(E) Not used;

(F) that is otherwise expressly permitted pursuant to the terms, or required for the operation or fulfilment, of the Contract for Difference or any other CfD Document.

72.11 Prior to any disclosure of CfD Counterparty Confidential Information by the Generator pursuant to Condition 72.10(D), the Generator shall use reasonable endeavours to give notice to the CfD Counterparty of the CfD Counterparty Confidential Information to be disclosed, provided that it is lawful and reasonably practicable in the circumstances to do so.

***Generator: liability for Representatives and service providers***

72.12 The Generator shall be responsible for:

(A) any failure by its current or former Representatives or any person to whom CfD Counterparty Confidential Information is disclosed pursuant to Condition 72.10(A)(ii), 72.10(A)(iii), 72.10(A)(iv) or 72.10(A)(v) to comply with Condition 72.8 as if they were subject to it; and

(B) any use by its current or former Representatives or any person to whom CfD Counterparty Confidential Information is disclosed pursuant to Condition 72.10(A)(ii) or 72.10(A)(iii), of any CfD Counterparty Confidential Information in breach of Condition 72.8 as if they were subject to it; and

(C) any failure by any person to whom CfD Counterparty Confidential Information is disclosed pursuant to Condition 72.10(A)(iv) or 72.10(A)(v) to comply with the restrictions on usage of CfD Counterparty Confidential Information provided for in such Conditions.

***No licence***

72.13 No right or licence is granted to any person in relation to any Confidential Information save as explicitly set out in this Condition 72 (*Confidentiality*).

**73. ANNOUNCEMENTS**

***No announcements***

73.1 The Generator:

(A) shall not, and shall ensure that its directors, officers and employees do not; and

(B) shall use reasonable endeavours to ensure that each of its other current or former Representatives and each member of its Group (and their respective Representatives) do not,

make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Contract for Difference or any other CfD Document or any related or ancillary matter, without the express prior consent of the CfD Counterparty (such consent not to be unreasonably withheld or delayed).

***Generator permitted announcements***

73.2 Notwithstanding Condition 73.1:

(A) the Generator (and its directors, officers and employees) may make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Contract for Difference or any other CfD Document or any related or ancillary matter if and to the extent required by any Law or Directive (including the rules of any securities exchange, clearing system or regulatory body) having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of the Generator, provided that:

(i) the Generator shall use (and shall procure that its directors, officers and employees shall use) reasonable endeavours to agree the contents of such announcement or public statement with the CfD Counterparty before it is made, published, issued or released (such consent not to be unreasonably withheld or delayed); or

(ii) if the contents of such announcement or public statement are not able to be agreed before the making, publishing, issuing or releasing of such announcement or public statement, notify the CfD Counterparty of such announcement or public statement immediately following its being made, published, issued or released; and

(B) neither the Generator (nor any of its directors, officers or employees) shall be precluded from making, publishing, issuing or releasing any announcement or publication in relation to, or which refers to, the Contract for Difference or any other CfD Document or any related or ancillary matter if such announcement or publication:

(i) does not contain any CfD Counterparty Confidential Information;

(ii) will not hinder, preclude, prejudice or otherwise adversely affect or impact upon the CfD Counterparty Permitted Purposes or the CfD Counterparty's ability to fulfil the CfD Counterparty Permitted Purposes (whether in relation to the Contract for Difference or any other FiT Contract for Difference);

(iii) does not relate or refer to any fact, matter or circumstance in respect of a Dispute or a Metering Dispute or which will, or is reasonably likely to, give rise to a Dispute or a Metering Dispute (whether in relation to the Contract for Difference or any other FiT Contract for Difference); and

(iv) will not hinder, preclude, prejudice or otherwise adversely affect or impact upon:

(a) the allocation by the Secretary of State or the CfD Counterparty of FiT Contracts for Difference, including any auction process in relation thereto;

(b) any application by any person for a FiT Contract for Difference,

provided that the Generator shall notify the CfD Counterparty of such announcement or public statement immediately following its being made, published, issued or released.

73.3 Condition 73.2 shall apply (with the necessary modifications) to any announcement or public statement made, published, issued or released (or proposed to be so made, published, issued or released) by any of the persons referenced in Condition 73.1(B).

***CfD Counterparty permitted announcements***

73.4 The CfD Counterparty may make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Contract for Difference or any other CfD Document or any related or ancillary matter that it considers to be necessary, desirable or appropriate (acting reasonably), provided that, if and to the extent that such announcement or statement contains any Generator Confidential Information, the making, publication, issue or release of such announcement or public statement does not breach any of Conditions 72.2 or 72.5.

**74. FREEDOM OF INFORMATION**

***Generator acknowledgements and undertakings***

74.1 The Generator acknowledges and agrees that the CfD Counterparty:

(A) is subject to the requirements of the FoIA and the EIR;

(B) may be obliged under the FoIA or the EIR to disclose Generator Confidential Information:

(i) in certain circumstances without consulting or obtaining consent from the Generator; or

(ii) following consultation with the Generator and having taken their views into account,

provided always that where (i) above applies the CfD Counterparty shall draw this to the attention of the Generator prior to any disclosure; and

(C) shall be responsible for determining in its absolute discretion (subject to any decision of the Information Commissioner following an application under section 50 of the FoIA and the outcome of any subsequent appeal to the Tribunal if applicable), whether the FoIA Information it holds (or that is held on its behalf) that is the subject of a Request for Information:

(i) is exempt or excepted from disclosure pursuant to the FoIA or the EIR, as appropriate; or

(ii) is to be disclosed in response to a Request for Information,

and, for the purposes of this Condition 74.1(C), any notification to the CfD Counterparty which identifies FoIA Information as being Generator Confidential Information is of indicative value only and the CfD Counterparty may nevertheless be obliged to disclose such FoIA Information in accordance with the requirements of the FoIA and the EIR.

74.2 The Generator:

(A) shall not, and shall ensure that its directors, officers and employees do not; and

(B) shall use reasonable endeavours to ensure that each of its other current or former Representatives and each member of its Group (and their respective Representatives) do not,

respond directly to a Request for Information unless expressly authorised to do so in writing by the CfD Counterparty.

74.3 The Generator undertakes to assist and co-operate with the CfD Counterparty, at the Generator's cost, to enable the CfD Counterparty to comply with its obligations pursuant to the FoIA and the EIR.

***Requests for Information: procedure***

74.4 If the CfD Counterparty receives a Request for Information in relation to FoIA Information that the Generator is holding on behalf of the CfD Counterparty and which the CfD Counterparty does not hold itself, the CfD Counterparty shall notify the Generator as to the FoIA Information to which the Request for Information relates and the Generator shall:

(A) as soon as reasonably practicable (and in any event within five (5) Business Days, or such longer period as is specified by the CfD Counterparty, after the CfD Counterparty's request) provide the CfD Counterparty with a copy of all such FoIA Information in the form that the CfD Counterparty requests; and

(B) provide all assistance reasonably requested by the CfD Counterparty in respect of any such FoIA Information to enable the CfD Counterparty to respond to a Request for Information within the time for compliance set out in section 10 of the FoIA or regulation 5 of the EIR.

74.5 Following notification under Condition 74.4 and until the Generator has provided the CfD Counterparty with all the FoIA Information specified in Condition 74.4(A), the Generator may make representations to the CfD Counterparty whether or on what basis the FoIA Information requested should be disclosed, and whether further Information should reasonably be provided to identify and locate the FoIA Information requested.

74.6 The Generator shall ensure that all FoIA Information held on behalf of the CfD Counterparty is retained for disclosure and shall permit the CfD Counterparty to inspect such FoIA Information as requested from time to time.

74.7 If the Generator receives a Request for Information in relation to the CfD Counterparty or in connection with the Contract for Difference, the Generator shall as soon as reasonably practicable forward such Request for Information to the CfD Counterparty after receipt and in any event within two (2) Business Days, and this Condition 74 (*Freedom of information*) shall apply as if the Request for Information had been received by the CfD Counterparty.

***Publication schemes***

74.8 Nothing in this Condition 74 (*Freedom of information*) shall restrict or prevent the publication by the CfD Counterparty of any FoIA Information in accordance with:

(A) any publication scheme (as defined in the FoIA) adopted and maintained by the CfD Counterparty in accordance with the FoIA;

(B) any model publication scheme applicable to the CfD Counterparty as may be approved by the Information Commissioner; or

(C) the obligation to proactively release information under Regulation 4(1)(a) of the EIR,

provided that, in deciding whether to publish Generator Confidential Information in accordance with any such publication scheme or model publication scheme, the CfD Counterparty shall take account of whether such Generator Confidential Information would be exempt from disclosure pursuant to the FoIA or the EIR.

# Part 17
# Miscellaneous

## 75. INTELLECTUAL PROPERTY RIGHTS

***Retention of Intellectual Property Rights***

75.1 Nothing in this Contract for Difference shall transfer any ownership of any Intellectual Property Rights acquired or developed by or on behalf of any Party, whether pursuant to or independently from (and whether before or during the term of) this Contract for Difference, any other CfD Document or (in the case of the CfD Counterparty) any other FiT Contract for Difference.

***Licence of Intellectual Property Rights***

75.2 Each Party hereby grants to the other Party with effect from the Agreement Date and subject to Condition 75.3(B) for the duration of the Term, a licence of any Intellectual Property Rights that are created by it, or on its behalf, pursuant to the terms of the Contract for Difference, any other CfD Document or (in the case of the CfD Counterparty) any other FiT Contract for Difference that:

(A) it owns; or

(B) is licensed to it (but only to the extent that it has the right to sub-license such Intellectual Property Rights),

on a non-exclusive, royalty-free, non-transferable basis and (subject to Condition 75.3) solely for the CfD Counterparty Restricted Purposes (in the case of the CfD Counterparty as licensee) or the Generator Permitted Purpose (in the case of the Generator as licensee).

75.3 The licence granted pursuant to Condition 75.2 shall:

(A) permit each Party to sub-license to the extent required for the CfD Counterparty Restricted Purposes (in the case of the CfD Counterparty as licensee) or the Generator Permitted Purpose (in the case of the Generator as licensee); and

(B) permit each Party to use and sub-license the Intellectual Property Rights after expiry or termination of the Contract for Difference, but only for the CfD Counterparty Restricted Purposes (in the case of the CfD Counterparty) or the Generator Permitted Purpose (in the case of the Generator).

***Indemnity for infringement of Intellectual Property Rights***

75.4 The Generator shall promptly on demand from time to time indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against all liabilities, costs, expenses, damages and losses (including legal costs) incurred in respect of any actual infringement of third party Intellectual Property Rights arising from the use by the CfD Counterparty (or any entity that is sub-licensed in accordance with Condition 75.3) of Intellectual Property Rights licensed to the CfD Counterparty by the

Generator pursuant to Condition 75.2, provided that such infringement has arisen from the use of such Intellectual Property Rights in accordance with the CfD Counterparty Restricted Purposes.

75.5 The CfD Counterparty shall promptly on demand from time to time indemnify the Generator, and keep the Generator fully and effectively indemnified, against all liabilities, costs, expenses, damages and losses (including legal costs) incurred in respect of any actual infringement of third party Intellectual Property Rights arising from the use by the Generator (or any entity that is sub-licensed in accordance with Condition 75.3(A)) of Intellectual Property Rights licensed to the Generator by the CfD Counterparty pursuant to Condition 75.2, provided that such infringement has arisen from the use of such Intellectual Property Rights in accordance with the Generator Permitted Purpose.

## 76. GENERATOR CO-OPERATION: SUBSIDY CONTROL RULES

76.1 If the CfD Counterparty is notified or becomes aware that a Subsidy Control Competent Authority or other Competent Authority has decided that the CfD Counterparty or other public body must recover any subsidy granted or paid in relation to the Contract for Difference and that decision has not been annulled, the CfD Counterparty shall, if it is the party to which such order is addressed or if otherwise required by the Secretary of State, give notice as soon as reasonably practicable to the Generator of the sums to be repaid and any other actions necessary to ensure compliance with a Subsidy Control Competent Authority or other Competent Authority's decision and the Generator shall repay or procure the repayment of the relevant sums so notified to the CfD Counterparty or as the CfD Counterparty directs and take any other necessary actions so notified without delay.

76.2 The Generator shall, on reasonable notice and at its own cost:

(A) do or procure the doing of all acts and execute or procure the execution of all documents; and

(B) provide the CfD Counterparty with the Information and assurances,

reasonably necessary for the CfD Counterparty or other public body to comply with the terms of any decision of a Subsidy Control Competent Authority or other Competent Authority pursuant to the Subsidy Control Rules in relation to the Contract for Difference and any other FiT Contracts for Difference.

## 77. GENERATOR ACKNOWLEDGEMENTS: GENERAL

***Generator responsibility for advice and appraisal***

77.1 The Generator acknowledges and agrees that none of the CfD Counterparty, the CfD Settlement Services Provider, the Delivery Body or the Secretary of State (nor any of their respective Representatives):

(A) is:

(i) acting as a fiduciary of the Generator; or

(ii) advising the Generator (including as to any financial, legal, tax, investment, accounting or regulatory matters in any jurisdiction); or

(B) shall have any liability, duty, responsibility or obligation to the Generator with respect thereto.

***CfD Counterparty contracting as principal***

77.2 The Generator acknowledges and agrees that:

(A) the CfD Counterparty is contracting as principal and not on behalf of or as an agent for the Secretary of State or the Delivery Body;

(B) it shall not have or bring any claim or action against the Secretary of State or the Delivery Body (or their respective Representatives), or the Representatives of the CfD Counterparty, in respect of the Contract for Difference or any other CfD Document;

(C) nothing in the Contract for Difference or any other CfD Document shall impute or impose any liability, duty, responsibility or obligation upon the CfD Counterparty (other than pursuant to and in accordance with the express terms of the Contract for Difference or any other CfD Document); and

(D) it shall not hold itself out as having any authority to act for or represent the CfD Counterparty in any way, nor act in any way which confers on the Generator any express, implied or apparent authority to incur any obligation or liability on behalf of the CfD Counterparty.

***Generator's relationship with the CfD Settlement Services Provider***

77.3 The Generator acknowledges and agrees that it shall not have or bring any claim or action against the CfD Settlement Services Provider in respect of any breach of the Contract for Difference (or any other CfD Document) or any loss, damage, cost or expense suffered or incurred thereunder and that its sole recourse for any breach of the Contract for Difference (or any other CfD Document) or any loss, damage, cost or expense suffered or incurred thereunder shall be against the CfD Counterparty.

**78. NO PARTNERSHIP**

Nothing in the Contract for Difference or any other CfD Document and no action taken by the Parties pursuant to the Contract for Difference or any other CfD Document shall constitute a partnership, joint venture or agency relationship between the Parties.

**79. TRANSFERS**

***Restriction on Transfers***

79.1 Save as expressly permitted by this Condition 79 (*Transfers*), neither Party may:

(A) assign to any person all or any of its rights or benefits under the Contract for Difference or any other CfD Document;

(B) make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any person all or any of its rights or benefits under the Contract for Difference or any other CfD Document; or

(C) transfer (whether by way of novation, sub-contract, delegation or otherwise) to any person, or enter into an arrangement whereby any person is to perform, any or all of its obligations under the Contract for Difference or any other CfD Document,

(each, a "**Transfer**", and "**Transferee**", which expression shall (where the context so requires) be deemed to include any transferee under a Transfer Scheme, shall be construed accordingly), without the prior written consent of the other Party.

***Permitted Transfers by the CfD Counterparty***

79.2 Notwithstanding Condition 79.1, a Transfer of the CfD Counterparty's rights or obligations may be effected, without the consent of the Generator, to any person by or by virtue of a Transfer Scheme.

***Other permitted assignments by the CfD Counterparty***

79.3 Notwithstanding Condition 79.1, the CfD Counterparty shall be entitled, without the consent of the Generator, to assign to any person all or any of its rights or benefits under the Contract for Difference and any other CfD Document on such terms as the CfD Counterparty considers appropriate.

***Permitted delegation by the CfD Counterparty***

79.4 Notwithstanding Condition 79.1, the CfD Counterparty shall be entitled, without the consent of the Generator, to sub-contract or delegate to any person, or enter into an arrangement whereby any person is to perform, any or all of its obligations under the Contract for Difference and any other CfD Document on such terms as the CfD Counterparty considers appropriate, provided that the CfD Counterparty shall not be relieved of any of its obligations under the Contract for Difference and any other CfD Document and shall be liable for the acts and omissions of any person to whom it sub-contracts or delegates or with whom it enters into an arrangement to perform any or all of its obligations under the Contract for Difference and any other CfD Document.

***General provisions relating to permitted transfers***

79.5

(A) If the CfD Counterparty effects or proposes to effect a Transfer referred to in Conditions 79.2, 79.3 or 79.4, the Generator shall enter into such further agreements and do all such other things as are necessary to substitute the relevant Transferee for the CfD Counterparty in respect of the rights, benefits, obligations or liabilities that are, or are to be, the subject of the Transfer (the "**Transferring Rights and Obligations**") and to give effect to any consequential amendments to the Contract for Difference (or other relevant CfD Document) that are necessary to give effect to such transfer.

(B) To the extent practicable, the CfD Counterparty shall give the Generator not less than ten (10) Business Days' prior written notice specifying the identity of the Transferee and the Transferring Rights and Obligations, provided that no such prior written notice shall be required in respect of any Transfer: (i) by or by virtue of a Transfer Scheme; or (ii) pursuant to Condition 79.4.

**Permitted assignment by the Generator**

79.6 Notwithstanding Condition 79.1, the Generator shall be entitled, without the consent of the CfD Counterparty, to assign all (but not part only) of its rights and benefits under the Contract for Difference and any other CfD Document by way of security to or in favour of:

(i) a Lender;

(ii) any Affected Person;

(iii) any parent undertaking of the Generator which provides funding in relation to the Facility; or

(iv) any agent or security trustee on behalf of any Lender or Affected Person or any parent undertaking of the Generator referred to in (iii) above.

The Generator shall give the CfD Counterparty not less than ten (10) Business Days' written notice prior to effecting an assignment pursuant to this Condition 79.6 and shall specify in such notice the identity of the assignee and provide such details in relation to such assignee as the CfD Counterparty may reasonably request having received such notification.

79.7 The CfD Counterparty shall enter into a Direct Agreement with, and at the request of, any person (or with any agent or security trustee on the relevant person's behalf):

(i)

(a) who is a Lender with the benefit of first ranking security over all or substantially all of the assets of the Generator (including its rights in respect of the Facility and under the Contract for Difference); and

(b) who is an Affected Person (or an agent or security trustee on an Affected Person's behalf) with the benefit of first ranking security over all or substantially all of the assets of the Generator (including its rights in respect of the Facility and under the Contract for Difference); and

(ii) in whose favour the Generator assigns its rights under the Contract for Difference and any other CfD Document in accordance with Condition 79.6.

***Other Transfers by the Generator; Stapling obligation***

79.8 If the consent of the CfD Counterparty to the transfer by the Generator of all or substantially all of the Generator's rights, benefits and obligations under the Contract for Difference and any other CfD Document to a Transferee is required and is given, the Generator shall transfer ownership of the Facility to the same Transferee contemporaneously with the Transfer. Any Transfer effected, or purported to be effected, in breach of this Condition 79.8 shall be ineffective and void.

***Costs***

79.9 The CfD Counterparty shall, promptly on demand from time to time, indemnify the Generator, and keep the Generator fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the Generator and which would not have been incurred but for a Transfer of the rights and obligations of the CfD Counterparty being effected by or by virtue of a Transfer Scheme.

***KYC Notification***

79.10 The Generator shall notify the CfD Counterparty as soon as reasonably practicable of any proposed or actual:

(A) change of the Generator's legal name;

(B) Change of Ownership;

(C) change of Ultimate Investor; and/or

(D) change of the Generator's legal jurisdiction,

each a ("**KYC Notice**").

79.11 A KYC Notice shall include, where relevant:

(A) details of the Generator's new legal name;

(B) details of the new ownership structure (legal and beneficial) that would apply following such Change of Ownership;

(C) details of any incoming or outgoing Ultimate Investor; and/or

(D) details of the Generator's new legal jurisdiction.

79.12 Each KYC Notice shall be accompanied by a Director's Certificate in relation to the information contained in, and enclosed with, the KYC Notice.

## 80. NOTICES

***Form of notices***

80.1 Any notice to be given pursuant to the Contract for Difference, or any other CfD Document, shall be effective only if it is in writing and is in English. Faxes are not permitted and, unless otherwise expressly stated, website publication is not permitted, but email and submission to the CfD Counterparty's electronic portal are permitted.

***Pro forma notices***

80.2 Where these Conditions permit, or require, either Party to give a notice to the other Party such notice shall be in substantially the form set out in Annex 8 (*Pro forma notices*) (each such notice, a "**Pro Forma**"). The foregoing: (i) shall be without prejudice to the requirement for the relevant notice to include such content as may be prescribed by the relevant Condition; and (ii) shall apply only if a Pro Forma in respect of the relevant Condition is contained in Annex 8 (*Pro forma notices*).

***Notice details***

80.3 The notice details of the Parties as at the Agreement Date are set out in the CfD Agreement.

***Changes to notice details***

80.4 A Party may change its notice details on giving notice to the other Party in accordance with this Condition 80 (*Notices*). Such notice shall be effective only from:

(A) the date specified in such notice (being not less than three (3) Business Days after the date of delivery or deemed delivery of such notice); or

(B) (if no date is specified in such notice or the date specified is fewer than three (3) Business Days after the date of delivery or deemed delivery of such notice) the date falling three (3) Business Days after the notification has been received.

***Deemed delivery***

80.5 Any notice given pursuant to the Contract for Difference or any other CfD Document shall, without evidence of earlier receipt, be deemed to have been received:

(A) if delivered by hand, on the Business Day of delivery or, if delivered on a day other than a Business Day, on the next Business Day after the date of delivery;

(B) if sent by first class post within the United Kingdom, on the third (3rd) Business Day after the day of posting;

(C) if sent from one country to another, on the fifth (5th) Business Day after the day of posting;

(D) if sent by email, when sent except that an email shall be deemed not to have been sent if the sender receives a delivery failure notification; or

(E) if submitted to the CfD Counterparty's electronic portal, when submitted except that an electronic portal submission shall be deemed not to have been submitted if the Party submitting the electronic portal submission receives an upload failure notification,

provided that any notice given outside Working Hours in the place to which it is addressed (or, in the case of a notice sent by email, the location of the person to whom it is addressed) shall be deemed not to have been given until the start of the next period of Working Hours in such place.

***Notice requirements***

80.6 Except where expressly stated to the contrary, each notice given by the CfD Counterparty to the Generator, or by the Generator to the CfD Counterparty, pursuant to the Contract for Difference or any other CfD Document must be duly signed (including, in the case of notice by way of email, by Electronic Signature (and "**Electronic Signature**" shall have the meaning given to that term in the Electronic Communications Act 2000)):

(A) in the manner, and by the person, specified in the relevant provision of the Contract for Difference or CfD Document; or

(B) (where no such requirement is specified) by an authorised signatory of the relevant Party.

**Disapplication of notice provisions**

80.7 This Condition 80 (*Notices*) shall not apply in relation to any document relating to service of process (including in respect of the service of Service Documents).

**Website publication**

80.8 The CfD Counterparty may deliver:

(A) NOT USED.

(B) any TLM(D) Charges Report to the Generator pursuant to Condition 47.1,

by publishing such report on its website (provided that this Condition 80.8 shall apply to the Contract for Difference only if Part 10 (*TLM(D)*) is expressed to apply to the Contract for Difference in the CfD Agreement).

## 81. COSTS

81.1 Subject to Condition 81.2, each Party shall bear all costs and expenses incurred by it in connection with the entry into the Contract for Difference and each other CfD Document, including all costs and expenses incurred in connection with the negotiation, preparation, execution, performance and carrying into effect of, and compliance with, the Contract for Difference and each other CfD Document.

81.2 Condition 81.1 is subject to any provision of the Contract for Difference or any other CfD Document which expressly provides for the Generator to bear the costs and expenses of

the CfD Counterparty (or to pay or reimburse or indemnify the CfD Counterparty in respect of such costs and expenses) in respect of which such costs and expenses shall comprise all out-of-pocket costs and expenses (including all legal and other advisory and consultants' fees) properly incurred by the CfD Counterparty in relation to the relevant matter. Where such costs and expenses are required to be apportioned between the Generator and one (1) or more other CfD Generators, the CfD Counterparty shall apportion such costs between the Generator and such other CfD Generators (for this purpose ignoring the proviso in the definition of CfD Generators in Condition 1.1) in such proportion as the CfD Counterparty (acting reasonably) deems fair and equitable.

**82. FURTHER ASSURANCE**

Each Party shall at its own cost do or procure the doing of all things and execute or procure the execution of all further documents necessary to give full force and effect to and securing to the other Party the full benefit of the rights, powers and benefits conferred upon it under or pursuant to the Contract for Difference and all other CfD Documents save that the CfD Counterparty shall not be required pursuant to this Condition 82 (*Further assurance*) to exercise or perform any statutory power or duty.

**83. THIRD PARTY RIGHTS**

83.1 Conditions 77.1, 77.2 and 77.3 confer benefits on the CfD Settlement Services Provider, the Secretary of State, the Delivery Body and their respective Representatives (each, a "**Third Party**") (such Conditions being "**Third Party Provisions**").

83.2 Subject to the remaining provisions of this Condition 83 (*Third party rights*), the Third Party Provisions are intended to be enforceable by the Third Parties by virtue of the C(RTP) Act.

83.3 The Parties do not intend that any term of the Contract for Difference, other than the Third Party Provisions, should be enforceable, by virtue of the C(RTP) Act, by any person who is not a Party.

83.4 Notwithstanding this Condition 83 (*Third party rights*), the Contract for Difference may be varied in any way and at any time by the Parties without the consent of any Third Party.

**84. NO VARIATION**

84.1 Subject to Condition 84.2, no variation to the provisions of the Contract for Difference shall be valid unless it is in writing and signed by each Party.

84.2 Condition 84.1 is subject to the operation of:

(A) Condition 39 (*Change in Applicable Law: Procedure*);

(B) Annex 2 (*Change Control Procedure*);

(C) paragraphs 1.7, 2.12, 3.2 and 4.6 to 4.8 of Part A of Annex 4 (*BMRP*) (provided that this paragraph (C) shall apply to the Contract for Difference only if Annex 4 (*BMRP*) is expressed to apply to the Contract for Difference in the CfD Agreement);

(D) paragraphs 1.12, 2.5 and 2.6 of Part A of Annex 5 (*IMRP*) (provided that this paragraph (D) shall apply to the Contract for Difference only if Annex 5 (*IMRP*) is expressed to apply to the Contract for Difference in the CfD Agreement); and

(E) Part D of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)* (provided that this paragraph (E) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement).

## 85. COUNTERPARTS

The Contract for Difference may be executed in any number of counterparts and by the Parties to it on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original but all of the counterparts together shall constitute one and the same instrument.

## 86. GOVERNING LAW AND JURISDICTION

86.1 The Contract for Difference, the other CfD Documents and any matter, claim or dispute arising out of or in connection with them (including any Dispute) shall be governed by and construed in accordance with English law.

86.2 Any Dispute shall be finally determined or resolved in accordance with the Dispute Resolution Procedure.

86.3 Any Metering Dispute shall be finally determined or resolved in accordance with Condition 63 (*Metering Disputes*).

## 87. AGENT FOR SERVICE OF PROCESS

### *Application*

87.1 This Condition 87 (*Agent for service of process*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

### *Service Agent*

87.2 The Generator irrevocably appoints the Service Agent to be its agent for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Metering Dispute. It agrees that any Service Document and any claim form, application notice, order, judgment or other document relating to any Metering Dispute may be effectively served on it in England and Wales by service on its Service Agent effected in any manner permitted by the Civil Procedure Rules.

### *Replacement*

87.3 If the Service Agent at any time ceases for any reason to act as such, the Generator shall appoint a replacement agent for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Metering Dispute having an address for service in England or Wales and shall notify the CfD Counterparty of the name and address of the replacement agent. Failing such

appointment and notification, the CfD Counterparty shall be entitled by notice to the Generator to appoint a replacement agent to act on behalf of the Generator for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Metering Dispute. The provisions of this Condition 87 (*Agent for service of process*) applying to service on a Service Agent apply equally to service on a replacement agent.

***Service of process***

87.4 A copy of any Service Document or any claim form, application notice, order, judgment or other document relating to any Metering Dispute served on an agent shall be sent by post to the Generator. Failure or delay in so doing shall not prejudice the effectiveness of service of the relevant document.

**88. LANGUAGE**

***English language***

88.1 All Information provided by the Generator to the CfD Counterparty pursuant to the Contract for Difference or any other CfD Document shall be in English unless otherwise agreed by the CfD Counterparty.

***Translations***

88.2 In the case of any Information which is translated into English, prior to its being delivered to the CfD Counterparty pursuant to the Contract for Difference or any other CfD Document, the Generator shall ensure that any such translation is carried out (at the Generator's cost) by a recognised and appropriately qualified and skilled translation agent.

88.3 The CfD Counterparty shall be entitled to assume the accuracy of and rely upon the English translation of any Information provided pursuant to Condition 88.2 and the English translation shall prevail.

**89. HYBRID METERING - APPROVAL**

89.1 The Generator may, at any time during the Term, give a notice to the CfD Counterparty to request approval for the Facility to become part of a Hybrid BM Unit (a "**Hybrid Metering Notice**"). A Hybrid Metering Notice shall:

(A) include the Generator's proposal for the Adjusted Facility Description which reflects the Facility as part of a Hybrid BM Unit, including sufficient Information to identify:

(i) the Facility;

(ii) the proposed Related Facility (which may (without limitation) include any assets which formed but no longer form part of the Facility pursuant Condition 5 (*Adjustment to Installed Capacity Estimate: Relevant Construction Event and Relevant planning restriction*), Condition 6 (*Adjustment to Installed Capacity Estimate: Permitted reduction*) and

Condition 7 (*Final Installed Capacity; Maximum Contract Capacity*)), differentiating between Merchant Capacity Assets and any Related Facility CfD Assets;

(iii) the Generator's estimate of the proposed Related Facility's Related Facility Capacity (the "**Estimated Related Facility Capacity**"); and

(iv) the location of the Facility BM Units and relevant metering equipment of the Facility and Related Facility; and

(B) be accompanied by a Directors' Certificate in relation to the information contained in and enclosed with the Hybrid Metering Notice.

89.2 Within forty (40) Business Days of the Hybrid Metering Notice, the CfD Counterparty may request the Generator to provide any Supporting Information it considers necessary to assess the Hybrid Metering Notice.

89.3 The CfD Counterparty shall, no later than forty (40) Business Days after the receipt of (i) the Hybrid Metering Notice and (ii) any Supporting Information requested under Condition 89.2, give a notice (a "**Hybrid Metering Response Notice**") to the Generator to specify whether the Hybrid Metering Notice has been approved or rejected in accordance with Condition 89.4.

89.4 The CfD Counterparty shall approve the Hybrid Metering Notice if it is satisfied that the request in the Hybrid Metering Notice does not:

(A) adversely affect the operation of the Contract for Difference;

(B) reduce the accuracy or reliability of the calculation of Difference Amounts by the CfD Counterparty;

(C) adversely affect the revenues and/or costs of the CfD Counterparty;

(D) alter the overall balance of risks, benefits and liabilities of the CfD Counterparty, in each case, pursuant to the Contract for Difference;

(E) involve more than one Facility Generation Technology sharing any of the Facility BM Units; or

(F) except where the Facility Generation Technology is Tidal Stream, involve any Generating Unit(s) being connected to or forming part of the Facility BM Unit(s), where such Generating Unit(s):

(i) do not form part of the Facility; and

(ii) are subject to another FiT Contract for Difference which relates to the allocation round in which the FiT CfD Application was made.

89.5 For the purpose of Condition 89.4, Offshore Wind, Floating Offshore Wind, Other Deepwater Offshore Wind, Onshore Wind, and Remote Island Wind shall not be deemed as one Facility Generation Technology.

89.6 Where a Hybrid Metering Notice is approved:

(A) the date of the relevant Hybrid Metering Response Notice shall be the "**Hybrid Metering Approval Date**";

(B) the proposed updated Facility description included in the Hybrid Metering Notice shall be the "**Adjusted Facility Description**" and the proposed Related Facility in the Hybrid Metering Notice shall be the "**Approved Related Facility**" (both of which may be further adjusted between the Parties under paragraph 13 of Annex 9 (Hybrid Metering – Transition and Amendment)); and

(C) Annex 9 (Hybrid Metering – Transition and Amendment) shall apply.

## Schedule 1
## Conditions Precedent

### Part A
### Initial Conditions Precedent

Delivery to the CfD Counterparty of the following:

(A) a legal opinion addressed to the CfD Counterparty, in form and content satisfactory to the CfD Counterparty (acting reasonably), from the legal advisers to the Generator confirming that the Generator:

(i) is duly formed and validly existing under the laws of the jurisdiction of formation; and

(ii) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, the Contract for Difference and the other CfD Documents;

(B) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, of compliance by the Generator with “know your customer” or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Contract for Difference and the other CfD Documents;

(C) a description of the Facility, in form and content satisfactory to the CfD Counterparty (acting reasonably), including:

(i) details of the assets comprising the Facility; and

(ii) an aerial view of the unique geographical location of the Facility, whether an extract from the Ordnance Survey map or equivalent, showing the proposed locations of: (a) the Facility; (b) the Facility Metering Equipment; and (c) (if the Facility Generation Technology is Offshore Wind) the Offshore Transmission System;

(D) a description of any Electricity Storage Facility, in form and content satisfactory to the CfD Counterparty (acting reasonably), including details of any assets relating to Electricity Storage or Electricity Storage Facilities which are intended to be located within the Facility site or be used by or be associated with the Facility;

(E) a description of the Facility, in form and content satisfactory to the CfD Counterparty (acting reasonably), including a process flow diagram of the Facility, demonstrating that the Facility will comply with the Physical Separation Requirement, provided that this paragraph (E) shall apply only if the Facility Generation Technology is Advanced Conversion Technology;

(F) a copy of the Facility CIB Requirements Statement and a statement supported by a Director's Certificate setting out whether the Facility CIB Requirements

Statement has been withdrawn or revised and if so, details of such withdrawal or revision, provided that this paragraph (F) shall only apply to the Contract for Difference if the Facility Generation Technology is Offshore Wind; and

(G) if the Project is an Unconsented Project, evidence, in form and content satisfactory to the CfD Counterparty and accompanied by a Director's Certificate, that either:

(i) none of the Relevant Applicable Planning Consents has been refused; or

(ii) in respect of each Relevant Applicable Planning Consent that has been refused, either:

(a) the applicable Judicial Window has not passed; or

(b) an application for Relevant Court Proceedings has been made in respect of such refusal within the Judicial Window and is still being pursued by the Generator.

## Part B
## Operational Conditions Precedent

**1. NOT USED**

**2. OPERATIONAL**

2.1 Delivery to the CfD Counterparty of the following:

(A) written confirmation from the CfD Settlement Services Provider that:

(i) it has received the CfD Settlement Required Information which is required from the Generator prior to the Start Date; and

(ii) the Generator has in place the systems and processes which are necessary for the continued provision of the CfD Settlement Required Information;

(B) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that an Installed Capacity of not less than eighty per cent. (80%) of the Installed Capacity Estimate has been Commissioned;

(C) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Generator is complying in full with the Metering Compliance Obligations at Conditions 31.1(A) and 31.1(E);

(D) a date and time stamped copy of the electrical schematic diagram, certified as being correct and up to date by a director or company secretary of the Generator and showing the locations of the Facility Metering Equipment associated with all assets comprised within the Facility (including details of the type of BSC-approved metering and Communications Equipment installed in compliance with the Metering Compliance Obligation and any relevant MSID); and

(E) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that all Communications Equipment relating to the Facility Metering Equipment is fully compliant with the BSC;

(F) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, of compliance by the Generator with "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the CfD and the other CfD Documents;

(G) a Supply Chain Implementation Statement in respect of the Project (provided that, this paragraph 2.1(G) shall not apply to the Contract for Difference:

(i) if the Facility has an Initial Installed Capacity Estimate less than 300MW; or

(ii) if the Facility Generation Technology is Offshore Wind); and

(H) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Facility satisfies the floating offshore wind conditions set out in Regulation 27ZA of the Contracts for Difference (Allocation) Regulations 2014 (provided that this paragraph 2.1(H) shall apply to the Contract for Difference only if the Facility Generation Technology is specified to be Floating Offshore Wind);

(I) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that:

(i) no generating assets forming part of the Facility were Commissioned before the FiT CfD Application Date; and

(ii) the Existing Generating Assets have been decommissioned (within the meaning of Condition 1.21(A)),

(provided that this paragraph 2.1(I) shall apply to the Contract for Difference only if the Facility is specified in the CfD Agreement to be a Repowering Facility);

(J) A declaration, in form and content satisfactory to the CfD Counterparty, acting reasonably, that:

(i) the Generator is not in receipt of any subsidy in respect of generation by the Existing Generating Assets; and

(ii) the Required Operational Life has elapsed since the Existing Generating Assets commenced commercial operation,

(provided that this paragraph 2.1(J) shall apply to the Contract for Difference only if the Facility is specified in the CfD Agreement to be a Repowering Facility);

(K) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Facility satisfies the other deepwater offshore wind conditions set out in the Contract Allocation Framework (provided that this paragraph 2.1(K) shall apply to the Contract for Difference only if the Facility Generation Technology is specified to be Other Deepwater Offshore Wind);

(L) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that all of the Hybrid Metering Conditions have been satisfied (provided that this paragraph 2.1(L) shall apply to the Contract for Difference only if the Hybrid Metering Physical Transition Date has occurred prior to the Start Date).

2.2 Delivery to the CfD Counterparty of a copy of: (i) a valid CHPQA Certificate; and (ii) a valid CHPQA Guidance Note 44 Certificate, each certified as being correct and up to date by a director of the Generator (provided that this paragraph 2.2 shall apply to the Contract for Difference only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement).

2.3 The FMS Procedures having been documented and agreed between the CfD Counterparty and the Generator (provided that this paragraph 2.3 shall apply to the

Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement).

2.4 The Generator having given the CfD Counterparty not less than three (3) months' notice of the intended Start Date (provided that this paragraph 2.4 shall apply to the Contract for Difference only if the Generator is an Embedded Generator).

2.5 The Generator having notified the CfD Counterparty of the counterparty with which it has entered into a Market Supply Agreement and provided a duly executed copy of the same, certified as being correct and up to date by a director or company secretary of the Generator (provided that this paragraph 2.5 shall apply to the Contract for Difference only if the Generator is an Embedded Generator).

2.5A The Generator having delivered to the CfD Counterparty evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Generator is complying in full with the Physical Separation Requirement, provided this paragraph 2.5A shall apply only if the Facility Generation Technology is Advanced Conversion Technology.

***Subsidy Declaration Operational CP***

2.6 Delivery to the CfD Counterparty of a written confirmation from the Generator, in form and content satisfactory to the CfD Counterparty (acting reasonably), that either:

(A) no Subsidy, State aid or Union Funding has been received by the Generator or by any other person in relation to the costs of the Project (excluding the subsidy arising under this Contract for Difference); or

(B) Subsidy, State aid and/or Union Funding has been received by the Generator or by any other person in relation to the costs of the Project (excluding the subsidy arising under this Contract for Difference), and that such Subsidy, State aid and/or Union Funding (as applicable) (adjusted for interest in accordance with Condition 32.11) has been repaid to the granter of the subsidy, aid or funding in full.

## Schedule 2
## Clean Industry Bonus

### 1. DEFINITIONS: SCHEDULE 2

1.1 In this Schedule 2 (*Clean Industry Bonus*):

"**Aggregate Facility CIB Extra Commitment Reward Amount**" has the meaning given to that term in paragraph 6.4;

"**CIB Allocation Framework**" means the sustainable industry reward allocation framework (as that term is defined in the Contracts for Difference (Allocation) Regulations 2014) that relates to the allocation round in which the FiT CFD Application was made;

"**CIB Extra Commitment**" means obligations which must be fulfilled in order to receive a Clean Industry Bonus, as contemplated in Regulation 28C(a)(iii) of the Contract for Difference (Allocation) Regulations 2014 (other than any obligation fulfilled or to be fulfilled or investment made or to be made to meet CIB Minimum Standards);

"**CIB Extra Commitment Reward Amount Instalments**" has the meaning given to it in paragraph 6.6;

"**CIB Financial Minimum Standards**" means financial minimum standards, as defined in the Electricity Market Reform (General) Regulations 2014;

"**CIB Implementation Statement**" means a sustainable industry reward implementation statement, as defined in the Electricity Market Reform (General) Regulations 2014;

"**CIB Implementation Statement Application**" means a sustainable industry reward implementation application, as defined in the Electricity Market Reform (General) Regulations 2014;

"**CIB Minimum Standards**" means minimum standards of likely contribution to the development and sustainability of supply chains, as set out in the CIB Allocation Framework, including CIB Financial Minimum Standards;

"**CIB Minimum Standards Performance Related Adjustment Instalments**" has the meaning given to it in paragraph 5.3;

"**CIB Refusal**" means a refusal to provide a sustainable industry reward implementation statement given by the Secretary of State under regulation 12F(1)(b) of the Electricity Market Reform (General) Regulations 2014, or otherwise;

"**CIB Requirements Statement**" means a sustainable industry reward statement, as defined in the Contracts for Difference (Allocation) Regulations 2014;

"**Clean Industry Bonus**" means a sustainable industry reward, as defined in the Contracts for Difference (Allocation) Regulations 2014;

"**Facility CIB Extra Commitment**" means a CIB Extra Commitment in relation to the Facility, as set out in the Facility CIB Requirements Statement (and if there is more than

one CIB Extra Commitment in relation to the Facility, as set out in the Facility CIB Requirements Statement, "**Facility CIB Extra Commitment**" shall refer to any one or more of those CIB Extra Commitments or part thereof, as the context requires or permits);

"**Facility CIB Extra Commitment Reward Amount**" means, in respect of a Facility CIB Extra Commitment, the Clean Industry Bonus set out in the Facility CIB Requirements Statement as being payable in return for that Facility CIB Extra Commitment;

"**Facility CIB Implementation Statement"** means a CIB Implementation Statement in respect of the Facility;

"**Facility CIB Minimum Standards Investment"** means investment meeting CIB Financial Minimum Standards in relation to the Facility, as set out in the Facility CIB Requirements Statement and indexed in accordance with that Facility CIB Requirements Statement;

"**Facility CIB Minimum Standards Performance Related Adjustment**" has the meaning given to that term in paragraph 5.1;

"**Facility CIB Refusal"** means a CIB Refusal in respect of the Facility;

"**Facility CIB Requirements Statement**" means the CIB Requirements Statement provided by the Generator to meet the requirement in Regulation 27B of the Contracts for Difference (Allocation) Regulations 2014, as the same may have been revised or withdrawn by the Secretary of State from time to time;

"**Indexed**" means adjusted in accordance with paragraph 9.1 in the case of the Facility CIB Minimum Standards Performance Related Adjustment and CIB Minimum Standards Performance Related Adjustment Instalments, or paragraph 9.2 in the case of the Aggregate Facility CIB Extra Commitment Reward Amount and CIB Extra Commitment Reward Amount Instalments (as the case may be) (and references to "**Indexation**" or other grammatical variations of "**Indexed**" shall be construed accordingly);

"**Instalment Interval**" means:

(A) in respect of the first CIB Minimum Standards Performance Related Adjustment Instalment, the twenty-eight (28) days up to but not including the day on which such CIB Minimum Standards Performance Related Adjustment Instalment is expected to be paid; and

(B) in respect of each subsequent CIB Minimum Standards Performance Related Adjustment Instalment, the period:

(i) from and including the Billing Period in respect of which the last CIB Minimum Standards Performance Related Adjustment Instalment was paid;

(ii) up to but not including the day on which such CIB Minimum Standards Performance Related Adjustment Instalment is expected to be paid;

"**Investment Extension Period**" means time after the Start Date granted to the Generator by the Secretary of State for obtaining a Facility CIB Implementation Statement;

"**Investment Final Date**" means the Start Date or, if there is an Investment Extension Period, the end of that Investment Extension Period;

**"Non-Financial Minimum Standards"** means CIB Minimum Standards other than CIB Financial Minimum Standards;

"**Payable Share of the Facility CIB Extra Commitment Reward Amount**" has the meaning given to that term in paragraph 6.2; and

**"Reward Amount Notice Day"** has the meaning given to that term in paragraph 6.7(B).

1.2 For the purposes of this Schedule 2 (*Clean Industry Bonus*):

(A) **CIB Financial Minimum Standards** shall have been met in full in respect of the Facility if, in response to a CIB Implementation Statement Application made no later than the Investment Final Date, the Generator has obtained a Facility CIB Implementation Statement confirming CIB Financial Minimum Standards have been met in respect of the Facility; and

(B) reference to the Contract for Difference having "**terminated**" shall include expiry pursuant to Condition 2 (*Term*) and termination pursuant to Condition 51 (*Termination*) and grammatical variations of the term "**terminated**" shall be construed accordingly.

## 2. APPLICABILITY OF THIS SCHEDULE

This Schedule 2 (*Clean Industry Bonus*) shall only apply to the Contract for Difference if the Clean Industry Bonus is expressed to apply to the Contract for Difference in the CfD Agreement.

## 3. COMPLIANCE WITH CIB REQUIREMENTS STATEMENT

The Generator shall comply with the requirements set out in the Facility CIB Requirements Statement.

## 4. CLEAN INDUSTRY BONUS INFORMATION REQUIREMENTS

4.1 If the Facility CIB Requirements Statement also relates to the Facility as defined in any other FiT Contract for Difference, reference to such Facility CIB Requirements Statement being revised or withdrawn only includes a revision or withdrawal that (whether in whole or in part) relates to the Facility.

4.2 The Generator shall, within five (5) Business Days of:

(A) the Facility CIB Requirements Statement being revised or withdrawn, give notice to the CfD Counterparty accompanied by a Director's Certificate setting out

details and a copy of (as the case may be) the revised statement or withdrawal; or

(B) a Facility CIB Implementation Statement being issued, revised or withdrawn, give notice to the CfD Counterparty accompanied by a Director's Certificate setting out details and a copy of (as the case may be) the issued statement, revised statement or withdrawal; or

(C) a Facility CIB Refusal being issued, give notice to the CfD Counterparty accompanied by a Director's Certificate setting out details and a copy of the refusal.

4.3 The Generator shall, within five (5) Business Days of the Start Date give notice to the CfD Counterparty accompanied by a Director's Certificate setting out:

(A) whether the Facility CIB Requirements Statement has been revised or withdrawn since the Agreement Date or the preparation of the last notice pursuant to paragraph 4.2(A) (as applicable), and if so, a copy of (as the case may be) the revised statement or withdrawal;

(B) whether there is an Investment Extension Period, and if there is, details of when it ends;

(C) if the Generator has previously given the CfD Counterparty a Facility CIB Implementation Statement:

(i) confirmation that such Facility CIB Implementation Statement remains in effect and has not been revised or withdrawn; or

(ii) if it has been revised or withdrawn, details and a copy of the revised statement or withdrawal, save to the extent it has already given such details and/or copy notice; and

(D) if the Generator has not previously given the CfD Counterparty a Facility CIB Implementation Statement (or if a Facility CIB Implementation Statement given to the CfD Counterparty has been withdrawn):

(i) whether any CIB Implementation Statement Application has been made by the Generator in respect of the Facility and:

(a) if one has, a copy thereof and of any notice given by the Secretary of State in response to it, including whichever of the following was included with such notice:

(1) a Facility CIB Implementation Statement; or

(2) a Facility CIB Refusal; or

(b) if one has not (and the Investment Final Date has not occurred), details of whether and if so when the Generator expects to apply for one;

(ii) details and a copy of any notice revising or withdrawing a Facility CIB Implementation Statement that has been issued.

4.4 Without prejudice to paragraph 4.3, if there is an Investment Extension Period, the Generator shall, within five (5) Business Days after the end of the Investment Extension Period give notice to the CfD Counterparty accompanied by a Director's Certificate setting out the information required under paragraph 4.3, provided that for this purpose:

(A) the words "*or this paragraph 4.3(A)* " shall be inserted in paragraph 4.3 after the words "*pursuant to paragraph 4.2(A)* "; and

(B) the information in paragraph 4.3(B) shall not be required if it has already been provided.

4.5 The Generator shall provide any further information that the CfD Counterparty may (acting reasonably) from time to time request about any of the matters referred to in paragraphs 4.2 and 4.3 as soon as reasonably practicable after the CfD Counterparty makes such request.

**5. CONSEQUENCES OF NOT FULFILLING CIB FINANCIAL MINIMUM STANDARDS**

***Liability to pay Facility CIB Minimum Standards Performance Related Adjustment***

5.1 Subject to and in accordance with this paragraph 5 (*Consequences of not fulfilling CIB Financial Minimum Standards*) and paragraph 7 (*Nature and conclusiveness of Secretary of State notices*), if CIB Financial Minimum Standards have not been met in full in respect of the Facility as described in paragraph 1.2, the Generator shall be required to make a payment to the CfD Counterparty of an amount (the "**Facility CIB Minimum Standards Performance Related Adjustment"**) determined in accordance with paragraph 5.2, and for these purposes:

(A) paragraph 5.2(A) shall apply to the determination of the Facility CIB Minimum Standards Performance Related Adjustment if, in response to a CIB Implementation Statement Application made no later than the Investment Final Date, the Generator has obtained a Facility CIB Refusal that does not state that the Generator has wholly failed to meet CIB Financial Minimum Standards; and

(B) paragraph 5.2(B) shall apply to the determination of the Facility CIB Minimum Standards Performance Related Adjustment in cases not within paragraph 5.1(A).

5.2 The Facility CIB Minimum Standards Performance Related Adjustment shall be:

(A) where this paragraph 5.2(A) applies, the amount set out in the Facility CIB Refusal and identified as the "**Performance Related Adjustment**";

(B) where this paragraph 5.2(B) applies, an amount equal to the whole Facility CIB Minimum Standards Investment,

in each case Indexed in accordance with paragraphs 5.8 to 5.10 (inclusive).

5.3 Save as provided in paragraph 5.7, the Generator shall meet its liability under paragraph 5.1 to pay the Facility CIB Minimum Standards Performance Related Adjustment in instalments of such quantum and periodicity (the "**CIB Minimum Standards Performance Related Adjustment Instalments**") as the CfD Counterparty shall determine, subject to and in accordance with paragraph 5.5.

5.4 To avoid doubt, paragraph 5.2(B) shall (without limitation) apply to the determination of the Facility CIB Minimum Standards Performance Related Adjustment if the Generator has not made a CIB Implementation Statement Application by the Investment Final Date.

***Determination and notice of instalments***

5.5 The following shall apply to the determination, notice and payment of CIB Minimum Standards Performance Related Adjustment Instalments:

(A) each CIB Minimum Standards Performance Related Adjustment Instalment shall be a Reconciliation Amount in respect of a Billing Period nominated by the CfD Counterparty, save as provided in paragraph 5.7, and shall be determined by the CfD Counterparty in its discretion, save as provided in (B);

(B) without prejudice to paragraph 5.7, the quantum of each CIB Minimum Standards Performance Related Adjustment Instalment determined by the CfD Counterparty shall incorporate Indexation as set out in paragraphs 5.8 to 5.10 (inclusive) and paragraph 9 (*Indexation of CIB Amounts*) and shall be the lower of:

(i) such amount as the CfD Counterparty shall determine, in its discretion (subject paragraphs 5.8 to 5.10 (inclusive)); and

(ii) an amount determined in accordance with the following formula:

$$Max = SP \times MO$$

where:

*Max* is the limit on the quantum of the CIB Minimum Standards Performance Related Adjustment Instalment concerned;

*SP* is an amount equal to the Strike Price; and

*MO* is the CfD Counterparty's reasonable estimate (as at the time of calculation of the CIB Minimum Standards Performance Related Adjustment Instalment) of what the aggregate of Fully Adjusted Metered Output was or will be (as the case may be) during every Settlement Unit during the Instalment Interval.

(C) Subject to paragraphs 5.5(A) and 5.7, the CfD Counterparty shall determine and notify the Generator of the CIB Minimum Standards Performance Related Adjustment Instalments and in respect of which Billing Period each shall be payable:

(i) within thirty (30) Business Days of the later of:

(a) the Investment Final Date;

(b) the date on which the CfD Counterparty is satisfied (acting reasonably) that it is aware of whether a Facility CIB Minimum Standards Performance Related Adjustment is payable pursuant to paragraphs 5.1 to 5.3 (inclusive); and

(c) the date that CPI for January of the year in which the notice is being given has been published; and

(ii) from time to time thereafter, in its discretion.

5.6 Without limitation, the inclusion of a CIB Minimum Standards Performance Related Adjustment Instalment as a Reconciliation Amount in a Billing Statement by the CfD Counterparty shall, for the purposes of paragraph 5.5(C), constitute notice of that CIB Minimum Standards Performance Related Adjustment Instalment.

***Effect of termination***

5.7 If the Contract for Difference terminates:

(A) before the Start Date, no Facility CIB Minimum Standards Performance Related Adjustment shall be payable by the Generator (whether or not a CIB Implementation Statement or a CIB Refusal has been issued in respect of the Facility);

(B) on or after the Start Date:

(i) the Generator shall pay the lesser of:

(a) the balance of any Facility CIB Minimum Standards Performance Related Adjustment that has not already been paid to the CfD Counterparty as part of CIB Minimum Standards Performance Related Adjustment Instalments; and

(b) the higher of (aa) zero and (bb) the Strike Price multiplied by the aggregate of the Fully Adjusted Metered Output in every Settlement Unit from and including the Start Date less the aggregate of the CIB Minimum Standards Performance Related Adjustment Instalments that have already been paid to the CfD Counterparty;

(ii) for the purposes of sub-paragraph (i), if the termination has occurred on or before the Investment Final Date and at the time of such termination:

(a) the Generator has not made a CIB Implementation Statement Application in respect of the Generating Station, it shall be deemed that CIB Financial Minimum Standards have not been met in whole or in part; or

(b) the Generator has made a CIB Implementation Statement Application in respect of the Generating Station, then, if in response to that application a Facility CIB Implementation Statement or Facility CIB Refusal is issued in respect of the Generating Station, the Facility CIB Minimum Standards Performance Related Adjustment shall be determined accordingly; and

(iii) the Generator shall pay the amount due under sub-paragraph (i) within thirty (30) Business Days of the later of the Investment Final Date (if applicable), the date that the Contract for Difference terminated, and the date that CPI for January of the calendar year in which the Contract for Difference terminated has been published.

***Indexation of amounts***

5.8 CIB Minimum Standards Performance Related Adjustment Instalments shall, when notified under paragraph 5.5(C), be Indexed to the value of CPI for January in the calendar year in which the notice is given.

5.9 If a CIB Minimum Standards Performance Related Adjustment Instalment is payable in a calendar year after the calendar year in which notice of it was given under paragraph 5.5(C), it shall:

(A) be Indexed by the CfD Counterparty to the value of CPI for January of the calendar year in which it is so payable and re-notified to the Generator, within thirty (30) Business Days of that value of CPI being published; and

(B) not be payable to the CfD Counterparty until the later of notice having been issued under sub-paragraph (A) or such later date for payment notified by the CfD Counterparty under paragraph 5.5(C).

5.10 Any balance of the Facility CIB Minimum Standards Performance Related Adjustment payable under paragraph 5.7(B) shall:

(A) to the extent it comprises CIB Minimum Standards Performance Related Adjustment Instalments already notified and Indexed to the value of CPI in January of the year of termination, not be further Indexed;

(B) to the extent it is not within sub-paragraph (A), be Indexed to the value of CPI for January of the year of termination.

**6. PAYMENT FOR FULFILLING CIB EXTRA COMMITMENTS**

***Applicability of this paragraph***

6.1 This paragraph 6 (*Payment for fulfilling CIB Extra Commitments*) shall only apply if there is one (1) or more Facility CIB Extra Commitments set out in the Facility CIB Requirements Statement.

***Liability to pay Facility CIB Extra Commitment Reward Amount***

6.2 If, in response to a CIB Implementation Statement Application made no later than the Investment Final Date:

(A) the Generator has obtained a Facility CIB Implementation Statement confirming that the CIB Minimum Standards (including Non-Financial Minimum Standards) have been met in full in respect of the Facility; and

(B) such Facility CIB Implementation Statement states that any Facility CIB Extra Commitment has been wholly or partly fulfilled,

then subject to and in accordance with this paragraph 6 (*Payment for fulfilling CIB Extra Commitments*) and paragraph 7 (*Nature and conclusiveness of Secretary of State notices*), the CfD Counterparty shall pay the Generator the share of the applicable Facility CIB Extra Commitment Reward Amount that such Facility CIB Implementation Statement states is due for such Facility CIB Extra Commitment (the "**Payable Share of the Facility CIB Extra Commitment Reward Amount**").

6.3 Each Payable Share of the Facility CIB Extra Commitment Reward Amount shall be subject to Indexation in accordance with paragraphs 6.10 to 6.12 (inclusive).

6.4 The term "**Aggregate Facility CIB Extra Commitment Reward Amount"** shall mean:

(A) if there is one (1) Facility CIB Extra Commitment, an amount equal to the Payable Share of the Facility CIB Extra Commitment Reward Amount in respect of that Facility CIB Extra Commitment; or

(B) if there is more than one (1) Facility CIB Extra Commitment, an amount equal to the aggregate of the Payable Share of the Facility CIB Extra Commitment Reward Amounts in respect of each of those Facility CIB Extra Commitments.

6.5 To avoid doubt, no amount shall be payable by the CfD Counterparty to the Generator in respect of the Facility CIB Extra Commitment Reward Amount for a Facility CIB Extra Commitment if:

(A) the CIB Minimum Standards (including Non-Financial Minimum Standards) have not been met in full in respect of the Facility;

(B) the Generator has not made a Facility CIB Implementation Statement Application in respect of the Facility on or before the Investment Final Date; or

(C) the Generator has not obtained (in response to a Facility CIB Implementation Statement Application made no later than the Investment Final Date) a CIB Implementation Statement confirming that such Facility CIB Extra Commitment has been made in whole or in part.

6.6 Save as provided in paragraph 6.9(B), the CfD Counterparty shall meet its liability under paragraph 6.2 by paying the Aggregate Facility CIB Extra Commitment Reward Amount in instalments of such quantum and periodicity (the "**CIB Extra Commitment Reward Amount Instalments**") as the CfD Counterparty shall determine, subject to and in accordance with paragraph 6.7.

***Determination and notice of instalment amounts***

6.7 The following shall apply to the determination, notice and payment of CIB Extra Commitment Reward Amount Instalments:

(A) without prejudice to paragraph 6.9, the periodicity and quantum of CIB Extra Commitment Reward Amount Instalments shall be determined by the CfD Counterparty:

(i) to ensure that the Aggregate Facility CIB Extra Commitment Reward Amount that the CfD Counterparty is liable to pay pursuant to paragraphs 6.2 and 6.6:

(a) has been fully paid to the Generator by the 4th (fourth) anniversary of the Reward Amount Notice Day; and

(b) incorporates Indexation as set out in paragraphs 6.10 to 6.12 (inclusive) and paragraph 9 (*Indexation of CIB Amounts*); and

(ii) save as provided in sub-paragraph (i), in its discretion;

(B) subject to paragraphs 6.7(A) and 6.9, the CfD Counterparty shall determine and notify the Generator of the CIB Extra Commitment Reward Amount Instalments and in respect of which Billing Period each shall be payable:

(i) within thirty (30) Business Days of the day (the **"Reward Amount Notice Day"**) which is the later of:

(a) the day it receives the Generator's notice containing the relevant Facility CIB Implementation Statement whether pursuant to paragraph 4.2 or paragraph 4.3;

(b) the day on which the CfD Counterparty is satisfied (acting reasonably) that it is aware that an Aggregate Facility CIB Extra Commitment Reward Amount is payable pursuant to paragraphs 6.2 to 6.5 (inclusive); and

(c) the day that CPI for January of the year in which the notice is being given has been published; and

(ii) from time to time thereafter in its discretion,

and, to avoid doubt, the Reward Amount Notice Day may be before the Start Date.

6.8 Without limitation, the inclusion of a CIB Extra Commitment Reward Amount Instalment as a Reconciliation Amount in a Billing Statement by the CfD Counterparty shall, for the purposes of paragraph 6.7(B), constitute notice of that CIB Extra Commitment Reward Amount Instalment.

***Effect of termination***

6.9 If the Contract for Difference terminates (before or after the Start Date):

(A) the CfD Counterparty shall pay the balance of the Aggregate Facility CIB Extra Commitment Reward Amount (if any) that has not already been paid to the Generator as part of CIB Extra Commitment Reward Amount Instalments;

(B) for the purposes of sub-paragraph (A), if the termination has occurred before the Investment Final Date and at the time of such termination:

(i) the Generator has not made a CIB Implementation Statement Application in respect of the Facility, it shall be deemed that there is no Aggregate Facility CIB Extra Commitment Reward Amount;

(ii) the Generator has made a CIB Implementation Statement Application in respect of the Facility, then if in response to that application:

(a) a Facility CIB Implementation Statement is issued, the Aggregate Facility CIB Extra Commitment Reward Amount (if any) shall be determined by reference to such Facility CIB Implementation Statement;

(b) a Facility CIB Implementation Statement is not issued, it shall be deemed that there is no Aggregate Facility CIB Extra Commitment Reward Amount; and

(C) the CfD Counterparty shall pay the amount due under sub-paragraph (A) in such quantum and periodicity as the CfD Counterparty shall determine.

***Indexation of amounts***

6.10 CIB Extra Commitment Reward Amount Instalments shall, when notified under paragraph 6.7(B), be Indexed to the value of CPI for January in the calendar year in which the notice is given.

6.11 If a CIB Extra Commitment Reward Amount Instalment is payable in a calendar year after the calendar year in which notice of it was given under paragraph 6.7(B), it shall;

(A) be Indexed by the CfD Counterparty to the value of CPI for January of the calendar year in which it is so payable and re-notified to the Generator, within thirty (30) Business Days of that value of CPI being published:

(B) not be payable by the CfD Counterparty until the later of notice having been issued under sub-paragraph (A) or such later date notified by the CfD Counterparty under paragraph 6.7(B).

6.12 Any balance of the Aggregate Facility CIB Extra Commitment Reward Amount payable under paragraph 6.9(A) shall:

(A) to the extent it comprises CIB Extra Commitment Reward Amount Instalments already notified and Indexed to the value of CPI in January of the year in which the Contract for Difference terminated, not be further Indexed;

(B) to the extent it is not within sub-paragraph (A) of this paragraph 6.12, be Indexed to the value of CPI for January of the year in which the Contract for Difference terminated.

**7. NATURE AND CONCLUSIVENESS OF SECRETARY OF STATE DETERMINATIONS**

7.1 Subject to paragraphs 7.2 and 7.3, the determination of the Secretary of State shall, as between the Parties, be conclusive as to:

(A) whether the CIB Minimum Standards have been met (or any component of them);

(B) whether any Facility CIB Extra Commitment has been fulfilled in whole or in part;

(C) the amount of any:

(i) Facility CIB Minimum Standards Performance Related Adjustment;

(ii) Payable Share of the Facility CIB Extra Commitment Reward Amount,

in each case, notwithstanding any unresolved dispute between the Generator and the Secretary of State relating to such determination.

7.2 A notice and/or statement given by the Secretary of State pursuant to Regulation 12F of the Electricity Market Reform (General) Regulations 2014 (including, where applicable, either of Regulations 12F(1) or 12F(3)) shall (without limitation) constitute a determination of the Secretary of State for the purposes of paragraph 7.1.

7.3 Paragraphs 7.1 and 7.2 shall be without prejudice to the dependence of any matter in this Schedule 2 on an application for a Facility CIB Implementation Statement having been made by the Investment Final Date.

**8. PAYMENT ADJUSTMENTS AFTER A NEW SECRETARY OF STATE DETERMINATION**

8.1 For the purposes of this paragraph 8 (*Payment adjustments after a new Secretary of State determination*) each of the following constitute a new determination:

(A) the Secretary of State revises a CIB Implementation Statement, as referred to in Regulation 12F(3)(a) of the Electricity Market Reform (General) Regulations 2014; or

(B) the Secretary of State withdraws the Facility CIB Implementation Statement as referred to in Regulations 12F(3)(b) of the Electricity Market Reform (General) Regulations 2014.

8.2 If there is a new determination, any Facility CIB Minimum Standards Performance Related Adjustment and/or Aggregate Facility CIB Extra Commitment Reward Amount previously calculated and/or paid under this Schedule 2 shall (subject to and in accordance with paragraph 7.3 and the other provisions of this Schedule 2) be recalculated in light of such new determination and (in each case as applicable):

(A) any overpaid balance shall be refunded by the recipient; and

(B) any under paid amount shall be paid by the party so liable.

**9. INDEXATION OF CIB AMOUNTS**

9.1 Any amount required to be Indexed for the purposes of any of paragraphs 5.8, 5.9, or 5.10 shall be calculated by the CfD Counterparty in accordance with the following formula:

$$IA = OA \; x \; CPIt/CPIbaseMS$$

9.2 Any amount to be Indexed for the purposes of paragraphs 6.10, 6.11, or 6.12 shall be calculated by the CfD Counterparty in accordance with the following formula:

$$IA = OA \; x \; CPIt/CPIbaseEC$$

9.3 For the purposes of the formulae in paragraphs 9.1 and 9.2:

(A) $IA$ is the amount Indexed;

(B) $OA$ is, in each case as applicable:

(i) a CIB Minimum Standards Performance Related Adjustment Instalment as referred to in paragraph 5.8;

(ii) a CIB Minimum Standards Performance Related Adjustment Instalment, as referred to in paragraph 5.9 and previously Indexed in accordance with paragraph 5.8;

(iii) the balance of the Facility CIB Minimum Standards Performance Related Adjustment referred to in paragraph 5.10, where and to the extent applicable, as previously Indexed in accordance with paragraphs 5.8 and 5.9;

(iv) a CIB Extra Commitment Reward Amount Instalment as referred to in paragraph 5.8;

(v) a CIB Extra Commitment Reward Amount Instalment, as referred to in paragraph 6.12, and previously Indexed in accordance with paragraph 6.11;

(vi) the balance of the Aggregate Facility CIB Extra Commitment Reward Amount referred to in paragraph 6.12, where and to the extent applicable, as previously Indexed in accordance with paragraphs 6.10 and 6.11;

(C) $CPIt$ is CPI for January of the calendar year in which the calculation is being made;

(D) $CPIbaseMS$ is CPI for January of the year in which the Milestone Delivery Date falls or (in the case of an amount being Indexed again) the value of CPI to which it was previously Indexed;

(E) $CPIbaseEC$ is CPI for January 2026 or (in the case of an amount being Indexed again) the value of CPI to which it was previously Indexed,

with the intention that the change in CPI from one January to the next is never double counted in an Indexed amount.

**10. INTEREST**

No Compensatory Interest shall be payable in respect of any of:

(A) the Facility CIB Minimum Standards Performance Related Adjustment or CIB Minimum Standards Performance Related Adjustment Instalments; or

(B) the Aggregate Facility CIB Extra Commitment Reward Amount or CIB Extra Commitment Reward Amount Instalments.

**11. PAYMENT OF AMOUNTS**

All amounts payable pursuant to this Schedule 2 in respect of any of:

(A) a Facility CIB Minimum Standards Performance Related Adjustment;

(B) a CIB Minimum Standards Performance Related Adjustment Instalment;

(C) the Aggregate Facility CIB Extra Commitment Reward Amount; or

(D) CIB Extra Commitment Reward Amount Instalments,

shall be made by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Generator pursuant to Condition 27.1(A) or the CfD Counterparty pursuant to Condition 27.1(B) (as relevant).

## Annex 1
## Calculation of Termination Amount

1. **DEFINITIONS: ANNEX 1**

In this Annex 1 (*Calculation of Termination Amount*):

"**Estimated Facility Generation**" shall be an amount (expressed in MWh) which is the product of:

(A) the lesser of: (i) the Maximum Contract Capacity; and (ii) the Installed Capacity which has been Commissioned;

(B) the number of hours in period i;

(C) the Assumed RQM if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(D) the CHP Qualifying Multiplier if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(E) the Assumed Load Factor;

(F) (one (1) minus the Initial TLM(D) Charge); and

(G) the Assumed ACT Efficiency Multiplier if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1).

"**The Green Book**" means "The Green Book: Appraisal and Evaluation in Central Government" published by HM Treasury, as updated or reissued from time to time; and

"**Updated Energy and Emissions Projections**" means the regular updated projections of energy demand, supply and greenhouse gas emissions produced and published by DESNZ.

2. **TERMINATION AMOUNT CALCULATION**

2.1 The "**Termination Amount**" shall be calculated in accordance with the following formula:

$$\text{Termination Amount} = MAX\left[0, \sum_{i=1}^{n}\left\{\left(RP_i - SP\right) \times \frac{Gen_i}{\left(1+d\right)^{i-1}}\right\}\right]$$

where:

*i* is a whole number integer from 1 to n; such integers referring to distinct time periods as follows:

- the 1st period (i = 1) covers the period from the Termination Date to 31 December in the year of termination;

- the 2nd to the (n-1)th periods ($2 \leq i < n$) are consecutive periods of one (1) calendar year length each; and
- the nth period ($i = n$) is the period starting on 01 January in the year in which the Specified Expiry Date falls and ending on the Specified Expiry Date.

$RP_i$ is the estimate (expressed in £/MWh) of the energy prices for period (i) determined by the CfD Counterparty as at the Termination Date, having regard to the matters set out in paragraph 2.2;

$SP$ is the Strike Price as at the Termination Date;

$Gen_i$ is the Estimated Facility Generation in period (i); and

$d$ is the Social Time Preference Rate (a real discount rate) as set out or recommended in The Green Book.

2.2 Without prejudice to its right to determine RPi the CfD Counterparty shall, when determining RPi, have regard to:

(A) the market price for energy in the system into which electricity is delivered by the Facility;

(B) the Facility Generation Technology;

(C) the liquidity of the market referred to in paragraph 2.2(A);

(D) the level of quoted wholesale energy prices on the Termination Date for delivery for a period of up to two (2) years following the Termination Date;

(E) the wholesale electricity price projections corresponding to the central scenario of the most recently issued Updated Energy and Emissions Projections (or equivalent) if available; and

(F) any recent changes or announced changes in the electricity market which are reasonably likely to have a material effect on the estimate of the wholesale market energy prices.

**Annex 2**
**Change Control Procedure**

1. **INTERPRETATION: ANNEX 2**

***Interpretation***

1.1 In this Annex 2 (*Change Control Procedure*), any reference to an "amendment" (or grammatical variation thereof or any analogous term) in respect of any Proposed Amendment shall be deemed to include any change, replacement, deletion or supplement to or of any provision of:

(A) the Contract for Difference;

(B) Applicable FiT Contracts for Difference (other than any Applicable FiT Contract for Difference to which this Annex 2 (*Change Control Procedure*) is expressed not to apply); or

(C) Applicable FiT Contracts for Difference of a particular category (other than any Applicable FiT Contract for Difference to which this Annex 2 (*Change Control Procedure*) is expressed not to apply).

2. **CHANGE CONTROL PROCEDURE**

***Amendment Notifications***

2.1 The CfD Counterparty may at any time give a notice to the Generator proposing an amendment to the Contract for Difference (an "**Amendment Notification**"). Each Amendment Notification shall:

(A) set out the proposed amendment(s) (the "**Proposed Amendment**");

(B) specify the date on which the Proposed Amendment is proposed to become effective (the "**Proposed Amendment Effective Date**");

(C) state whether the CfD Counterparty considers the Proposed Amendment to be a Material Amendment or a Technical Amendment;

(D) if the CfD Counterparty considers the Proposed Amendment to be a Technical Amendment, state whether the Proposed Amendment is a General Amendment;

(E) if the Proposed Amendment is a General Amendment, state whether:

(i) it applies to all Applicable FiT Contracts for Difference or only to those of a specified category or categories (in each case, other than any Applicable FiT Contract for Difference to which this Annex 2 (*Change Control Procedure*) is expressed not to apply) and, if the latter, set out those categories; and

(ii) how many Applicable FiT Contracts for Difference it applies to;

(F) contain such Supporting Information as the CfD Counterparty considers necessary to enable the Generator to evaluate the Proposed Amendment.

***Material Amendments: process***

2.2 If an Amendment Notification specifies that the Proposed Amendment is a Material Amendment, the Generator shall, no later than twenty (20) Business Days after the Amendment Notification has been received, either:

(A) confirm by notice in writing to the CfD Counterparty that it agrees with the Proposed Amendment and the Proposed Amendment Effective Date; or

(B) specify, by notice in writing to the CfD Counterparty (a "**Material Amendment Response Notification**"), any objections which the Generator has to:

(i) the Proposed Amendment, any such notification to include details of:

(a) any proposal by the Generator to address the matters identified in the Amendment Notification by means of an alternative amendment; and

(b) any consequential matters arising from the Proposed Amendment which the Generator considers have not been identified in the Amendment Notification; or

(ii) the Proposed Amendment Effective Date.

2.3 Any Material Amendment Response Notification shall also include such Supporting Information as the Generator considers necessary to enable the CfD Counterparty to evaluate the matters covered in such notification.

2.4 No later than ten (10) Business Days after receipt by the CfD Counterparty of a Material Amendment Response Notification, the Parties shall meet and negotiate in good faith to agree:

(A) whether to effect the Proposed Amendment;

(B) the date on which the Proposed Amendment shall become effective (which need not be the Proposed Amendment Effective Date); and

(C) if effected:

(i) the terms of the Proposed Amendment; and

(ii) what, if any, consequential amendments need to be made to the Contract for Difference.

***Material Amendments: implementation***

2.5 A Material Amendment shall not become effective unless and until documented in writing and signed by each Party (a "**Material Amendment Agreement**"). Any Material Amendment Agreement shall:

(A) set out the amendment which is to be effected;

(B) state the effective date of the amendment; and

(C) detail any consequential amendments to be made (whether or not identified in the Amendment Notification).

***Technical Amendments: proposal and response***

2.6 If an Amendment Notification specifies that the Proposed Amendment is a Technical Amendment (whether or not it also specifies that it is a General Amendment), the Generator shall, no later than twenty (20) Business Days after receipt of the Amendment Notification (the "**Technical Amendment Response Period**"), either:

(A) confirm by notice in writing to the CfD Counterparty that it agrees with the Proposed Amendment and the Proposed Amendment Effective Date; or

(B) specify, by notice in writing to the CfD Counterparty (a "**Technical Amendment Response Notification**"), any objections which the Generator has to:

(a) the classification of the Proposed Amendment as a Technical Amendment (including reasonable details of the Generator's reasons for such objections) (a "**Classification Objection**");

(b) the Proposed Amendment, any such notification to include details of:

(1) any proposal by the Generator to address the matters identified in the Amendment Notification by means of an alternative amendment; and

(2) any consequential matters arising from the Proposed Amendment which the Generator considers have not been identified in the Amendment Notification; or

(c) the Proposed Amendment Effective Date.

2.7 Any Technical Amendment Response Notification shall also include such Supporting Information as the Generator considers necessary to enable the CfD Counterparty to evaluate the matters covered in such notification.

***Technical Amendments (bilateral Proposed Amendments): process***

2.8 If an Amendment Notification specifies that the Proposed Amendment is a Technical Amendment but does not specify that it is a General Amendment, if the Generator:

(A) does not give the CfD Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period, the Proposed Amendment shall be binding on the Parties with effect from the Proposed Amendment Effective Date; or

(B) gives the CfD Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period, then the following provisions shall apply:

(i) if the Technical Amendment Response Notification included a Classification Objection, then:

(a) the Technical Amendment Response Notification shall constitute a Dispute Notice and the resulting Dispute shall be subject to the Dispute Resolution Procedure; and

(b) if, pursuant to the Dispute Resolution Procedure, either of the Parties agrees (whether by means of a Senior Representatives Settlement or otherwise) that the Proposed Amendment is a Material Amendment or it is otherwise determined or resolved pursuant to the Dispute Resolution Procedure that the Proposed Amendment is a Material Amendment, then the Proposed Amendment shall not become effective between the Parties unless and until a Material Amendment Agreement is entered into; and

(ii) if either:

(a) the Technical Amendment Response Notification did not include a Classification Objection; or

(b) (pursuant to the Dispute Resolution Procedure) the Parties agree (whether by means of a Senior Representatives Settlement or otherwise) that the Proposed Amendment is a Technical Amendment or it is otherwise determined or resolved pursuant to the Dispute Resolution Procedure that the Proposed Amendment is a Technical Amendment,

then:

(1) the CfD Counterparty shall consider the objections of the Generator set out in the Technical Amendment Response Notification and may make such amendments to the Proposed Amendment as it deems appropriate having regard to such objections; and

(2) the Proposed Amendment (as amended if the CfD Counterparty elects to so amend pursuant to paragraph 2.8(B)(ii)(b)(1)) shall become binding on the

Parties with effect from the Proposed Amendment Effective Date.

***Technical Amendments (General Amendments): process***

2.9 If an Amendment Notification specifies that the Proposed Amendment is a Technical Amendment and is a General Amendment, then:

(A) if neither the Generator nor any other CCP Affected Party gives the CfD Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period, the Proposed Amendment shall be binding on the Parties with effect from the Proposed Amendment Effective Date;

(B) if more than fifty per cent (50%) in number of all CCP Affected Parties give a Technical Amendment Response Notification containing a Classification Objection within the Technical Amendment Response Period, then the "**Classification Objection Threshold**" shall have been reached and the following provisions shall apply:

(i) a Dispute about the classification of the Proposed Amendment as a Technical Amendment shall be deemed to have arisen between the CfD Counterparty and:

(a) the Generator; and

(b) each other CCP Affected Party in respect of each CCP Affected CfD to which it is a Party,

in each case whether or not the Generator or other CCP Affected Party concerned gave in respect of the CCP Affected CfD concerned a Technical Amendment Response Notification containing a Classification Objection (such Dispute being a "**General Amendment Classification Dispute**");

(ii) if, pursuant to the Dispute Resolution Procedure as modified by Condition 57.9, it is:

(a) determined by arbitrator(s) or an expert or resolved by agreement that the Proposed Amendment is a Material Amendment, then the Proposed Amendment shall not become effective between the Parties unless and until a Material Amendment Agreement is entered into;

(b) determined by arbitrator(s) or an expert that the Proposed Amendment is a Technical Amendment, then:

(1) the CfD Counterparty shall consider the objections (other than any Classification Objection) of the CCP Affected Parties (including the Generator) set out in the Technical Amendment Response Notifications given

within the Technical Amendment Response Period and may make such amendments to the Proposed Amendment as it deems appropriate having regard to such objections; and

(2) the Proposed Amendment (as amended if the CfD Counterparty elects to so amend pursuant to paragraph (1)) shall become binding on the Parties with effect from the from the Proposed Amendment Effective Date;

(c) resolved by agreement that the Proposed Amendment (as the same may have been modified pursuant to the Proposed GACD Settlement) is a Technical Amendment, then

(1) the CfD Counterparty shall consider the objections (other than any Classification Objection) of any CCP Affected Party (including where applicable the Generator) given to it within twenty (20) Business Days of the CfD Counterparty giving written notice of the Proposed GACD Settlement pursuant to Condition 57.9(L) and may make such amendments to the Proposed Amendment as it deems appropriate having regard to such objections; and

(2) the Proposed Amendment (as amended if the CfD Counterparty elects to so amend pursuant to paragraph (1)) shall become binding on the Parties with effect from the Proposed Amendment Effective Date, as the same may have been modified pursuant to the Proposed GACD Settlement); and

(C) if one or more CCP Affected Parties gives the CfD Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period but the Classification Objection Threshold has not been reached, then the following shall apply:

(i) the CfD Counterparty shall consider the objections (other than any Classification Objection) of the CCP Affected Parties (including the Generator) set out in those Technical Amendment Response Notifications, and may make such amendments to the Proposed Amendment as it deems appropriate having regard to such objections; and

(ii) the Proposed Amendment (as amended if the CfD Counterparty elects to so amend pursuant to paragraph (1)) shall become binding on the Parties with effect from the Proposed Amendment Effective Date,

and for the purposes of this paragraph 2.9: (1) a CCP Affected Party that is party to more than one CCP Affected CfD shall be counted separately in respect of each of those CfDs, and (2) the terms "**Classification Objection**", "**Technical Amendment Response**

**Notification"** and "**Technical Amendment Response Period"** shall, as applicable, include those terms as defined in other CCP Affected CfDs.

***Technical Amendments: implementation***

2.10 Where any Technical Amendment is to take effect in accordance with this Change Control Procedure, the Generator shall, if requested by the CfD Counterparty, promptly sign an agreement (a "**Technical Amendment Agreement**") which:

(A) sets out the amendment which is to be effected;

(B) states the effective date of the amendment; and

(C) details any consequential amendments to be made (whether or not identified in the Amendment Notification),

in each case as agreed, determined or resolved in accordance with the relevant provisions of paragraphs 2.6 to 2.9 (inclusive).

2.11 Any failure or refusal by the Generator to sign a Technical Amendment Agreement shall not operate so as to prevent the relevant Technical Amendment being binding on the Parties with effect from the relevant Proposed Amendment Effective Date (where applicable as amended by the Proposed GACD Settlement) in accordance with the provisions of paragraph 2.8(B)(ii), 2.9(B)(ii)(b), 2.9(B)(ii)(c) or 2.9(C) (as appropriate).

***Miscellaneous***

2.12 The categorisation of any Proposed Amendment as a Technical Amendment (irrespective of whether it is a General Amendment) or a Material Amendment shall not operate so as to prevent the provisions of Condition 61 (*Consolidation of Connected Disputes*) applying to any Dispute arising in respect of that Proposed Amendment.

**Annex 3**
**Form of Direct Agreement**

**LOW CARBON CONTRACTS COMPANY LTD**
as CfD

Counterparty and

**[●]**
as [Lender(s)]/[Security

Trustee][1] and

**[●]**
as Generator

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**DIRECT AGREEMENT**
in relation to a Contract for Difference for [*insert details of generating asset*]

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[1] Note to draft: Parties to conform to underlying funding arrangements.

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**THIS DIRECT AGREEMENT** (this "**Deed**") is dated [●] and made as a deed

**BETWEEN:**

(1) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX and whose company number is 08818711 (the "**CfD Counterparty**");

(2) [[***insert name of the lender(s)***] a company incorporated under the laws of [●] whose registered office is [●] and whose company number is [●] [the "**Lender(s)**"]; /[in its capacity as [agent and] security trustee for and on behalf of the Finance Parties (the "**Security Trustee**"); and]

(3) [***insert name of the generator***], a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the "**Generator**").[2]

**BACKGROUND**

(A) The CfD Counterparty has entered into the Contract with the Generator.

(B) It is a condition precedent to the availability of funding under the Facilities Agreement that the Parties enter into this Deed.

(C) The Parties intend this document to take effect as a deed.

**IT IS AGREED as follows:**

1. **DEFINITIONS AND INTERPRETATION**

**1.1 Definitions[3]**

In this Deed, unless otherwise defined herein or the context requires otherwise:

**"Affected Person**" means any direct or indirect shareholder of the Generator who is able to evidence to the satisfaction of the CfD Counterparty that if it (or an agent or security trustee on its behalf) has or had the benefit of a Direct Agreement, it is or would be:

(A) contractually obliged to exercise rights under the relevant Direct Agreement in accordance with the instructions of one (1) or more Lenders (or a security trustee on its or their behalf); or

(B) party to an agreement regarding the exercise of rights under such Direct Agreement with a person falling within paragraph (A) above;

"**Affiliate**" means, in relation to a Party, any holding company or subsidiary company of the relevant Party from time to time or any company which is a subsidiary company of a holding company of that Party from time to time (and the expressions "holding company"

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[2] Note to draft: Parties to conform to underlying funding arrangements.
[3] Note to draft: Definitions to conform to underlying funding arrangements

and “subsidiary” shall have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006);

“**Appointed Representative**” means the Representative identified in the Step-In Notice;

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

“**CfD Counterparty Enforcement Action**” means:

(A) the termination or revocation of the Contract by the CfD Counterparty (including the giving of any notice under or pursuant to Condition 51.1 (*Pre-Start Date termination*) or 51.6 (*Default termination*) of the Contract by the CfD Counterparty to the Generator terminating the Contract, but excluding the giving of any notice under or pursuant to Condition 51.8 (*Qualifying Change in Law termination*) of the Contract by the CfD Counterparty to the Generator terminating the Contract and the subsequent termination of the Contract under that Condition);

(B) the suspension or withholding (as applicable) by the CfD Counterparty of payments under or pursuant to Condition 31.11 (*Failure to comply with Electrical Schematic Obligation*) or 31.17 (*Failure to provide Metering Access Right*) or 30.2(A) (*Failure to comply with Eligibility Criteria undertaking*) of the Contract or paragraph 3.4 (*Failure to comply with FMS Audit Right*) of Part A of Annex 7 or paragraph 5.4 (*Failure to comply with SC Audit Right*) of Part C of Annex 7 to the Contract; or

(C) the commencement by the CfD Counterparty of any proceedings for, or the petitioning by the CfD Counterparty for, the winding-up, administration, dissolution or liquidation of the Generator (or the equivalent procedure under the law of the jurisdiction in which the Generator is incorporated, domiciled or resident or carries on business or has assets);

“**CfD Counterparty Enforcement Notice**” means a notice given by the CfD Counterparty to the [Lender(s)]/[Security Trustee] specifying the CfD Counterparty Enforcement Action which the CfD Counterparty intends to take and, in reasonable detail, the grounds for such intended action;

“**CfD Documents**” has the meaning given to that term in the Contract;

“**CfD Settlement Required Information**” has the meaning given to that term in the Contract;

“**CfD Settlement Services Provider**” has the meaning given to that term in the Contract;

“**Contract**” means the contract for difference dated [●]and made between the CfD Counterparty and the Generator in relation to the Facility;

“**Contract Default**” has the meaning given to “**Default**” in the Contract;

"**Control**" means, in relation to an entity (the "controlled entity"), the ability of another entity (the "controlling entity") to:

(A) exercise the majority of the voting rights in that entity; or

(B) having become a direct or indirect shareholder, control the majority of the voting rights in that entity, either alone or pursuant to an agreement with other direct or indirect shareholders; or

(C) having become a direct or indirect shareholder, appoint or remove a majority of the board of directors in that entity, or

(D) having become a direct or indirect shareholder, exercise dominant influence or control over that entity.

and "**Controlled**" shall be construed accordingly;

"**Event of Default**" means any event or circumstance the occurrence of which is treated as an event of default under the Facilities Agreement;

"**Facilities Agreement**" means the facilities agreement dated [[●]/[on or around the date of this Deed]] between, amongst others, [the lenders named therein,] the [Lender(s)]/[Security Trustee], [the Facility Agent] and the Generator;[4]

"**Facility**" has the meaning given to that term in the Contract;

"**Facility Agent**" means the Facility Agent appointed under the Facilities Agreement;[5]

"**Finance Documents**" means the Facilities Agreement and the other documents defined as Finance Documents in the Facilities Agreement;[6]

"**Finance Parties**" means the parties with the benefit of security under the Security Documents and "**Finance Party**" means any of them;[7]

"**Finance Party Discharge Date**" means the date on which all of the Finance Party Obligations have been fully and irrevocably paid or discharged and no further Finance Party Obligations are capable of becoming outstanding;

"**Finance Party Obligations**" means any obligations owed to the Finance Parties in connection with the Finance Documents;

"**Generator's Proceeds Account**" means the account held by the Generator at [●] with the account number [●] and sort code [●] or such other account and bank as the Generator and the [Lender(s)]/[Security Trustee] may notify to the CfD Counterparty from time to time;

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[4] Note to draft: Definition to conform to underlying funding arrangements
[5] Note to draft: Definition to conform to underlying funding arrangements
[6] Note to draft: Definition to conform to underlying funding arrangements
[7] Note to draft: Definition to conform to underlying funding arrangements

"**Lender**" means any bank or financial institution (excluding any direct or indirect shareholder of the Generator) which provides debt financing or refinancing in relation to the Facility.

"**Non-Qualification Event**"

[means the Security Trustee ceasing, in respect of the rights afforded to it under this Deed, to act only on behalf of any person who is:

(A) [a] Lender(s) having the benefit of first ranking security over all or substantially all of the assets of the Generator (including its rights in respect of the Facility and under the Contract) and in whose favour the Generator has assigned its rights under the Contract and any other CfD Document in accordance with Condition 79.6 of the Contract; or

(B) an Affected Person having the benefit of first ranking security over all or substantially all of the assets of the Generator (including its rights in respect of the Facility and under the Contract) and in whose favour the Generator has assigned its rights under the Contract and any other CfD Document in accordance with Condition 79.6 of the Contract;

PROVIDED that there shall not be a Non-Qualification Event where a person who previously satisfied sub-paragraph (A) above has become a direct or indirect shareholder solely as a result of the creation or enforcement of a security interest held by them (a "**Security Shareholder**") and who otherwise continues to satisfy sub-paragraph (a) above, unless such Security Shareholder (whether directly or indirectly) has exercised Control over the Generator for a period of twenty (20) Business Days or more prior to the time of any breach, non-compliance or failure which is or may be the subject of a CfD Counterparty Enforcement Notice or, having the right, ability or power to do so, fails to prevent any breach, non-compliance or failure which is or may be the subject of a CfD Counterparty Enforcement Notice.][8] /

[means the Lender(s) ceasing, in respect of the rights afforded to [it]/[them] under this Deed, to be [a person who is/ persons who are]:

(A) Lender(s) having the benefit of first ranking security over all or substantially all of the assets of the Generator (including its rights in respect of the Facility and under the Contract) and in whose favour the Generator has assigned its rights under the Contract and any other CfD Document in accordance with Condition 79.6 of the Contract,

PROVIDED that there shall not be a Non-Qualification Event where [a person/ the persons] who previously satisfied sub-paragraph (a) above [has/have] become [a] direct or indirect shareholder(s) solely as a result of the creation or enforcement of a security interest held by them (a "**Security Shareholder**") but who otherwise continues to satisfy sub-paragraph (a) above, unless such Security Shareholder (whether directly or indirectly) has exercised Control over the Generator for a period of twenty (20) Business

[8] Retain wording in square brackets if there is a Security Trustee.

Days or more prior to the time of any breach, non-compliance or failure which is or may be the subject of a CfD Counterparty Enforcement Notice or, having the right, ability or power to do so, fails to prevent any breach, non-compliance or failure which is or may be the subject of a CfD Counterparty Enforcement Notice.][9]

"**Novation Agreement**" means a novation agreement entered into pursuant to Clause 9.3 (*Substitution Procedure*) between the CfD Counterparty, the Generator and the Substitute substantially in the form set out in Annex 2 (*Form of Novation Agreement*);

"**Novation Date**" has the meaning given to that term in Clause 9.3(B) ((*Substitution Procedure*));

"**Novation Notice**" means a notice given by the [Lender]/[Security Trustee] to the CfD Counterparty pursuant to Clause 9.1 (*Proposed Substitution*) specifying:

(A) the identity of the proposed Substitute; and

(B) the Proposed Novation Date;

**"NQE Termination Trigger Date"** means (as applicable) the date specified in the notice issued to the [Lender(s)]/[Security Trustee] pursuant to Clause 3.4(D)(i) (unless the [Lender(s)]/[Security Trustee] has remedied the failure or non-compliance prior to such date) or the date of a notice delivered to the CfD Counterparty of a notice delivered pursuant to Clause 10.3;

"**Party**" means a party to this Deed;

"**Proposed Novation Date**" means the date proposed by the [Lender(s)]/[Security Trustee] in a Novation Notice for the novation to a Substitute of the Generator's rights and obligations under the Contract;

"**Proposed Step-In Date**" means the date proposed by the [Lender(s)]/[Security Trustee] in a Step-In Notice upon which the Appointed Representative shall give a Step-In Undertaking as contemplated by Clause 6.2 (*Step-In Undertaking*);

"**Representative**" means:

(A) the [Facility Agent], [the Security Trustee] and any Finance Party and/or any of their Affiliates;

(B) an administrator, administrative receiver, receiver, receiver and manager or any other insolvency official of the Generator and/or any or all of its assets appointed in connection with the Finance Documents;

(C) a person directly or indirectly owned or Controlled by [the Facility Agent], [the Security Trustee] and/or the Finance Parties or any of them; or

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[9] Retain wording in square brackets if there is a Lender but no Security Trustee

(D) any other person approved by the CfD Counterparty;

"**Security Documents**" means any documents creating or evidencing any existing or future security interest granted by the Generator to the [Lender(s)]/[Security Trustee] to secure the payment and discharge of any or all Finance Party Obligations;

"**Security Shareholder**" has the meaning given to that term in the definition "Non-Qualification Event";

"**Step-In Date**" means the date on which the Appointed Representative gives a Step-In Undertaking to the CfD Counterparty as contemplated by Clause 6.2 (*Step-In Undertaking*);

"**Step-In Decision Period**" means a period commencing on the date of receipt by the [Lender(s)]/[Security Trustee] from the CfD Counterparty of any CfD Counterparty Enforcement Notice and ending on the first to occur of the Step-In Date, the Novation Date and the date falling one hundred and twenty (120) days after the commencement of the Step-In Decision Period;

"**Step-In Notice**" has the meaning given to that term in Clause 6.1 (*Step-In Notice*);

"**Step-In Period**" means the period from the Step-In Date to and including the first to occur of:

(A) the expiry of the notice period in any notice given under Clause 8 (*Step-Out*);

(B) the Novation Date;

(C) the Finance Party Discharge Date; and

(D) the date of any termination or revocation of the Contract by the CfD Counterparty in accordance with this Deed and the Contract;

"**Step-In Undertaking**" means an undertaking substantially in the form set out in Annex 1 (*Form of Step-In Undertaking*) given by the Appointed Representative;

"**Step-Out Date**" means the date upon which a Step-In Period ends;

"**Step-Out Notice**" has the meaning given to that term in Clause 8(A) (*Step-Out*);

"**Substitute**" means a person nominated by the [Lender(s)]/[Security Trustee] pursuant to Clause 9.1 (*Proposed Substitution*) or Clause 9.2 (*Objection to Substitute*), as the case may be, as the transferee of the Generator's rights and obligations under the Contract; and

"**Supplier Obligation Regulations**" has the meaning given to that term in the Contract.

**1.2 Interpretation**

(A) Unless a contrary indication appears, any reference in this Deed to:

(i) the "**CfD Counterparty**", [the "**Facility Agent**",][ the "**Security Trustee**"], the "**Generator"**, [any "**Lender**", ][any "**Finance Party**"] or any "**Appointed Representative**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) an agreement includes a deed and instrument;

(iii) an agreement is a reference to it as amended, supplemented, restated, novated or replaced from time to time;

(iv) a provision of law is a reference to that provision as amended, extended or re-enacted and includes all laws and official requirements made under or deriving validity from it;

(v) any "**obligation**" of any person under this Deed or any other agreement or document shall be construed as a reference to an obligation expressed to be assumed by or imposed on it under this Deed or, as the case may be, that other agreement or document (and "**due**", "**owing**" and "**payable**" shall be similarly construed);

(vi) a "**Clause**", "**paragraph**" or "**Annex**" is a reference to a clause or paragraph of, or an annex to, this Deed;

(vii) a "**person**" includes any individual, firm, company, corporation, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity;

(viii) time is a reference to time in London, England; and

(ix) words in the singular shall be interpreted as including the plural, and *vice versa*.

(B) The words "**include**" and "**including**" shall be construed without limitation to the generality of the preceding words.

(C) Headings are for ease of reference only.

## 2. CONSENT TO SECURITY AND PAYMENT INSTRUCTIONS

### 2.1 Consent to Security

(A) The Generator hereby gives notice to the CfD Counterparty that, under or pursuant to the Security Documents, the Generator has assigned or charged by way of security to the [Lender(s)]/[Security Trustee] its rights, title and interest in and to the Contract.

(B) The CfD Counterparty acknowledges receipt of notice of, and consents to, the grant of the security interests referred to in paragraph (A) above.

(C) The CfD Counterparty acknowledges that neither the [Lender(s)]/[Security Trustee] nor any Finance Party shall have any obligations or liabilities to the CfD Counterparty (whether in place of the Generator or otherwise) in respect of the Contract as a result of any security interest created under the Security Documents except to the extent that the [Lender(s)]/[Security Trustee] or such Finance Party incur[(s)] such obligations or liabilities pursuant to Clause 6 (*Step-In*), Clause 7 (*Step-In Period*), Clause 8 (*Step-Out*) or Clause 9 (*Novation*).

**2.2 No other Security Interests**

The CfD Counterparty confirms that, as at the date of this Deed, it has not received notice of any other security interest granted over the Generator's rights, title and interest in and to the Contract. The CfD Counterparty agrees to notify the [Lender(s)]/[Security Trustee] as soon as reasonably practicable if it receives any such notice.

**2.3 Payment of Monies**

(A) Each of the Generator and the [Lender(s)]/[Security Trustee] irrevocably authorises and instructs the CfD Counterparty, and the CfD Counterparty agrees, to pay the full amount of each sum which it is obliged at any time to pay to the Generator under or in respect of the Contract (whether before or after termination of the Contract) to the Generator's Proceeds Account or [, following the occurrence of an Event of Default and at any time thereafter,] to such other account in the United Kingdom that the [Lender(s)]/[Security Trustee] may direct in writing to the CfD Counterparty on not less than ten (10) Business Days' notice.

(B) Each payment made in accordance with paragraph (A) above shall constitute a good discharge *pro tanto* of the obligation of the CfD Counterparty to make the relevant payment to the Generator.

(C) The authority and instructions set out in paragraph (A) above shall not be revoked or varied by the Generator without the prior written consent of the [Lender(s)]/[Security Trustee], copied to the CfD Counterparty.

**2.4 Contract**

The Parties agree and acknowledge that the exercise of the rights of the [Lender(s)]/[Security Trustee] or the Appointed Representative, as the case may be (a) under the Contract during the Step-in Period; and (b) in connection with the security interests granted by the Generator shall not amend, waive or suspend the provisions of the Contract and the rights of the CfD Counterparty under the Contract, except as expressly set out under this Deed and any Step-In Undertaking.

**2.5 Statement as to Event of Default conclusive**

The CfD Counterparty may treat any statement or notice from the [Lender(s)]/[Security Trustee or the lenders under the Facility Agreement] that an Event of Default has occurred as conclusive evidence of the occurrence of the Event of Default.

## 3. NOTIFICATION BY CFD COUNTERPARTY

### 3.1 Notification of Default

(A) The CfD Counterparty shall, as soon as reasonably practicable, send to the [Lender(s)]/[Security Trustee] a copy of any notice of default under the Contract served by the CfD Counterparty on the Generator.

(B) The CfD Counterparty shall have no obligation to notify the [Lender(s)]/[Security Trustee] of a default under the Contract where the CfD Counterparty has not served a notice of default on the Generator.

### 3.2 Cure Right

The [Lender(s)]/[Security Trustee] may, at any time outside a Step-In Period, take or procure the taking of any action on behalf of the Generator in circumstances where:

(A) the Generator's failure to take such action would be a breach of the Contract or would be or could reasonably be expected to contribute towards the occurrence of a Contract Default; or

(B) the Generator has breached the Contract or a Contract Default has arisen,

and any such action will be deemed to have been taken by the Generator for the purposes of the Contract and any breach or Contract Default will be cured, remedied or will not arise (as appropriate) if such breach or Contract Default would have been cured or remedied or would not have arisen (as appropriate) if the Generator had taken such action itself.

### 3.3 CfD Counterparty Enforcement Action

Subject to Clause 7.2 (*CfD Counterparty Enforcement Action during a Step-In Period*), the CfD Counterparty shall not take any CfD Counterparty Enforcement Action without first giving a CfD Counterparty Enforcement Notice to the [Lender(s)]/[Security Trustee].

### 3.4 Non-Qualification Event

(A) The [Lender(s)]/[Security Trustee] shall by the fifteenth (15th) Business Day after delivery to the [Lender(s)]/[Security Trustee] of:

(i) any CfD Counterparty Enforcement Notice; or

(ii) any notice from the CfD Counterparty requesting that the [Lender(s)]/[Security Trustee] evidence that a Non-Qualification Event has not taken place,

(a "**Qualification Demonstration Deadline**"), evidence to the satisfaction of the CfD Counterparty (acting reasonably) that a Non-Qualification Event has not taken place.

(B) For the purposes of Clause 3.4(A) unless otherwise agreed by the CfD Counterparty, the evidence provided shall be:

(i) a clear letter to the CfD Counterparty from the external legal advisors to the [Lender(s)]/[Security Trustee] (the "**NQE Confirmation**"):

(a) setting out the corporate details of the [Lender(s)]/[Security Trustee] [and all persons for whom the Security Trustee acts in respect of the rights afforded to it under this Deed][10];

(b) [confirming that the Security Trustee acts only, in respect of the rights afforded to it under this Deed, on behalf of the person(s) referred to in paragraphs (A) or (B) of the definition of Non-Qualification Event;][11]

(c) [if the Security Trustee acts on behalf of any person who is a direct or indirect shareholder of the Generator, explaining the basis upon which such person falls within (as applicable) paragraph (B) of the definition of Non-Qualification Event and][12] confirming whether [such person][13]/[the Lender][14] is a Security Shareholder and, if so, when they became a Security Shareholder;

(d) confirming that the external legal advisors are not aware of a Non-Qualification Event having occurred; and

(e) explaining any changes to the Finance Parties, the Finance Documents, the Security Documents[,]/[and/or] the underlying financial arrangements relating or relevant to this Deed [and/or the persons on behalf of whom the Security Trustee is exercising the rights afforded by this Deed][15] since the last letter provided under this Clause 3.4(B) (or, if no letter has been provided, the date of this Deed) and confirming that (i) insofar as it is aware having made due and careful enquiry of the [Lender(s)]/[Security Trustee], the Finance Documents and Security Documents are up to date, true, complete and accurate and (ii) the contents of the NQE Confirmation are a true and accurate reflection of the relevant contents of the Finance Documents and the Security Documents; and

(ii) a clear letter to the CfD Counterparty from the [Lender(s)]/[Security Trustee] ("**Further NQE Confirmation**") (signed by a duly authorised

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[10] Words in square brackets to be retained if there is a Security Trustee.
[11] Words in square brackets to be retained if there is a Security Trustee.
[12] Words in square brackets to be retained if there is a Security Trustee.
[13] Words in square brackets to be retained if there is a Security Trustee.
[14] Words in square brackets to be retained in the case of a Lender and no Security Trustee.
[15] Words in square brackets to be retained if there is a Security Trustee.

senior representative and/or in-house legal advisor) certifying that [insofar as it is aware having made all due and careful enquiry][16]:

(a) a Non-Qualification Event has not occurred;

(b) [if the Security Trustee acts on behalf of any person who is a direct or indirect shareholder of the Generator, whether such person falls within (as applicable) paragraph (B) of the definition of Non-Qualification Event and][17] whether [such person][18]/[the Lender][19] is a Security Shareholder;

(c) if a breach, non-compliance or failure has occurred which is or may be the subject of a CfD Counterparty Enforcement Notice, such breach, non-compliance or failure did not occur more than twenty (20) Business Days after the [Lender(s)]/[Security Trustee] became a Security Shareholder who has enforced its Security Documents and Controls the Generator. In this case, the [Lender(s)]/[Security Trustee] shall also provide an explanation of the situation and information or evidence to support its certification and explanation;

(d) the Finance Documents and Security Documents are up-to-date, true and complete; and constitute a true, complete, comprehensive and accurate record of the financial arrangements between the parties to them and are not misleading; and

(e) the [Lender(s)]/[Security Trustee] has provided all the Finance Documents and Security Documents to its external legal advisor for the purpose of such external legal advisor providing the NQE Confirmation; and

(iii) if requested by the CfD Counterparty, up-to-date, complete and accurate copies of the relevant Finance Documents and Security Documents.

(C) Without limitation of Clause 3.4(B), the CfD Counterparty may, within ten (10) Business Days of receipt of the NQE Confirmation, Further NQE Confirmation and/or the documentation referred to in Clause 3.4(B)(iii), request clarification of the contents of the NQE Confirmation, Further NQE Confirmation and/or documentation referred to in Clause 3.4(B)(iii). If the [Lender(s)]/[Security Trustee] receives such a request, it shall provide the requested clarification to the CfD Counterparty within ten (10) Business Days of receipt of the request.

(D) Where the [Lender(s)]/[Security Trustee]:

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[16] Words in square brackets to be retained only if there is a Security Trustee.
[17] Words in square brackets to be retained if there is a Security Trustee.
[18] Words in square brackets to be retained if there is a Security Trustee.
[19] Words in square brackets to be retained if there is a Lender and no Security Trustee.

(i) fails to comply with Clauses 3.4(A), 3.4(B) and/or 3.4(C) and/or if the Finance Documents and/or Security Documents provided under Clause 3.4(C) do not support and/or are inconsistent with or contradict the NQE Confirmation or Further NQE Confirmation,

the CfD Counterparty may give a notice to the [Lender(s)]/[Security Trustee] that this Deed shall terminate on the date specified in which notice (such date being no earlier than the date falling ten (10) Business Days after the date of such notice), and this Deed shall so terminate pursuant to Clause 10.1, unless, in the case of Clause 3.4(D)(i), in the intervening period the [Lender(s)]/[Security Trustee] has remedied (as applicable) its failure or non-compliance with Clause 3.4(A), 3.4(B) and/or Clause 3.4(C) and/or the failure of the Finance Documents and/or the Security Documents to support or be consistent with the NQE Confirmation, Further NQE Confirmation and/or any contradiction between the Finance Documents and/or Security Documents and the NQE Confirmation and/or Further NQE Confirmation.

(E) Where the [Lender(s)]/[Security Trustee] complies with Clause 3.4(A) by the Qualification Demonstration Deadline, the CfD Counterparty shall provide confirmation of such compliance to the [Lender(s)]/[Security Trustee] as soon as reasonably practicable thereafter.

**3.5 No Waiver**

The provisions of this Clause 3 shall not constitute any waiver as against the Generator of the grounds for the intended exercise of the CfD Counterparty's rights to take any CfD Counterparty Enforcement Action or any of its other rights regarding such CfD Counterparty Enforcement Action and the giving of a CfD Counterparty Enforcement Notice shall not release the Generator from its obligations or liabilities under the Contract.

## 4. NOTIFICATION BY THE [LENDER(S)]/[SECURITY TRUSTEE]

**4.1 Notice of Event of Default**

The [Lender(s)]/[Security Trustee] shall, as soon as reasonably practicable, send to the CfD Counterparty a copy of any notice of an Event of Default served by or on behalf of the [Lender(s)]/[Security Trustee or the lenders under the Facility Agreement] on the Generator.

**4.2 Notices from the [Lender(s)]/[Security Trustee]**

After receiving notification of an Event of Default from the [Lender(s)]/[Security Trustee], the CfD Counterparty shall accept as validly given by the Generator any notices or demands pursuant to and in accordance with the Contract given or made by the [Lender(s)]/[Security Trustee] or Appointed Representative, as the case may be, provided, in each case, such notice or demand would have been validly given had it been given by the Generator itself. The Generator consents to the giving of such notices or demands and acknowledges and agrees that the service of such notices or demands by the [Lender(s)]/[Security Trustee] or Appointed Representative, as the case may be, shall not affect the rights and remedies of the CfD Counterparty under the Contract.

## 5. STEP-IN DECISION PERIOD

### 5.1 Suspension of Rights and Remedial Action

During a Step-In Decision Period the CfD Counterparty shall not take any CfD Counterparty Enforcement Action (other than any CfD Counterparty Enforcement Action taken pursuant to Clause 5.3 (*Revival of Remedies*) in relation to any prior Step-In Decision Period).

### 5.2 Statement of Amounts Due

(A) As soon as reasonably practicable, and in any event within thirty (30) days, after the commencement of a Step-In Decision Period, the CfD Counterparty shall give the [Lender(s)]/[Security Trustee] a statement of any amounts owed by the Generator to the CfD Counterparty and any outstanding performance obligations of the Generator under the Contract of which the CfD Counterparty is aware as at the date of the CfD Counterparty Enforcement Notice.

(B) For the avoidance of doubt, a failure by the CfD Counterparty to include in any such statement an amount owed or a performance obligation outstanding under the Contract shall not limit in any way the obligations or liabilities of the Generator under the Contract or the obligations or liabilities of the [Lender(s)]/[Security Trustee] or any Appointed Representative or Substitute under or pursuant to this Deed.

### 5.3 Revival of Remedies

If a CfD Counterparty Enforcement Notice has been given and:

(A) neither the Step-In Date nor the Novation Date has occurred before expiry of the Step-In Decision Period; or

(B) the Step-In Date has occurred before expiry of the Step-In Decision Period but a Step-Out Date has subsequently occurred without there being a Novation Date,

the CfD Counterparty shall be entitled to take CfD Counterparty Enforcement Action without serving a further CfD Counterparty Enforcement Notice if the default, event or circumstance in respect of which the CfD Counterparty gave the CfD Counterparty Enforcement Notice is subsisting or has not been remedied or cured (whether by the Generator, [Lender(s)]/[Security Trustee] or any other person).

## 6. STEP-IN

### 6.1 Step-In Notice

(A) At any time during a Step-In Decision Period, the [Lender(s)]/[Security Trustee] may give notice to the CfD Counterparty (a "**Step-In Notice**") specifying:

(i) the Appointed Representative who will give a Step-In Undertaking to the CfD Counterparty; and

(ii) the Proposed Step-In Date (which shall be a date no earlier than five (5) Business Days after the date of the Step-In Notice).

(B) The Proposed Step-In Date must fall on or prior to the expiry of the Step-In Decision Period.

(C) The [Lender(s)]/[Security Trustee] may revoke a Step-In Notice at any time prior to the Step-In Date by notice to the CfD Counterparty, provided that the relevant Step-In Decision Period shall be deemed to have expired on delivery of such notice to the CfD Counterparty.

**6.2 Step-In Undertaking**

Unless otherwise agreed by the CfD Counterparty in its sole and absolute discretion, the [Lender(s)]/[Security Trustee] shall procure that the Appointed Representative gives a Step-In Undertaking to the CfD Counterparty on the Proposed Step-In Date.

7. **STEP-IN PERIOD**

**7.1 Step-In Period**

During the Step-In Period:

(A) the CfD Counterparty shall deal only with the Appointed Representative and not the Generator and the CfD Counterparty shall have no liability to the Generator for compliance with the instructions of the Appointed Representative or the [Lender(s)]/[Security Trustee] in priority to those of the Generator;

(B) the CfD Counterparty agrees that payment by the Appointed Representative to the CfD Counterparty of any sums due under the Contract, or performance by the Appointed Representative of any other of the Generator's obligations under the Contract, shall comprise good discharge *pro tanto* of the Generator's payment and other obligations under the Contract; and

(C) the CfD Counterparty shall owe its obligations under the Contract to the Generator and the Appointed Representative jointly but performance by the CfD Counterparty in favour of the Appointed Representative alone shall be a good discharge *pro tanto* of its obligations under the Contract.

**7.2 CfD Counterparty Enforcement Action during a Step-In Period**

(A) During the Step-In Period, the CfD Counterparty shall be entitled to take CfD Counterparty Enforcement Action if:

(i) the Appointed Representative breaches the terms of the Step-In Undertaking; and

(ii) such breach would, save for the terms of Clause 5.1 (*Suspension of Rights and Remedial Action*), entitle the CfD Counterparty to take the relevant CfD Counterparty Enforcement Action under or in connection with the Contract.

(B) The provisions of Clause 3.3 (*CfD Counterparty Enforcement Action*) shall not apply to any CfD Counterparty Enforcement Action taken pursuant to this Clause 7.2.

8. **STEP-OUT**

(A) The Appointed Representative or the [Lender(s)]/[Security Trustee] shall give the CfD Counterparty at least ten (10) Business Days' prior written notice of the date on which the Appointed Representative will step out (a "**Step-Out Notice**").

(B) Upon the Step-Out Date (howsoever occurring):

(i) all of the Appointed Representative's obligations and liabilities to the CfD Counterparty under the Step-In Undertaking will be cancelled, other than those for which the Appointed Representative is liable under the Step-In Undertaking and which arose or accrued prior to the Step-Out Date;

(ii) all of the Appointed Representative's rights against the CfD Counterparty under the Step-In Undertaking will be cancelled, other than those which arose or accrued prior to the Step-Out Date; and

(iii) without prejudice to sub-paragraph (i) above, the Appointed Representative will be released from all obligations and liabilities to the CfD Counterparty under the Contract and this Deed.

(C) The Generator shall continue to be bound by the terms of the Contract notwithstanding the occurrence of the Step-Out Date and the CfD Counterparty shall continue to be entitled to exercise and enforce all of its rights and remedies under the Contract as against the Generator.

9. **NOVATION**

**9.1 Proposed Substitution**

(A) Subject to paragraph (B) below, at any time:

(i) during a Step-In Decision Period or a Step-In Period; or

(ii) during which an Event of Default is subsisting (and the CfD Counterparty may treat as conclusive evidence that an Event of Default is subsisting any notice served by the [Lender(s)]/[Security Trustee] pursuant to this paragraph (A)),

the [Lender(s)]/[Security Trustee] may give a Novation Notice to the CfD Counterparty.

(B) The [Lender(s)]/[Security Trustee] shall give the CfD Counterparty not less than fifteen (15) Business Days' prior notice of the Proposed Novation Date.

**9.2 Objection to Substitute**

The CfD Counterparty may only object to a proposed Substitute if the entry into a Novation Agreement or the Contract with the proposed Substitute would be unenforceable or illegal and the CfD Counterparty gives notice of its objection to the [Lender(s)]/[Security Trustee] within ten (10) Business Days of receipt by the CfD Counterparty of the Novation Notice, in which case the [Lender(s)]/[Security Trustee] may propose an alternative Substitute.

**9.3 Substitution Procedure**

(A) On the Proposed Novation Date or such later date (if any) as the identity of the Substitute is determined pursuant to Clause 9.2 (*Objection to Substitute*) the CfD Counterparty and the Generator shall each enter into a Novation Agreement with the Substitute.

(B) The novation of the Generator's rights and obligations under the Contract pursuant to a Novation Agreement shall be effective from the date (the "**Novation Date**") which is the latest of the Proposed Novation Date, such later date (if any) as the identity of the Substitute is determined pursuant to Clause 9.2 (*Objection to Substitute*) and the date upon which each of the following conditions is satisfied, namely:

(i) the CfD Counterparty having received, in form and content satisfactory to the CfD Counterparty acting reasonably:

(a) a certified copy of the constitutional documents and certificate of incorporation and any certificate of incorporation on change of name of the Substitute; and

(b) evidence of compliance by the Substitute with "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Novation Agreement, the Contract and the other CfD Documents;

(ii) the CfD Counterparty having received a legal opinion addressed to the CfD Counterparty, in form and content reasonably satisfactory to the CfD Counterparty, from the legal advisers to the Substitute confirming that the Substitute:

(a) is duly formed and validly existing under the laws of the jurisdiction of its formation; and

(b) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, the Contract and the other CfD Documents;

(iii) the CfD Counterparty having received written confirmation from the CfD Settlement Services Provider that:

(a) it has received the CfD Settlement Required Information which is required from the Substitute prior to the Proposed Novation Date or such later date, as the case may be; and

(b) the Substitute has in place the systems and processes which are necessary for the continued provision of the CfD Settlement Required Information;

(iv) the Substitute being or having become the legal and beneficial owner of the Facility, subject only to any third party rights arising by reason of any security interest created or subsisting over or in respect of the Facility; and

(v) any collateral required to be in place under Condition 55 (*Collateral Requirement*) or 56 (*Acceptable Collateral*) of the Contract having been provided by or on behalf of the Substitute.

(C) The CfD Counterparty shall notify the [Lender(s)]/[Security Trustee] and the Substitute of the Novation Date as soon as reasonably practicable after it has occurred.

(D) At the [Lender(s)]/[Security Trustee]'s cost, the CfD Counterparty shall, subject to and in accordance with Condition 79.7 (*Permitted assignment by the Generator*) of the Contract, enter into a direct agreement with the [Lender(s)]/[Security Trustee] (or such other representative of the lenders lending to such Substitute) and the Substitute on substantially the same terms as this Deed and effective from the Novation Date.

10. **DURATION**

10.1 This Deed shall commence on the date hereof and shall continue in full force and effect until the first to occur of:

(A) the Finance Party Discharge Date;

(B) expiry of the term of the Contract;

(C) the termination or revocation of the Contract (in accordance with the Contract and this Deed); and

(D) the NQE Termination Trigger Date,

in each case without prejudice to any accrued rights and obligations arising pursuant to this Deed existing at the date of termination.

10.2 The [Lender(s)]/[Security Trustee] shall promptly notify the CfD Counterparty of the occurrence of the Finance Party Discharge Date.

10.3 The [Lender(s)]/[Security Trustee] shall promptly notify the CfD Counterparty upon becoming aware of the occurrence of a Non-Qualification Event.

10.4 The [Lender(s)]/[Security Trustee] shall not exercise any rights under this Deed after becoming aware that a Non-Qualification Event is in operation as at the date when the right to exercise such rights would otherwise have arisen.

## 11. CHANGES TO PARTIES

### 11.1 Benefit of Deed

This Deed shall benefit and be binding on the Parties, their respective successors and any permitted assignee or transferee of all or some of a Party's rights and obligations under this Deed.

### 11.2 Assignment

Save as provided in Clause 9 (*Novation*) or Clause 11.3 (*Assignment by the [Lender(s)]/[Security Trustee]*), neither the [Lender(s)]/[Security Trustee] nor the Generator may assign, transfer, novate or otherwise dispose of all or any of their respective rights, benefits or obligations under this Deed without the prior consent of the other Parties.

### 11.3 Assignment by the [Lender(s)]/[Security Trustee]

The [Lender(s)]/[Security Trustee] may assign or transfer [its]/[their respective] rights under this Deed to any successor [Lender(s)]/[Security Trustee] without the consent of the CfD Counterparty.

### 11.4 Generator's Acknowledgement

The Generator joins in this Deed to acknowledge and consent to the arrangements set out in it and agrees not knowingly to do or omit to do anything that may prevent either of the other Parties from enforcing its rights under this Deed.

## 12. NOTICES

### 12.1 Communications in Writing

Any communications to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter.

### 12.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is as follows:

(A) **CfD Counterparty**

Address: Low Carbon Contracts Company, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX

Attention: Head of Commercial

(B) **[Lender(s)]/[Security Trustee]**

Address: [●]

Attention: [●]

(C) **Generator**

Address: [●]

Attention: [●]

or any substitute address, or department or officer as the Party may notify to the other Parties on not less than five (5) Business Days' notice.

**12.3 Delivery**

Any communication or document made or delivered to a Party under or in connection with this Deed will only be effective when it has been left at the relevant address or five (5) Business Days after being deposited in the post (postage prepaid) in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 12.2 (*Addresses*), if addressed to that department or officer.

13. **MISCELLANEOUS**

**13.1 Limited Recourse**

Notwithstanding any other provision of this Deed:

(A) the liability of the CfD Counterparty pursuant to this Deed shall not exceed the aggregate of:

(i) the amounts from time to time received and held by the CfD Counterparty, and allocated to this Deed, pursuant to the Supplier Obligation Regulations; and

(ii) any other funds of the type referred to in Condition 71.3(E) (*CfD Counterparty payment undertakings*) of the Contract from time to time received and held by the CfD Counterparty, and allocated to this Deed, whether pursuant to the Supplier Obligation Regulations or otherwise; and

(B) the CfD Counterparty shall not be in default pursuant to this Deed in not making any payment that is due and owing if and to the extent that it shall not have received the amounts and other funds referred to in paragraph (A) above which are necessary to make such payment, but if and to the extent that such payment is not made, the CfD Counterparty shall continue to owe an amount equal to the amount of the payment due and owing but not paid and shall make such payment

promptly (and in any event within two (2) Business Days) after and to the extent of its receipt of such corresponding and allocated amounts and other funds.

**13.2 Amendments**

This Deed may not be amended, waived, supplemented or otherwise varied unless in writing and signed by or on behalf of all of the Parties.

**13.3 Remedies and Waivers**

No failure to exercise, nor any delay in exercising, any power, right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

**13.4 Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**13.5 No Partnership**

Neither this Deed nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties.

**13.6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**13.7 Third Party Beneficiaries**

(A) Save as provided in paragraph (B) below, this Deed is intended for the sole and exclusive benefit of the Parties.

(B) The Contracts (Rights of Third Parties) Act 1999 is expressly excluded save for:

(i) any rights of any Appointed Representative on and after the issue of a Step-In Undertaking by that Appointed Representative; or

(ii) any rights of any Substitute on and after any Novation Date under or in connection with Clause 9 (*Novation*),

in each case, as if they were a party to this Deed.

(C) This Deed may be varied in any way and at any time by the Parties without the consent of any third party.

**13.8 Entire Agreement**

This Deed and the Contract constitute the entire agreement between the Parties with respect to the subject matter of this Deed.

**13.9 Effect of this Deed**

(A) The Parties acknowledge and agree that the express or implied terms and conditions of this Deed shall, in the event of any inconsistency or conflict with the express or implied terms and conditions of the Contract, prevail over the relevant terms and conditions of the Contract.

(B) Nothing in this Deed or the arrangements contemplated hereby shall prejudice the rights of any of the Finance Parties under the Finance Documents or any Security Documents or shall be construed as obliging the [Lender(s)]/[Security Trustee] to exercise any of [its]/[their respective] rights under the Security Documents or under this Deed.

14. **GOVERNING LAW AND JURISDICTION**

(A) This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England.

(B) The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed).

**IN WITNESS WHEREOF** this Deed has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

**CfD Counterparty**

**EXECUTED** and delivered as a **DEED** by )
**LOW CARBON CONTRACTS COMPANY LTD** )
acting by its director/duly appointed attorney ) ……
Director/Attorney

in the presence of

Signature:……..

Print Name:……

Address:…….

Occupation:……

**[Lender]/[Security Trustee]**

**EXECUTED** and delivered as a **DEED** by )
[●] )
acting by its director/duly appointed attorney ) ……..
Director/Attorney

in the presence of

Signature: ……...

Print Name: ……

Address: …….

Occupation:……

**Generator**

**EXECUTED** and delivered as a **DEED** by )
[●] )
acting by its director/duly appointed attorney ) ……..
Director/Attorney

in the presence of

Signature: ……...

Print Name: ……

Address: ……

Occupation: ……

**Annex 1**
**Form of Step-In Undertaking**

*[From the Appointed Representative]*

From: [Appointed Representative]

To: Low Carbon Contracts Company Ltd [insert address]

For the attention of: Head of Commercial

Date: [insert date]Dear Sirs,

**DIRECT AGREEMENT (the "Agreement")**

1. In accordance with clause 6 (*Step-In*) of the Agreement, we undertake to you that we will:

   (a) pay, or procure payment, to you within three (3) Business Days of the date hereof any sum that is due and payable to you by the Generator but unpaid as of the date hereof;

   (b) pay, or procure payment, to you any sum which becomes due and payable by the Generator to you pursuant to the terms of the Contract during the Step-In Period which is not paid by the Generator on the due date;

   (c) perform or discharge, or procure the performance or discharge of, all outstanding performance obligations of the Generator which have arisen or fallen due prior to the date hereof:

      (i) within ten (10) Business Days of the date hereof; or

      (ii) if the performance or discharge of any obligation is being disputed pursuant to the provisions of the Contract, within ten (10) Business Days of the same being agreed or finally determined; and

   (d) perform or discharge, or procure the performance or discharge of, any performance obligations of the Generator under the Contract which arise during the Step-In Period,

   in each case in accordance with and subject to the terms of the Contract as if we were a party to the Contract in place of the Generator.

2. This Step-In Undertaking may be terminated by the giving of a Step-Out Notice to you in accordance with clause 8 (*Step-Out*) of the Agreement and shall automatically terminate upon the Step-Out Date, save that we shall continue to be liable to you for outstanding obligations and liabilities arising prior to termination in accordance with clause 8(B) (*Step-Out*) of the Agreement.

3. All capitalised terms used in this letter shall have the meanings given them in the Agreement.

4. This Step-In Undertaking and any non-contractual obligations arising out or in connection with it are governed by and shall be construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with it.

Yours faithfully,

……..

For and on behalf of

[Appointed Representative]

## Annex 2
## Form of Novation Agreement

**THIS NOVATION AGREEMENT is dated [●] and made as a deed BETWEEN:**

(1) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX and whose company number is 08818711 (the "**CfD Counterparty**");

(2) [**insert name and details of the generator**], a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the "**Generator**"); and

(3) [**insert name and details of the substitute**], a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the "**Substitute**")

(together referred to as the "**Parties**").

**BACKGROUND**

(A) The Generator, the CfD Counterparty and the [Lender(s)]/[Security Trustee] have entered into an agreement (the "**Direct Agreement**") dated [●] pursuant to which the [Lender(s)]/[Security Trustee] [has]/[have] the right to require the rights and obligations of the Generator under the Contract to be novated to a Substitute.

(B) The Substitute has been identified as the Substitute for the purposes of clause 9 (*Novation*) of the Direct Agreement.

(C) This is the Novation Agreement referred to in clause 9.3 (*Substitution Procedure*) of the Direct Agreement.

**IT IS AGREED as follows:**

**1. Definitions and Interpretation**

Unless a contrary indication appears, words and expressions defined, or defined by reference, in the Direct Agreement have the same meanings in this Agreement.

**2. CfD Counterparty Release and Discharge**

With effect from the Novation Date, the CfD Counterparty releases and discharges the Generator from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the CfD Counterparty and arising out of or in respect of the Contract, save for the Generator's obligations under Condition 72 (*Confidentiality*) of the Contract.

**3. Generator Release and Discharge**

With effect from the Novation Date, the Generator releases and discharges the CfD Counterparty from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the Generator and arising out of or in respect of the Contract.

**4. Substitute Assumption of Liabilities**

The Substitute undertakes to assume all the liabilities, duties and obligations of the Generator of every description contained in the Contract, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed, and agrees to perform all the duties and to discharge all the liabilities and obligations of the Generator under the Contract and to be bound by their terms and conditions in every way as if the Substitute were named in the Contract as a party in place of the Generator from the date of the Contract.

**5. CfD Counterparty Agreement to Perform**

The CfD Counterparty agrees to perform all its duties and to discharge all its obligations under the Contract and to be bound by all the terms and conditions of the Contract in every way as if the Substitute were named in the Contract as a party in place of the Generator from the date of the Contract.

**6. Replacement of Generator by Substitute**

As from the Novation Date, reference to the Generator (by whatsoever name known) in the Contract shall be deleted and replaced by reference to the Substitute.

**7. Outstanding CfD Counterparty Claims**

The CfD Counterparty shall not take any CfD Counterparty Enforcement Action by reason of any event notified in a CfD Counterparty Enforcement Notice or any act or omission by the [Lender(s)]/[Security Trustee], any Appointed Representative and/or the Generator occurring prior to the Novation Date provided that the foregoing shall be without prejudice to the CfD Counterparty's remedies (including without limitation the right to take CfD Counterparty Enforcement Action) in respect of:

(A) outstanding amounts properly due and payable to the CfD Counterparty on the Novation Date and which remain unpaid on the expiry of three (3) Business Days' notice from the CfD Counterparty to the Substitute that such amounts are due and payable; and

(B) to the extent not covered by paragraph (A) above, any breach of a Step-In Undertaking or the Contract by an Appointed Representative, the Generator or the [Lender(s)]/[Security Trustee] occurring prior to the Novation Date which has not been remedied upon the expiry of ten (10) Business Days' notice from the CfD Counterparty to the Substitute that such breach has not been remedied.

**8. Continuance of the Contract**

It is hereby agreed and declared that the Contract shall continue in full force and effect and that, as from the Novation Date, the terms and conditions of the Contract have only changed to the extent set out in this Agreement.

**9. Further Assurance**

The Parties shall perform such further acts and execute and deliver such further documents as may be required by law or reasonably requested by each other to implement the purposes of and to perfect this Agreement.

**10. Contract (Rights of Third Parties) Act 1999**

This Agreement does not create any rights under the Contract (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to it.

**11. Variations**

No variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties to this Agreement.

**12. Notices**

Any notices to be served on the Substitute pursuant to the Contract shall be served in accordance with Condition 80 (*Notices*) of the Contract and to:

[*insert Substitute contact details*]

**13. Counterparts**

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

**14. Governing Law and Jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the courts of England.

**IN WITNESS WHEREOF** this Agreement has been executed and delivered as a deed on the date first stated above.[20]

[20] Note to draft: execution blocks to be amended as appropriate

**CfD Counterparty**

**EXECUTED** and delivered as a **DEED** by )
**LOW CARBON CONTRACTS COMPANY LTD** )
acting by its director/duly appointed attorney )..... Director/Attorney

in the presence of

Signature: ……...

Print Name: ……

Address: ……

Occupation: ……

**Generator**

**EXECUTED** and delivered as a **DEED** by )
**[●]** )
acting by its director/duly appointed attorney )..... Director/Attorney

in the presence of

Signature: ……...

Print Name: ……

Address: ……..

Occupation:…….

**Substitute**

**EXECUTED** and delivered as a **DEED** by )
**[●]** )
acting by its director/duly appointed attorney )....
Director/Attorney

in the presence of

Signature: ……...

Print Name: ……

Address: ……

Occupation:…..……

## Annex 4
## BMRP

1. **APPLICATION**

This Annex 4 (*BMRP*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

2. **DEFINITIONS: ANNEX 4**

2.1 In this Annex 4 (*BMRP*):

"**5-TD Sample Period**" means a period of five (5) consecutive Trading Days;

"**5-TD Trade Number Percentage**" means, in respect of a price source, the number of Baseload Forward Season Contracts in respect of electricity to be delivered within Great Britain conducted on or reported by such price source in a 5-TD Sample Period expressed as a percentage of the total number of Baseload Forward Season Contracts in respect of electricity to be delivered within Great Britain conducted on or reported by all of the Calculation Price Sources during such 5-TD Sample Period and, where such price source conducts or reports Baseload Forward Season Contracts less frequently than every Trading Day, the number of Baseload Forward Season Contracts attributable to each Trading Day shall be the number of Baseload Forward Season Contracts conducted or reported on each Price Source Live Day allocated equally to each Trading Day from and including each Price Source Live Day to and excluding the next occurring Price Source Live Day;

"**5-TD Volume Percentage**" means, in respect of a price source, the volume (expressed in MWh) of Baseload Forward Season Contracts in respect of electricity to be delivered within Great Britain conducted on or reported by such price source in a 5-TD Sample Period expressed as a percentage of the volume (expressed in MWh) of Baseload Forward Season Contracts in respect of electricity to be delivered within Great Britain conducted on or reported by all of the Calculation Price Sources during such 5-TD Sample Period and, where such price source conducts or reports Baseload Forward Season Contracts less frequently than every Trading Day, the volume of Baseload Forward Season Contracts attributable to each Trading Day shall be the volume of Baseload Forward Season Contracts conducted or reported on each Price Source Live Day allocated equally to each Trading Day from and including each Price Source Live Day to and excluding the next occurring Price Source Live Day;

"**Baseload CfD**" means a FiT Contract for Difference to which Part 5A (*Payment calculations: Baseload Technologies*) of these Conditions is expressed to apply and "**Baseload CfDs**" shall be construed accordingly;

"**Baseload Contract Period**" has the meaning given to that term in paragraph 1(C)(i) of Part B;

"**Baseload Forward Season Contract**" means a contract relating to the delivery of a firm volume of energy in each Settlement Unit within the Season immediately following the Season in which such contract is entered into (whether physically or cash settled);

"**Baseload Forward Season Index**" means an index or other source of prices of Baseload Forward Season Contracts from which the Baseload Forward Season Trading Day Price can be calculated and "**Baseload Forward Season Indices**" shall be construed accordingly;

"**Baseload Forward Season Trading Day Price**" means the volume weighted average price for all Baseload Forward Season Contracts reported by a Baseload Price Source in respect of Trading Day (i) calculated, subject to Condition 15.3 (where applicable), in accordance with the following formula:

$$\text{Baseload Forward Season Trading Day Price} = \frac{\sum_{n=1}^{t}\left(P_n \times V_n\right)}{\sum_{n=1}^{t}\left(V_n\right)}$$

where:

*n* is a whole number integer representing a Baseload Forward Season Contract on the relevant Trading Day (i);

*t* is the total number of Baseload Forward Season Contracts entered into on the relevant Trading Day (i), as reported by the relevant Baseload Price Source;

$P_n$ is the price (£/MWh) of Baseload Forward Season Contract (t); and

$V_n$ is the volume (MWh) of Baseload Forward Season Contract (t);

"**Baseload Generator**" means, at the relevant time, an Eligible Generator party to a Baseload CfD and "**Baseload Generators**" shall be construed accordingly;

"**Baseload Market Reference Price**" has the meaning given to that term in Condition 15.2;

"**Baseload Price Sources**" means the Baseload Forward Season Indices to be used in the calculation of the Baseload Market Reference Price, being the Initial BMRP Indices or such other replacement or supplementary Baseload Forward Season Indices which are required to be so used as a result of the operation of the provisions of Part A, and "**Baseload Price Source**" shall be construed accordingly;

"**BMRP Annual Review**" means a review of the BMRP Review Price Sources conducted by the CfD Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*BMRP Annual Reviews*) of Part A;

"**BMRP Annual Review Cut-Off Date**" means, in relation to each BMRP Annual Review, 20 September in the calendar year in which the BMRP Review Commencement Date occurs;

"**BMRP Annual Review Dispute Notice**" has the meaning given to that term in paragraph 4.1(A) of Part A;

"**BMRP Annual Review Implementation Date**" has the meaning given to that term in paragraph 1.6(C) of Part A;

"**BMRP Annual Review Outcome Notice**" has the meaning given to that term in paragraph 1.6 of Part A;

"**BMRP Dispute**" means a BMRP Price Source Dispute or a BMRP Principles Review Dispute;

"**BMRP Dispute Generator**" has the meaning given to that term in paragraph 4.1 of Part A;

"**BMRP Dispute Notice**" has the meaning given to that term in paragraph 4.1 of Part A;

"**BMRP Dispute Threshold Criterion**" has the meaning given to that term in paragraph 4.13 of Part A;

"**BMRP Dispute Validity Notice**" has the meaning given to that term in paragraph 4.3 of Part A;

"**BMRP Expert Appointment Threshold**" has the meaning given to that term in paragraph 4.9 of Part A;

"**BMRP Inclusion Criteria**" in respect of a price source, means that:

(A) the 5-TD Trade Number Percentage in respect of such price source in each 5-TD Sample Period during the BMRP Review Calculation Period is at least five per cent. (5%);

(B) the 5-TD Volume Percentage in respect of such price source in each 5-TD Sample Period during the BMRP Review Calculation Period is at least five per cent. (5%);

(C) such price source has at all times during the BMRP Review Calculation Period, no fewer than ten (10) market participants which, it is evidenced to the CfD Counterparty:

(i) are each party to one or more Baseload Forward Season Contracts and for each of such market participants at least one reported trade of a Baseload Forward Season Contract is used to derive the Baseload Forward Seasons Trading Day Price; and

(ii) comply with one or more of the following criteria:

(a) for price sources that are based on brokered trades, the market participants are listed in a maintained list of counterparties which have been approved by one or more brokers to trade the products relevant to such price sources;

(b) for price sources that are based on a commodity exchange, the market participants have established arrangements with that exchange for the provision of initial and variation margins;

(c) for price sources where trades are enacted through a software platform, the market participants have established links with the platform;

(d) for price sources that provide pricing information on a subscription basis, the market participants have a subscription to that price source; or (where none of the above can be evidenced);

(e) the market participants have incurred a material cost to trade using the price source; and

(D) such price source reports prices of Baseload Forward Season Contracts at least once per calendar month during the BMRP Review Calculation Period,

and "**BMRP Inclusion Criterion**" shall be construed accordingly;

"**BMRP Mechanism Amendment**" has the meaning given to that term in paragraph 2.6 of Part A;

"**BMRP Price Source Dispute**" means a Dispute relating to the outcome of a BMRP Annual Review;

"**BMRP Principles**" means the principles set out in paragraph 1 (*BMRP Principles*) of Part B;

"**BMRP Principles Prioritisation**" means the prioritisation of the BMRP Principles provided for in paragraph 2 (*Prioritisation of BMRP Principles*) of Part B;

"**BMRP Principles Request Criterion**" has the meaning given to that term in paragraph 2.3 of Part A;

"**BMRP Principles Request Notice**" has the meaning given to that term in paragraph 2.2 of Part A;

"**BMRP Principles Request Validity Notice**" has the meaning given to that term in paragraph 2.5 of Part A;

"**BMRP Principles Review**" means a review conducted by the CfD Counterparty pursuant to, and within the parameters specified in, paragraph 2 (*BMRP Principles Reviews*) of Part A;

"**BMRP Principles Review Dispute**" means a Dispute in relation to the outcome of a BMRP Principles Review;

"**BMRP Principles Review Dispute Notice**" has the meaning given to that term in paragraph 4.1(B) of Part A;

"**BMRP Principles Review Implementation Date**" has the meaning given to that term in paragraph 2.12(B) of Part A;

"**BMRP Principles Review Notice**" has the meaning given to that term in paragraph 2.8 of Part A;

"**BMRP Principles Review Outcome Notice**" has the meaning given to that term in paragraph 2.12 of Part A;

"**BMRP Principles Review Proposals**" has the meaning given to that term in paragraph 2.12(A) of Part A;

"**BMRP Principles Review Response Deadline**" has the meaning given to that term in paragraph 2.8(B) of Part A;

"**BMRP Principles Review Response Notice**" has the meaning given to that term in paragraph 2.9 of Part A;

"**BMRP Principles Review Trigger**" has the meaning given to that term in paragraph 2.1 of Part A;

"**BMRP Quality Criteria**" in respect of a price source, means the CfD Counterparty having determined that, as at the BMRP Review Commencement Date (in the case of a BMRP Annual Review) or as at the BMRP Principles Review Response Deadline (in the case of a BMRP Principles Review):

(A) the underlying data used to compile or prepare such price source:

(i) is subject to reasonable procedures to ensure its accuracy and completeness;

(ii) is subject to reasonable procedures to ensure its retention by the administrator for a period of at least two (2) years such that it is capable of audit; and

(iii) consists only of verifiable transaction data and does not include data which is the product of a subjective judgement;

(B) the methodology used by the administrator to prepare and compile such price source:

(i) is appropriately documented;

(ii) is not subject to subjective judgement; and

(iii) may only be changed in accordance with documented change control procedures which provide adequate protection against conflicts of interest which exist or are reasonably likely to arise in connection with such methodology; and

(C) the administrator of such price source and the submitters to such price source have effective organisational and administrative arrangements in place to identify and manage conflicts of interest and to protect commercial confidentiality,

and "**BMRP Quality Criterion**" shall be construed accordingly;

"**BMRP Review**" means a BMRP Annual Review or a BMRP Principles Review (as the context requires) and "**BMRP Reviews**" shall be construed accordingly;

"**BMRP Review Calculation Period**" means:

(A) in respect of each BMRP Annual Review, the twelve (12) month period ending on (and including) the day immediately prior to the BMRP Review Commencement Date; and

(B) in respect of each BMRP Principles Review, the twelve (12) month period ending on (and including) the day immediately prior to the BMRP Principles Review Response Deadline;

"**BMRP Review Commencement Date**" has the meaning given to that term in paragraph 1.2 of Part A;

"**BMRP Review Price Sources**" has the meaning given to that term in paragraph 1.8 of Part A;

"**Calculation Price Source**" means a price source which is determined pursuant to a BMRP Review to have met the BMRP Quality Criteria;

"**Calculation Season**" means a Season for which the Baseload Market Reference Price is calculated;

"**Excluded 5-TD Sample Period**" has the meaning given to that term in paragraph 1.6(B)(i)(b) of Part A;

"**Fallback Baseload Price**" means a price calculated in accordance with the methodology contained in Part C;

"**Initial BMRP Indices**" means the LEBA Baseload Index and the NASDAQ Baseload Index;

"**LEBA Baseload Index**" means the Baseload Forward Season Index reported by the London Energy Brokers' Association;

"**NASDAQ Baseload Index**" means the Baseload Forward Season Index reported by NASDAQ OMX Commodities A.S.;

"**Price Source Live Day**" means, in respect of a price source, a day where Baseload Forward Season Contracts are conducted or reported;

"**Proposed BMRP Expert**" has the meaning given to that term in paragraph 4.3(A) of Part A;

"**Reference Price Sample Period**" means the Season before the Calculation Season;

"**Trading Day**" means any day on which trading on the markets from which the Baseload Price Sources are derived ordinarily takes place;

"**Year-Ahead Basis**" has the meaning given to that term in paragraph 3.1(A) of Part A;

"**Year-Ahead Switch Effective Date**" has the meaning given to that term in paragraph 3.1 of Part A; and

"**Year-Ahead Switch Notice**" has the meaning given to that term in paragraph 3.1 of Part A.

## Part A
## BMRP Review Procedures

### 1. BMRP ANNUAL REVIEWS

***Requirement to undertake BMRP Annual Reviews***

1.1 Subject to paragraphs 1.3 and 1.4, the CfD Counterparty shall conduct a BMRP Annual Review in each year during the Term.

1.2 Subject to paragraph 1.3, the CfD Counterparty shall commence each BMRP Annual Review on 01 October (or, if such date is not a Business Day, the first (1st) Business Day thereafter) (the "**BMRP Review Commencement Date**").

1.3 The CfD Counterparty shall not be required to perform a BMRP Annual Review before 01 October 2015.

1.4 The CfD Counterparty shall not be required to conduct a BMRP Annual Review pursuant to paragraph 1.1 if, as at the BMRP Review Commencement Date, a BMRP Principles Review is being conducted.

***Purpose of a BMRP Annual Review***

1.5 The purpose of each BMRP Annual Review shall be for the CfD Counterparty to determine whether:

(A) the BMRP Quality Criteria are met in respect of each BMRP Review Price Source; and

(B) the BMRP Inclusion Criteria are met in respect of each BMRP Review Price Source which meets the BMRP Quality Criteria.

***Notification of outcome of BMRP Annual Review***

1.6 The CfD Counterparty shall, no later than 01 January in the year immediately following the relevant BMRP Review Commencement Date, notify the Generator of the outcome of the BMRP Annual Review (a "**BMRP Annual Review Outcome Notice**"). Each BMRP Annual Review Outcome Notice shall:

(A) (i) identify each BMRP Review Price Source which is, subject to and in accordance with paragraphs 1.7(A) and 1.7(B), to be a Baseload Price Source; or (ii) if the CfD Counterparty has determined that no BMRP Review Price Source meets the BMRP Inclusion Criteria and the BMRP Quality Criteria, contain a statement to that effect;

(B) set out:

(i) in respect of each BMRP Review Price Source, either:

(a) a statement that such price source meets the BMRP Quality Criteria; or

(b) a summary of the reasons for the CfD Counterparty having determined that such price source does not meet all or any of the BMRP Quality Criteria;

(ii) in respect of each BMRP Review Price Source that meets the BMRP Quality Criteria:

(a) a statement that such price source meets the BMRP Inclusion Criteria; or

(b) (i) a list of the 5-TD Sample Periods in respect of which such price source has not met all or any of the BMRP Inclusion Criteria (each such 5-TD Sample Period being an "**Excluded 5-TD Sample Period**"); (ii) (if such price source did not meet the BMRP Inclusion Criterion in paragraph (A) of the definition thereof) the 5-TD Trade Number Percentage in each Excluded 5-TD Sample Period; (iii) (if such price source did not meet the BMRP Inclusion Criterion in paragraph (B) of the definition thereof) the 5-TD Volume Percentage in each Excluded 5-TD Sample Period; and (iv) (if such price source did not meet the BMRP Inclusion Criterion in paragraph (C) or (D) of the definition thereof) a statement to that effect; and

(C) set out the date on which the results of the BMRP Annual Review shall be utilised to calculate the Baseload Market Reference Price, such date being the first (1st) day of the Season commencing immediately after the BMRP Review Commencement Date (a "**BMRP Annual Review Implementation Date**").

***Implementation of outcome of BMRP Annual Review***

1.7 Each BMRP Review Price Source which is, pursuant to a BMRP Annual Review, determined by the CfD Counterparty:

(A) to meet the BMRP Inclusion Criteria and the BMRP Quality Criteria shall, with effect from the relevant BMRP Annual Review Implementation Date, be a Baseload Price Source; or

(B) not to have met (or to have ceased to meet) the BMRP Inclusion Criteria or the BMRP Quality Criteria shall, with effect from the BMRP Annual Review Implementation Date, cease to be used as a Baseload Price Source, provided that if this paragraph 1.7(B) would result in there being no Baseload Price Source:

(i) (subject to paragraph (ii)) the Baseload Price Sources prior to the commencement of the relevant BMRP Annual Review shall remain unamended pending the outcome of a BMRP Principles Review; or

(ii) if a BMRP Principles Review Trigger falling within paragraph 2.1(A)(iii) has occurred, the Fallback Baseload Price shall be used as the Baseload Price Source for the purposes of calculating the Baseload Market Reference Price pending the outcome of a BMRP Principles Review.

***The BMRP Review Price Sources***

1.8 Subject to paragraph 1.9, the "**BMRP Review Price Sources**" shall be:

(A) the Baseload Price Sources as at the relevant BMRP Review Commencement Date; and

(B) all other Baseload Forward Season Indices of which the CfD Counterparty is aware at the BMRP Review Commencement Date (including any such index or price source notified by the Generator to the CfD Counterparty no later than the BMRP Annual Review Cut-Off Date).

1.9 The CfD Counterparty may elect to exclude any index or price source as a BMRP Review Price Source if:

(A) the Generator notifies the CfD Counterparty of a Baseload Forward Season Index which it wishes the CfD Counterparty to assess as part of a BMRP Annual Review but such notification is received (or deemed to have been received) by the CfD Counterparty after the BMRP Annual Review Cut-Off Date;

(B) the CfD Counterparty considers that the fees which would be payable by the CfD Counterparty to the person administering, maintaining, operating, producing or publishing such Baseload Forward Season Index, either:

(i) for the purposes of conducting the BMRP Annual Review (including in connection with the CfD Counterparty's assessment of whether such index or price source meets the BMRP Inclusion Criteria and the BMRP Quality Criteria); or

(ii) (subject to the outcome of the BMRP Annual Review) for the utilisation of such index or price source as a Baseload Price Source,

are commercially unreasonable;

(C) the CfD Counterparty, having used reasonable endeavours to do so, is unable to access the data and information necessary to enable the CfD Counterparty to assess whether such Baseload Forward Season Index fulfils the BMRP Inclusion Criteria and the BMRP Quality Criteria; or

(D) the CfD Counterparty considers that it will not, using reasonable endeavours, be able to ensure that the CfD Settlement Services Provider has sufficiently robust, regular and timely access to the data of the Baseload Forward Season Index to permit its use in the calculation of the Baseload Market Reference Price.

***BMRP Annual Review: Disputes***

1.10 Paragraph 4 (*BMRP Reviews: Dispute Process*) shall apply to any Dispute relating to this paragraph 1 (*BMRP Annual Reviews*).

## 2. BMRP PRINCIPLES REVIEWS

***Requirement to undertake BMRP Principles Reviews***

2.1 The CfD Counterparty:

(A) shall conduct a BMRP Principles Review if:

(i) either: (a) the CfD Counterparty determines as part of a BMRP Annual Review that no BMRP Review Price Source meets the BMRP Inclusion Criteria and the BMRP Quality Criteria; or (b) (if there is a valid Dispute relating to the outcome of a BMRP Annual Review) an Expert determines that no BMRP Review Price Source meets the BMRP Inclusion Criteria and the BMRP Quality Criteria;

(ii) the splitting of the GB electricity market has been proposed or effected by the relevant Competent Authority;

(iii) the volume (expressed in MWh) of Baseload Forward Season Contracts in respect of electricity to be delivered within Great Britain reflected in each Baseload Price Source is nil in any 5-TD Sample Period during the previous BMRP Review Calculation Period (excluding any 5-TD Sample Period falling wholly within the period 24 December to 01 January inclusive in such BMRP Review Calculation Period); or

(iv) the BMRP Principles Request Criterion is met; and

(B) may conduct a BMRP Principles Review if it determines that the Baseload Market Reference Price does not reflect the market price for the sale of electricity delivered within Great Britain,

(each, a "**BMRP Principles Review Trigger**").

2.2 If the Generator considers that the calculation of the Baseload Market Reference Price does not comply with all of the BMRP Principles, the Generator may give a notice to the CfD Counterparty requesting the CfD Counterparty to undertake a BMRP Principles Review (a "**BMRP Principles Request Notice**"). A BMRP Principles Request Notice:

(A) shall specify which of the BMRP Principles the Generator believes the calculation of the Baseload Market Reference Price does not comply with;

(B) may include proposals from the Generator with respect to the manner in which the non-compliance with the BMRP Principles should be addressed (including any proposals regarding BMRP Mechanism Amendments which the Generator considers should be effected); and

(C) shall include Supporting Information, in reasonable detail, which the Generator considers to be relevant to and supportive of the matters in paragraphs (A) and (B).

2.3 For the purposes of paragraph 2.1(A)(iv), the "**BMRP Principles Request Criterion**" is that thirty per cent. (30%) or more of Baseload Generators, by volume or number, have given the CfD Counterparty a BMRP Principles Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the BMRP Principles Request Criterion is met, the CfD Counterparty shall calculate:

(A) the number of Baseload Generators which have given a BMRP Principles Request Notice as a percentage of the total number of Baseload Generators; and

(B) the volume attributable to Baseload CfDs to which Baseload Generators which have given a BMRP Principles Request Notice are party as a percentage of the total volume attributable to Baseload CfDs (and, for this purpose, "**volume**" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant Baseload CfD).

***Validity of BMRP Principles Request Notices***

2.4 The Generator acknowledges and agrees that all BMRP Principles Request Notices shall be invalid and of no effect if the BMRP Principles Request Criterion is not met.

2.5 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the BMRP Principles Request Criterion has been met (a "**BMRP Principles Request Validity Notice**").

***Purpose of BMRP Principles Review***

2.6 If the CfD Counterparty is required or elects to undertake a BMRP Principles Review pursuant to paragraph 2.1, then the purpose of such BMRP Principles Review shall be to assess the extent to which:

(A) the calculation of the Baseload Market Reference Price in accordance with Condition 15 (*Baseload Market Reference Price*) (including the components of the formula in Condition 15.2) is compliant with the BMRP Principles and, if the calculation of the Baseload Market Reference Price in accordance with Condition 15 (*Baseload Market Reference Price*) is not compliant with the BMRP Principles, the changes to Condition 15 (*Baseload Market Reference Price*) which the CfD Counterparty considers to be necessary to ensure compliance with all of the BMRP Principles; and

(B) any of the following would ensure compliance with all of the BMRP Principles:

(i) an amendment or supplement to, or replacement or removal of, the Baseload Price Sources;

(ii) the application of any weighting (whether by volume or number of trades) with respect to any price sources used in the calculation of the Baseload Market Reference Price;

(iii) a change to the Season-ahead methodology for calculating the Baseload Market Reference Price; or

(iv) a change to the Reference Price Sample Period,

including any consequential changes to Part 5A (*Payment calculations: Baseload Technologies*) and Annex 4 (*BMRP*) which are necessary to give effect to any of the foregoing,

(each such change, or any combination of such changes, a "**BMRP Mechanism Amendment**").

2.7 If the CfD Counterparty considers that it is not possible to effect any BMRP Mechanism Amendment in a manner which will be compliant with all of the BMRP Principles, the CfD Counterparty shall assess which BMRP Mechanism Amendment should be effected in order to comply with the greatest number of BMRP Principles in accordance with the BMRP Principles Prioritisation.

***Notification of BMRP Principles Review***

2.8 If the CfD Counterparty is required or elects to undertake a BMRP Principles Review pursuant to paragraph 2.1, the CfD Counterparty shall give a notice to the Generator (a "**BMRP Principles Review Notice**") and, if the CfD Counterparty has been required to undertake a BMRP Principles Review pursuant to paragraph 2.1(A)(iii), the CfD Counterparty shall give the BMRP Principles Review Notice no later than five (5) Business Days after such BMRP Principles Review Trigger has occurred. A BMRP Principles Review Notice shall:

(A) specify the BMRP Principles Review Trigger which has occurred; and

(B) specify a deadline by which the Generator may provide a BMRP Principles Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the BMRP Principles Review Notice is received by the Generator (the "**BMRP Principles Review Response Deadline**").

2.9 The Generator may, as soon as reasonably practicable and not later than the BMRP Principles Review Response Deadline, give a notice to the CfD Counterparty (the "**BMRP Principles Review Response Notice**"). A BMRP Principles Review Response Notice:

(A) shall:

(i) include all of the Supporting Information which the Generator wishes the CfD Counterparty to take account of in undertaking the BMRP Principles Review; and

(B) may include proposals from the Generator with respect to the manner in which the BMRP Principles Review Trigger should be addressed (including any proposals regarding BMRP Mechanism Amendments which the Generator considers should be effected).

2.10 The CfD Counterparty may disregard any BMRP Principles Review Response Notice received by the CfD Counterparty after the BMRP Principles Review Response Deadline.

***Baseload Price Sources during BMRP Principles Review***

2.11 From the date on which the BMRP Principles Review Notice is given:

(A) (subject to paragraph (B) below) the Baseload Price Sources prior to the commencement of the relevant BMRP Principles Review shall remain unamended pending the outcome of a BMRP Principles Review; or

(B) if a BMRP Principles Review Trigger falling within paragraph 2.1(A)(iii) has occurred, the Fallback Baseload Price shall be used as the Baseload Price Source for the purposes of calculating the Baseload Market Reference Price $BQ_{i,j}$ for all Trading Days from and including the BMRP Principles Review Trigger having occurred to and excluding the date on which the BMRP Principles Review Notice is given or deemed to have been given shall be deemed to be zero (0), pending the outcome of a BMRP Principles Review.

***Notification of outcome of BMRP Principles Review***

2.12 The CfD Counterparty shall give a notice to the Generator of the outcome of a BMRP Principles Review (a "**BMRP Principles Review Outcome Notice**") as soon as reasonably practicable following the conclusion of a BMRP Principles Review. A BMRP Principles Review Outcome Notice shall:

(A) set out the outcome of the BMRP Principles Review (including the details of any BMRP Mechanism Amendments which the CfD Counterparty proposes to effect) (the "**BMRP Principles Review Proposals**") and, if paragraph 2.7 applies:

(i) a summary of the reasons for the CfD Counterparty having determined that it is not possible to effect any BMRP Mechanism Amendment in a manner which complies with all of the BMRP Principles; and

(ii) the BMRP Principles which the CfD Counterparty considers will be complied with by virtue of the BMRP Mechanism Amendments being effected; and

(B) specify the date from which any BMRP Mechanism Amendments are to take effect, such date being:

(i) no earlier than three (3) months after the date on which the BMRP Principles Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties); and

(ii) in the case of BMRP Mechanism Amendments relating to a BMRP Principles Review Trigger pursuant to paragraph 2.1(A)(ii), not before such splitting of the GB electricity market occurs,

and where the CfD Counterparty considers it appropriate to do so, shall coincide with the start of a Season (the "**BMRP Principles Review Implementation Date**").

***BMRP Principles Review: Disputes***

2.13 Paragraph 4 (*BMRP Reviews: Dispute Process*) shall apply to any Dispute relating to this paragraph 2 (*BMRP Principles Reviews*).

2.14 Subject to paragraph 4.12, the BMRP Mechanism Amendments set out in the BMRP Principles Review Outcome Notice shall take effect on the BMRP Principles Review Implementation Date.

3. **BMRP YEAR-AHEAD MIGRATION**

3.1 If:

(A) the Secretary of State has publicly announced that Baseload Generators will be able to enter into FiT Contracts for Difference pursuant to which the Baseload Market Reference Price is to be calculated using:

(i) prices quoted on Trading Days that fall before the six (6) month period immediately prior to the period in respect of which the market reference price is being calculated; and

(ii) contracts relating to the delivery of a firm volume of energy in each Settlement Unit within a Season or longer period,

(a "**Year-Ahead Basis**"); and

(B) the Baseload Market Reference Price is at that time not calculated on a Year-Ahead Basis,

then the Generator may at any time serve a notice on the CfD Counterparty (a "**Year-Ahead Switch Notice**"). A Year-Ahead Switch Notice shall specify the date (which must be the first (1st) Trading Day of a Season and not less than twenty (20) Business Days after the date on which the Year-Ahead Switch Notice is given) from which the Generator wishes the calculation of the Baseload Market Reference Price to be conducted on a Year-Ahead Basis (the "**Year-Ahead Switch Effective Date**").

3.2 Upon receipt of a Year-Ahead Switch Notice:

(A) the Generator shall be deemed to unconditionally accept the provisions in the FiT Contracts for Difference referred to in paragraph 3.1(A) which effect the calculation of the Baseload Market Reference Price on a Year-Ahead Basis; and

(B) the Year-Ahead Basis shall apply to the calculation of the Baseload Market Reference Price in the Contract for Difference with effect from the later of: (i) the Year-Ahead Switch Effective Date; and (ii) the first (1st) day of the first Season that immediately follows the date upon which the FiT Contracts for Difference set out in paragraph 3.1(A) come into effect.

## 4. BMRP REVIEWS: DISPUTE PROCESS

***Procedure for raising a Dispute***

4.1 The Generator may, no later than twenty (20) Business Days after receipt of:

(A) a BMRP Annual Review Outcome Notice, give a notice to the CfD Counterparty that it wishes to raise a Dispute in relation to the outcome of such BMRP Annual Review (a "**BMRP Annual Review Dispute Notice**"); or

(B) a BMRP Principles Review Outcome Notice, give a notice to the CfD Counterparty that it wishes to raise a Dispute in relation to the outcome of such BMRP Principles Review (a "**BMRP Principles Review Dispute Notice**"),

(a BMRP Annual Review Dispute Notice and a BMRP Principles Review Dispute Notice each being a "**BMRP Dispute Notice**" and any such Generator, a "**BMRP Dispute Generator**"). Each BMRP Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 57.3(A) to 57.3(H) (inclusive).

***Validity of BMRP Dispute Notices***

4.2 The Generator acknowledges and agrees that all BMRP Dispute Notices shall be invalid and of no effect if the BMRP Dispute Threshold Criterion in respect of the relevant BMRP Dispute is not met.

4.3 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the BMRP Dispute Threshold Criterion has been met (irrespective of whether or not the Generator is a BMRP Dispute Generator) (a "**BMRP Dispute Validity Notice**"). A BMRP Dispute Validity Notice shall:

(A) include a proposal as to the identity, and terms of reference, of an Expert to determine the BMRP Dispute (the "**Proposed BMRP Expert**") and details of the relevant expertise that the CfD Counterparty considers qualifies him to determine such BMRP Dispute (being a person fulfilling the requirements of Condition 59.2 and having no conflict of interest which prevents him from determining the BMRP Dispute);

(B) comply with the requirements of an Expert Determination Notice as specified in Condition 59.1; and

(C) comply with the requirements of a Consolidation Notice as specified in Condition 61.2.

***Permitted bases of Dispute: BMRP Annual Review***

4.4 For the purposes of paragraph 4.1(A), the Generator acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any BMRP Annual Review if there is a manifest error or fraud in any determination by the CfD Counterparty as to whether or not a BMRP Review Price Source meets the BMRP Quality Criteria or the BMRP Inclusion Criteria and that any BMRP Annual Review Dispute Notice which is

based upon grounds other than those specified in this paragraph 4.4 shall be invalid and of no effect.

***Permitted bases of Dispute: BMRP Principles Review***

4.5 For the purposes of paragraph 4.1(B), the Generator acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any BMRP Principles Review if:

(A) the CfD Counterparty has acted unreasonably in failing to pay due regard to the Supporting Information which the Generator requested the CfD Counterparty to take account of in undertaking the BMRP Principles Review (as set out in its BMRP Principles Review Response Notice);

(B) the CfD Counterparty has proposed to effect a BMRP Mechanism Amendment which was stated in the BMRP Principles Review Outcome Notice to be compliant with all of the BMRP Principles and the Generator considers that such BMRP Mechanism Amendment contravenes one (1) or more of the BMRP Principles; or

(C) the CfD Counterparty has proposed to effect a BMRP Mechanism Amendment on the basis contemplated by paragraph 2.7 and the Generator considers that either:

(i) one (1) or more of the proposed BMRP Mechanism Amendments contravenes one (1) of the BMRP Principles which the CfD Counterparty considers would be complied with by virtue of such BMRP Mechanism Amendment being effected; or

(ii) an alternative BMRP Mechanism Amendment complies with a greater number of BMRP Principles (in accordance with the BMRP Principles Prioritisation) than the BMRP Mechanism Amendments contained within the BMRP Principles Review Proposals,

and any BMRP Principles Review Dispute Notice which is based upon grounds other than those specified in this paragraph 4.5 shall be invalid and of no effect.

***Resolution of valid BMRP Disputes***

4.6 If:

(A) the BMRP Dispute Threshold Criterion is met in respect of the relevant BMRP Dispute; and

(B) the relevant BMRP Dispute complies with paragraph 4.4 (in respect of any BMRP Annual Review Dispute Notice) or 4.5 (in respect of any BMRP Principles Review Dispute Notice) (as the context requires),

then such BMRP Dispute shall be finally resolved in accordance with paragraphs 4.7 and 4.8.

4.7 If paragraph 4.6 applies to any BMRP Dispute:

(A) Condition 58 (*Resolution by Senior Representatives*) shall not apply to such BMRP Dispute;

(B) no agreement between the Generator and the CfD Counterparty to settle the relevant BMRP Dispute shall be valid and binding unless such resolution is agreed with all Baseload Generators;

(C) the Arbitration Procedure shall not apply to such BMRP Dispute;

(D) the Generator agrees not to raise any objection to the consolidation of such BMRP Dispute in accordance with Condition 61 (*Consolidation of Connected Disputes*);

(E) the Expert Determination Procedure shall apply to such BMRP Dispute on the basis that:

(i) (if the BMRP Expert Appointment Threshold is met) the CfD Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 59.1 and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed BMRP Expert;

(ii) (if the BMRP Expert Appointment Threshold is not met):

(a) the CfD Counterparty may, within ten (10) Business Days, either:

(1) make an alternative proposal as to the identity of an Expert to determine the BMRP Dispute, in which case paragraphs 4.3(A) and 4.7(E)(i), and this paragraph 4.7(E)(ii)(a)(1), shall apply to such proposed Expert as if he were a Proposed BMRP Expert; or

(2) request the LCIA to nominate an Expert for the purposes of determining the BMRP Dispute in accordance with Condition 59.4; and

(b) the terms of reference of the Proposed BMRP Expert (or any Expert nominated by the LCIA pursuant to paragraph 4.7(E)(a)(2)) shall be determined by the CfD Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Baseload Generator), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the BMRP Dispute;

(iii) if the CfD Counterparty and the Baseload Generators fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 4.7(E)(i) or having been nominated by the LCIA pursuant to paragraph 4.7(E)(ii)(a)(2), such terms shall be

determined by the CfD Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Baseload Generator), and shall be binding on the Parties, provided that the terms of appointment comply with the requirements of paragraph 4.7(E)(iii) and Conditions 59.5(B) and 59.5(C);

(iv) Condition 59.5 shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:

(a) the Generator to the Expert in consequence of, or in respect of, his appointment as the Expert to any other Baseload Generator or the CfD Counterparty; or

(b) the CfD Counterparty in consequence of, or in respect of, his appointment as the Expert to any Baseload Generator (including the Generator);

(v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the BMRP Dispute, to afford the Generator an opportunity to make submissions in respect of the BMRP Dispute irrespective of whether or not the Generator is a BMRP Dispute Generator;

(vi) if the circumstances described in Condition 59.8 arise, paragraphs 4.3(A), 4.7(E)(i) and 4.7(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;

(vii) for the purposes of Condition 59.11, the Expert shall be: (i) required to include in his determination provision for the allocation of his fees and the costs and expenses of the CfD Counterparty among each of the BMRP Dispute Generators in such manner as he, in his absolute discretion, determines is fair and equitable if he makes a determination against the BMRP Dispute Generators; and (ii) permitted to allocate his fees and the costs and expenses of the CfD Counterparty in such manner as he determines is fair and equitable if he makes a determination in favour of the BMRP Dispute Generators; and

(viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all Baseload CfDs; and

(F) the Generator acknowledges and agrees that the determination of the Expert in any BMRP Dispute shall be applied to all Baseload CfDs, irrespective of whether the Generator was a party to the BMRP Dispute giving rise to that determination.

4.8 If the BMRP Dispute is a BMRP Principles Review Dispute, the following additional provisions shall apply:

(A) If the BMRP Principles Review Dispute falls within paragraph 4.5(A), 4.5(B) or 4.5(C)(i), the Expert shall be instructed to determine whether the BMRP Mechanism Amendments contravene the BMRP Principles (or such of the BMRP Principles as were specified by the CfD Counterparty as being complied with by virtue of the proposed implementation of the BMRP Mechanism Amendments) and, if the Expert finds in favour of the Generator, to include within his determination: (i) a BMRP Mechanism Amendment which will comply with all of the BMRP Principles; or (ii) (if the Expert considers that it is not possible to effect any BMRP Mechanism Amendment in a manner which will be compliant with all of the BMRP Principles) the BMRP Mechanism Amendment which will comply with the greatest number of BMRP Principles in accordance with the BMRP Principles Prioritisation.

(B) If the BMRP Principles Review Dispute falls within paragraph 4.5(C)(ii), the Expert shall be instructed to determine whether the BMRP Mechanism Amendments proposed by the Generator would result in compliance with a greater number of BMRP Principles (in accordance with the BMRP Principles Prioritisation) than the BMRP Mechanism Amendments contained within the BMRP Principles Review Proposals and, if the Expert finds in favour of the Generator, to stipulate the BMRP Mechanism Amendments which will comply with the greatest number of BMRP Principles in accordance with the BMRP Principles Prioritisation.

(C) Notwithstanding paragraphs 4.8(A) and 4.8(B), the Expert shall not be permitted to include within his determination any alternative BMRP Mechanism Amendments to those contained within the BMRP Principles Review Proposals unless such proposals contravene one (1) or more principles and the Expert has determined that there is a BMRP Mechanism Amendment which will comply with a greater number of BMRP Principles (in accordance with the BMRP Principles Prioritisation) than the BMRP Principles Review Proposals and, as such, the Expert's role shall not extend to an assessment of whether the BMRP Principles Review Proposals represent an optimal solution in the context of the parameters contemplated by the BMRP Principles.

***BMRP Expert Appointment Threshold***

4.9 For the purposes of paragraphs 4.7(E)(i) and 4.7(E)(ii), the "**BMRP Expert Appointment Threshold**" is that thirty per cent. (30%) or more of Baseload Generators, by volume or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed BMRP Expert. For the purposes of determining whether the BMRP Expert Appointment Threshold is met, the CfD Counterparty shall calculate:

(A) the number of Baseload Generators which have consented or have been deemed to have consented to the Proposed BMRP Expert as a percentage of the total number of Baseload Generators; and

(B) the volume attributable to Baseload CfDs to which Baseload Generators which have consented or have been deemed to have consented to the Proposed BMRP Expert are party as a percentage of the total volume attributable to Baseload CfDs (and, for this purpose, "**volume**" shall be calculated by the CfD

Counterparty using the Maximum Contract Capacity in each relevant Baseload CfD).

***Provisions applying pending resolution of a BMRP Dispute***

4.10 If there is a valid BMRP Dispute requiring resolution in accordance with the provisions of paragraphs 4.6 to 4.9 then, pending resolution of such BMRP Dispute, paragraphs 4.11 and 4.12 shall apply.

4.11 If there is a valid BMRP Dispute relating to a BMRP Annual Review:

(A) the relevant BMRP Annual Review Outcome Notice shall be deemed to be valid and effective and paragraphs 1.7(A) and 1.7(B) shall be applied for the purposes of determining the Baseload Price Sources with effect from the BMRP Annual Review Implementation Date; and

(B) if the Expert determines that a BMRP Review Price Source:

(i) meets the BMRP Inclusion Criteria and the BMRP Quality Criteria, such BMRP Review Price Source shall be a Baseload Price Source with effect from the first (1st) day of the Season immediately following the date falling three (3) months after the date on which the Expert has made his determination; or

(ii) does not meet the BMRP Inclusion Criteria and the BMRP Quality Criteria, then (subject to the operation of the provisos contained in paragraphs 1.7(B)(i) and 1.7(B)(ii)), such BMRP Review Price Source shall not be used as a Baseload Price Source with effect from the first (1st) day of the Season immediately following the date falling three (3) months after the date on which the Expert has made his determination.

4.12 If there is a valid BMRP Dispute relating to a BMRP Principles Review:

(A) the relevant BMRP Principles Review Outcome Notice shall be deemed to be valid and effective and the BMRP Principles Review Proposals shall apply with effect from the BMRP Principles Review Implementation Date; and

(B) if the Expert finds in favour of the Generator, the BMRP Mechanism Amendments provided for in the determination of such Expert shall be implemented on a date falling no earlier than three (3) months after the date on which the Expert has made his determination and, where the Expert considers it appropriate to do so, shall coincide with the start of a Season.

***BMRP Dispute Threshold Criterion***

4.13 For the purposes of this paragraph 4 (*BMRP Reviews: Dispute Process*), the "**BMRP Dispute Threshold Criterion**" is that thirty per cent. (30%) or more of Baseload Generators, by volume or number, have given the CfD Counterparty a BMRP Dispute Notice in respect of any given BMRP Dispute prior to the date specified in paragraph 4.1.

For the purposes of determining whether the BMRP Dispute Threshold Criterion is met, the CfD Counterparty shall calculate:

(A) the number of Baseload Generators which have given a BMRP Dispute Notice as a percentage of the total number of Baseload Generators; and

(B) the volume attributable to Baseload CfDs to which Baseload Generators which have given a BMRP Dispute Notice are party as a percentage of the total volume attributable to Baseload CfDs (and, for this purpose, "**volume**" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant Baseload CfD).

## Part B
## BMRP Principles

1. **BMRP PRINCIPLES**

The following are the "**BMRP Principles**":

(A) Save in respect of a BMRP Principles Review Trigger pursuant to paragraph 2.1(A)(ii) of Part A, the calculation of the Baseload Market Reference Price shall be the same for all Baseload CfDs (provided that if the circumstances contemplated by paragraph 3.1(A) of Part A have arisen, the calculation of the Baseload Market Reference Price shall be the same for, on the one hand, all Baseload CfDs in respect of which the Baseload Market Reference Price is being calculated on a Year-Ahead Basis and, on the other hand, all other Baseload CfDs).

(B) The calculation of the Baseload Market Reference Price shall reflect the market price for the sale of electricity within Great Britain or, in the event of a BMRP Principles Review Trigger pursuant to paragraph 2.1(A)(ii) of Part A, the relevant part of Great Britain.

(C) The Baseload Market Reference Price shall be calculated using price sources for baseload contracts relating to the delivery of energy over as long as possible a period up to a Season (or a year where the Baseload Market Reference Price is being calculated on a Year-Ahead Basis), provided that, for this purpose, the sample period for the Baseload Market Reference Price calculation:

(i) shall not be longer than the duration of delivery of the baseload contracts used in such calculation (the "**Baseload Contract Period**"); and

(ii) must commence no earlier than one (1) Baseload Contract Period prior to the start of the period in respect of which the calculation is being performed.

(D) The Baseload Market Reference Price shall be calculated so as to reflect a reasonable volume of trades from a reasonable number and diverse range of market participants.

(E) The Baseload Market Reference Price shall be calculated so as not to unduly dampen, dilute, disrupt or otherwise distort components of the energy market in Great Britain that would, absent the existence of FiT Contracts for Difference, contribute to the operational behaviour of the energy market in Great Britain and the pricing thereof.

(F) The calculation of the Baseload Market Reference Price shall be calculated using price sources for Baseload CfDs which are available to the CfD Counterparty on commercially reasonable terms.

(G) The Baseload Market Reference Price calculation is to utilise price sources which satisfy the BMRP Quality Criteria.

(H) The Baseload Market Reference Price calculation is to utilise price sources which satisfy the BMRP Inclusion Criteria.

(I) If a BMRP Principles Review Trigger falling within paragraph 2.1(A)(ii) of Part A occurs or has occurred, the Baseload Market Reference Price calculation shall pay regard to the physical location of the Facility and the extent to which such physical location and constraints on the delivery of energy into the market thereby imposed may have on the price for the sale of its electricity delivered within Great Britain or the relevant part of Great Britain.

2. **PRIORITISATION OF BMRP PRINCIPLES**

If:

(A) the application of any combination of the BMRP Principles gives rise to a conflict; or

(B) it is not possible for a methodology for calculating the Baseload Market Reference Price to satisfy all of the BMRP Principles,

the BMRP Principle first appearing in the list in paragraph 1 (*BMRP Principles*) shall be afforded priority.

## Part C
## Fallback Baseload Price Methodology

1. The CfD Counterparty will, in relation to each Trading Day, source five (5) arm's length quotes from five (5) brokers (each broker to be from a different broking house) for delivery of five (5) MWh in the Calculation Season pursuant to a Baseload Forward Season Contract.

2. The CfD Counterparty will, in relation to each quote, seek to obtain a bid and offer price.

3. If: (i) a broker supplies a bid and offer price, the mean of the bid price and offer price will be the input price; (ii) a broker supplies a bid price but not an offer price, such bid price will be used; and (iii) a broker does not supply a bid price, the input price will be zero (0).

4. The CfD Counterparty will use these prices to calculate the Baseload Market Reference Price in accordance with the formula at Condition 15.2, having excluded any input price which is more than ten per cent. (10%) higher or lower than the median of the broker input prices (excluding, for the purposes of calculating such median, any brokers who do not supply a bid price).

**Annex 5**
**IMRP**

1. **APPLICATION**

This Annex 5 (*IMRP*) shall apply to the Contract for Difference only if it is expressed to apply to the Contract for Difference in the CfD Agreement.

2. **DEFINITIONS: ANNEX 5**

2.1 In this Annex 5 (*IMRP*):

"**5-TD Sample Period**" means a period of five (5) consecutive Trading Days;

"**APX Intermittent Index**" means the APX Power UK Auction index, as administered by APX Holding B.V. (either directly or through one (1) or more of its subsidiaries);

"**Day Ahead Hourly Price**" means the price (expressed in £/MWh) for an Intermittent Day Ahead Contract as reflected in an Intermittent Day Ahead Index or Intermittent Day Ahead Indices (as the context requires);

"**IMRP Dispute**" means a Dispute in relation to the outcome of an IMRP Principles Review;

"**IMRP Dispute Generator**" has the meaning given to that term in paragraph 2.1 of Part A

"**IMRP Dispute Notice**" has the meaning given to that term in paragraph 2.1 of Part A;

"**IMRP Dispute Threshold Criterion**" has the meaning given to that term in paragraph 2.10 of Part A;

"**IMRP Dispute Validity Notice**" has the meaning given to that term in paragraph 2.3 of Part A;

"**IMRP Expert Appointment Threshold**" has the meaning given to that term in paragraph 2.7 of Part A;

"**IMRP Mechanism Amendment**" has the meaning given to that term in paragraph 1.6 of Part A;

"**IMRP Principles**" means the principles set out in paragraph 1 (*IMRP Principles*) of Part B

"**IMRP Principles Prioritisation**" means the prioritisation of the IMRP Principles provided for in paragraph 2 (*Prioritisation of BMRP Principles*) of Part B;

"**IMRP Principles Request Criterion**" has the meaning given to that term in paragraph 1.3 of Part A;

"**IMRP Principles Request Notice**" has the meaning given to that term in paragraph 1.2 of Part A;

"**IMRP Principles Request Validity Notice**" has the meaning given to that term in paragraph 1.5 of Part A;

"**IMRP Principles Review**" means a review conducted by the CfD Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*IMRP Principles Reviews*) of Part A;

"**IMRP Principles Review Implementation Date**" has the meaning given to that term in paragraph 1.12(B) of Part A;

"**IMRP Principles Review Notice**" has the meaning given to that term in paragraph 1.8 of Part A;

"**IMRP Principles Review Outcome Notice**" has the meaning given to that term in paragraph 1.12 of Part A;

"**IMRP Principles Review Proposals**" has the meaning given to that term in paragraph 1.12(A) of Part A;

"**IMRP Principles Review Response Deadline**" has the meaning given to that term in paragraph 1.8(B) of Part A;

"**IMRP Principles Review Response Notice**" has the meaning given to that term in paragraph 1.9 of Part A;

"**IMRP Principles Review Trigger**" has the meaning given to that term in paragraph 1.1 of Part A;

"**IMRP Quality Criteria**" in respect of a price source, means the CfD Counterparty having determined that, as at the IMRP Principles Review Response Deadline:

(A) the underlying data used to compile or prepare such price source:

(i) is subject to reasonable procedures to ensure its accuracy and completeness;

(ii) is subject to reasonable procedures to ensure its retention by the administrator for a period of at least two (2) years such that it is capable of audit; and

(iii) consists only of verifiable transaction data and does not include data which is the product of a subjective judgement;

(B) the methodology used by the administrator to prepare and compile such price source:

(i) is appropriately documented;

(ii) is not subject to subjective judgement; and

(i) may only be changed in accordance with documented change control procedures which provide adequate protection against conflicts of interest which exist or are reasonably likely to arise in connection with such methodology; and

(C) the administrator of such price source and the submitters to such price source have effective organisational and administrative arrangements in place to identify and manage conflicts of interest and to protect commercial confidentiality,

and "**IMRP Quality Criterion**" shall be construed accordingly;

"**Initial IMRP Indices**" means the APX Intermittent Index and the N2Ex Intermittent Index;

"**Intermittent CfD**" means a FiT Contract for Difference to which Part 5B (*Payment calculations: Intermittent Technologies*) of these Conditions is expressed to apply and "**Intermittent CfDs**" shall be construed accordingly;

"**Intermittent Day Ahead Contract**" means a contract relating to the delivery of a firm volume of energy in a specified Settlement Unit within a specified day, entered into in the Trading Day preceding such day (or, in respect of the last Settlement Unit of any day which is also the first (1st) Settlement Unit of a Trading Day, entered into on such Trading Day) (whether physically or cash settled);

"**Intermittent Day Ahead Index**" means an index of Day Ahead Hourly Prices or another source of Day Ahead Hourly Prices and "**Intermittent Day Ahead Indices**" shall be construed accordingly;

"**Intermittent Generator**" means, at the relevant time, an Eligible Generator party to an Intermittent CfD and "**Intermittent Generators**" shall be construed accordingly;

"**Intermittent Market Reference Price**" has the meaning given to that term in Condition 21.2;

"**Intermittent Price Sources**" means the Intermittent Day Ahead Indices to be used in the calculation of the Intermittent Market Reference Price, being the Initial IMRP Indices or such other replacement or supplementary Intermittent Day Ahead Indices which are required to be so used as a result of the operation of the provision of Part A, and "**Intermittent Price Source**" shall be construed accordingly;

"**N2Ex Intermittent Index**" means the N2Ex Day-Ahead Auction Market index for physical delivery jointly operated by NASDAQ OMX Commodities A.S. and Nord Pool Spot A.S.;

"**Proposed IMRP Expert**" has the meaning given to that term in paragraph 2.3(A) of Part A; and

"**Trading Day**" means any day on which trading on the market from which the Intermittent Price Sources are derived ordinarily takes place.

## Part A
## IMRP Principles Review Procedures

### 1. IMRP PRINCIPLES REVIEWS

***Requirement to undertake IMRP Principles Reviews***

1.1 The CfD Counterparty:

(A) shall conduct an IMRP Principles Review if:

(i) the requirement for the Intermittent Price Sources to publish a GB Day Ahead Hourly Price is materially amended, repealed or replaced;

(ii) the splitting of the GB electricity market has been proposed or effected by the relevant Competent Authority;

(iii) the volume (expressed in MWh) of Intermittent Day Ahead Contracts in respect of electricity to be delivered within Great Britain reflected in each Intermittent Price Source is nil in any 5-TD Sample Period (excluding any 5-TD Sample Period falling wholly within the period 24 December to 01 January inclusive);

(iv) the Intermittent Price Sources cease to be available to the CfD Counterparty on commercially reasonable terms; or

(v) the IMRP Principles Request Criterion is met; and

(B) may conduct an IMRP Principles Review if it determines that the Intermittent Market Reference Price does not reflect the market price for the sale of electricity delivered within Great Britain,

(each, an "**IMRP Principles Review Trigger**").

1.2 If the Generator considers that the calculation of the Intermittent Market Reference Price does not comply with all of the IMRP Principles, the Generator may give a notice to the CfD Counterparty requesting the CfD Counterparty to undertake an IMRP Principles Review (an "**IMRP Principles Request Notice**"). An IMRP Principles Request Notice:

(A) shall specify which of the IMRP Principles the Generator believes the calculation of the Intermittent Market Reference Price does not comply with;

(B) may include proposals from the Generator with respect to the manner in which the non-compliance with the IMRP Principles should be addressed (including any proposals regarding IMRP Mechanism Amendments which the Generator considers should be effected); and

(C) shall include Supporting Information, in reasonable detail, which the Generator considers to be relevant to and supportive of the matters in paragraphs 1.2(A) and 1.2(B).

1.3 For the purposes of paragraph 1.1(A)(v), the "**IMRP Principles Request Criterion**" is that thirty per cent. (30%) or more of Intermittent Generators, by volume or number, have given the CfD Counterparty an IMRP Principles Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the IMRP Principles Request Criterion is met, the CfD Counterparty shall calculate:

(A) the number of Intermittent Generators which have given an IMRP Principles Request Notice as a percentage of the total number of Intermittent Generators; and

(B) the volume attributable to Intermittent CfDs to which Intermittent Generators which have given an IMRP Principles Request Notice are party as a percentage of the total volume attributable to Intermittent CfDs (and, for this purpose, "**volume**" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant Intermittent CfD).

***Validity of IMRP Principles Request Notices***

1.4 The Generator acknowledges and agrees that all IMRP Principles Request Notices shall be invalid and of no effect if the IMRP Principles Request Criterion is not met.

1.5 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the IMRP Principles Request Criterion has been met (an "**IMRP Principles Request Validity Notice**").

***Purpose of IMRP Principles Review***

1.6 If the CfD Counterparty is required or elects to undertake an IMRP Principles Review pursuant to paragraph 1.1, then the purpose of such IMRP Principles Review shall be to assess the extent to which:

(A) the calculation of the Intermittent Market Reference Price in accordance with Condition 21 (*Intermittent Market Reference Price*) (including the components of the formula in Condition 21.2) is compliant with the IMRP Principles and, if the calculation of the Intermittent Market Reference Price in accordance with Condition 21 (*Intermittent Market Reference Price*) is not compliant with the IMRP Principles, the changes to Condition 21 (*Intermittent Market Reference Price*) which the CfD Counterparty considers to be necessary to ensure compliance with all of the IMRP Principles; and

(B) any of the following would ensure compliance with all of the IMRP Principles:

(i) an amendment or supplement to, or replacement or removal of, the Intermittent Price Sources;

(ii) the application of any weighting (whether by volume or number of trades) with respect to any price sources used in the calculation of the Intermittent Market Reference Price; or

(iii) a change to the day-ahead methodology for calculating the Intermittent Market Reference Price,

including any consequential changes to Part 5B (*Payment calculations: Intermittent Technologies*) and Annex 5 (*IMRP*) which are necessary to give effect to any of the foregoing,

(each such change, or any combination of such changes, an "**IMRP Mechanism Amendment**").

1.7 If the CfD Counterparty considers that it is not possible to effect any IMRP Mechanism Amendment in a manner which will be compliant with all of the IMRP Principles, the CfD Counterparty shall assess which IMRP Mechanism Amendment should be effected in order to comply with the greatest number of IMRP Principles in accordance with the IMRP Principles Prioritisation.

***Notification of IMRP Principles Review***

1.8 If the CfD Counterparty is required or elects to undertake an IMRP Principles Review pursuant to paragraph 1.1, the CfD Counterparty shall give a notice to the Generator (an "**IMRP Principles Review Notice**"). An IMRP Principles Review Notice shall:

(A) specify the IMRP Principles Review Trigger which has occurred; and

(B) specify a deadline by which the Generator may provide an IMRP Principles Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the IMRP Principles Review Notice is received by the Generator (the "**IMRP Principles Review Response Deadline**").

1.9 The Generator may, as soon as reasonably practicable and not later than the IMRP Principles Review Response Deadline, give a notice to the CfD Counterparty (the "**IMRP Principles Review Response Notice**"). An IMRP Principles Review Response Notice:

(A) shall:

(i) include all of the Supporting Information which the Generator wishes the CfD Counterparty to take account of in undertaking the IMRP Principles Review; and

(B) may include proposals from the Generator with respect to the manner in which the IMRP Principles Review Trigger should be addressed (including any proposals regarding IMRP Mechanism Amendments which the Generator considers should be effected).

1.10 The CfD Counterparty may disregard any IMRP Principles Review Response Notice received (or deemed to have been received) by the CfD Counterparty after the IMRP Principles Review Response Deadline.

***Intermittent Price Sources during IMRP Principles Review***

1.11 From the date on which the IMRP Principles Review Notice is given, the Intermittent Price Sources prior to the commencement of the relevant IMRP Principles Review shall remain unamended pending the outcome of an IMRP Principles Review.

***Notification of outcome of IMRP Principles Review***

1.12 The CfD Counterparty shall give a notice to the Generator of the outcome of an IMRP Principles Review (an "**IMRP Principles Review Outcome Notice**") as soon as reasonably practicable following the conclusion of an IMRP Principles Review. An IMRP Principles Review Outcome Notice shall:

(A) set out the outcome of the IMRP Principles Review (including the details of any IMRP Mechanism Amendments which the CfD Counterparty proposes to effect) (the "**IMRP Principles Review Proposals**") and, if paragraph 1.7 applies:

(i) a summary of the reasons for the CfD Counterparty having determined that it is not possible to effect any IMRP Mechanism Amendment in a manner which complies with all of the IMRP Principles; and

(ii) the IMRP Principles which the CfD Counterparty considers will be complied with by virtue of the IMRP Mechanism Amendments being effected; and

(B) specify the date from which any IMRP Mechanism Amendments are to take effect, such date being:

(i) no earlier than three (3) months after the date on which the IMRP Principles Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties); and

(ii) in the case of IMRP Mechanism Amendments relating to an IMRP Principles Review Trigger falling within paragraph 1.1(A)(ii), not before such splitting of the GB electricity market occurs,

and where the CfD Counterparty considers it appropriate to do so, shall coincide with the start of a Season (the "**IMRP Principles Review Implementation Date**").

***IMRP Principles Review: Disputes***

1.13 Paragraph 2 (*IMRP Reviews: Dispute Process*) shall apply to any Dispute relating to this paragraph 1 (*IMRP Principles Reviews*).

1.14 Subject to paragraphs 2.8 and 2.9, the IMRP Mechanism Amendments set out in the IMRP Principles Review Outcome Notice shall take effect on the IMRP Principles Review Implementation Date.

## 2. IMRP REVIEWS: DISPUTE PROCESS

***Procedure for raising a Dispute***

2.1 The Generator may, no later than twenty (20) Business Days after receipt of an IMRP Principles Review Outcome Notice, give a notice to the CfD Counterparty that it wishes to raise a Dispute in relation to the outcome of such IMRP Principles Review (being an "**IMRP Dispute Notice**" and any such Generator, an "**IMRP Dispute Generator**"). Each IMRP Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 57.3(A) to 57.3(H) (inclusive).

***Validity of IMRP Dispute Notices***

2.2 The Generator acknowledges and agrees that all IMRP Dispute Notices shall be invalid and of no effect if the IMRP Dispute Threshold Criterion in respect of the relevant BMRP Dispute is not met.

2.3 The CfD Counterparty shall notify the Generator no later than ten (10) Business Days after the IMRP Dispute Threshold Criterion has been met (irrespective of whether or not the Generator is an IMRP Dispute Generator) (an "**IMRP Dispute Validity Notice**"). An IMRP Dispute Validity Notice shall:

(A) include a proposal as to the identity, and terms of reference of an Expert to determine the IMRP Dispute (the "**Proposed IMRP Expert**") and details of the relevant expertise that the CfD Counterparty considers qualifies him to determine such IMRP Dispute (being a person fulfilling the requirements of Condition 59.2 and having no conflict of interest which prevents him from determining the IMRP Dispute);

(B) comply with the requirements of an Expert Determination Notice as specified in Condition 59.1; and

(C) comply with the requirements of a Consolidation Notice as specified in Condition 61.2.

***Permitted bases of Dispute: IMRP Principles Review***

2.4 For the purposes of paragraph 2.1, the Generator acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any IMRP Principles Review if:

(A) the CfD Counterparty has acted unreasonably in failing to pay due regard to the Supporting Information which the Generator requested the CfD Counterparty to take account of in undertaking the IMRP Principles Review (as set out in its IMRP Principles Review Response Notice);

(B) the CfD Counterparty has proposed to effect an IMRP Mechanism Amendment which was stated in the IMRP Principles Review Outcome Notice to be compliant with all of the IMRP Principles and the Generator considers that such IMRP Mechanism Amendment contravenes one (1) or more of the IMRP Principles; or

(C) the CfD Counterparty has proposed to effect an IMRP Mechanism Amendment on the basis contemplated by paragraph 1.7 and the Generator considers that either:

(i) one (1) or more of the proposed IMRP Mechanism Amendments contravenes one (1) of the IMRP Principles which the CfD Counterparty considers would be complied with by virtue of such IMRP Mechanism Amendment being effected; or

(ii) an alternative IMRP Mechanism Amendment complies with a greater number of IMRP Principles (in accordance with the IMRP Principles Prioritisation) than the IMRP Mechanism Amendments contained within the IMRP Principles Review Proposals,

and any IMRP Dispute Notice which is based upon grounds other than those specified in this paragraph 2.4 shall be invalid and of no effect.

***Resolution of valid IMRP Disputes***

2.5 If:

(A) the IMRP Dispute Threshold Criterion is met in respect of any IMRP Dispute; and

(B) the relevant IMRP Dispute complies with paragraph 2.4,

then such IMRP Dispute shall be finally resolved in accordance with paragraph 2.6.

2.6 If paragraph 2.5 applies to any IMRP Dispute:

(A) Condition 58 (*Resolution by Senior Representatives*) shall not apply to such IMRP Dispute;

(B) no agreement between the Generator and the CfD Counterparty to resolve the relevant IMRP Dispute shall be valid and binding unless such resolution is agreed with all Intermittent Generators;

(C) the Arbitration Procedure shall not apply to such IMRP Dispute;

(D) the Generator agrees not to raise any objection to the consolidation of such IMRP Dispute in accordance with Condition 61 (*Consolidation of Connected Disputes*);

(E) the Expert Determination Procedure shall apply to such IMRP Dispute on the basis that:

(i) (if the IMRP Expert Appointment Threshold is met) the CfD Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 59.1 and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed IMRP Expert;

(ii) (if the IMRP Expert Appointment Threshold is not met):

(a) the CfD Counterparty may, within ten (10) Business Days, either:

(1) make an alternative proposal as to the identity of an Expert to determine the IMRP Dispute, in which case paragraphs 2.3(A) and 2.6(E)(i), and this paragraph 2.6(E)(ii)(a)(1), shall apply to such proposed Expert as if he were a Proposed IMRP Expert; or

(2) request the LCIA to nominate an Expert for the purposes of determining the IMRP Dispute in accordance with Condition 59.4; and

(b) the terms of reference of the Proposed IMRP Expert (or any Expert nominated by the LCIA pursuant to paragraph 2.6(E)(ii)(a)(2) shall be determined by the CfD Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Intermittent Generator), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the IMRP Dispute;

(iii) if the CfD Counterparty and the Intermittent Generators fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 2.6(E)(i) or having been nominated by the LCIA pursuant to paragraph 2.6(E)(ii)(a)(2), such terms shall be determined by the CfD Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Intermittent Generator), and shall be binding on the parties, provided that the terms of appointment comply with the requirements of paragraph 2.6(E)(iv) and Conditions 59.5(B) and 59.5(C);

(iv) Condition 59.5 shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:

(a) the Generator to the Expert in consequence of, or in respect of, his appointment as the Expert to any other Intermittent Generator or the CfD Counterparty; or

(b) the CfD Counterparty in consequence of, or in respect of, his appointment as the Expert to any Intermittent Generator (including the Generator);

(v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the IMRP Dispute, to afford the Generator an opportunity to make submissions in respect of the IMRP Dispute irrespective of whether or not the Generator is an IMRP Dispute Generator;

(vi) if the circumstances described in Condition 59.8 arise, paragraphs 2.3(A), 2.6(E)(i) and 2.6(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;

(vii) for the purposes of Condition 59.11, the Expert shall be: (i) required to include in his determination provision for the allocation of his fees and the costs and expenses of the CfD Counterparty among each of the IMRP Dispute Generators in such manner as he, in his absolute discretion, determines is fair and equitable if he makes a determination against the IMRP Dispute Generators; and (ii) permitted to allocate his fees and the costs and expenses of the CfD Counterparty in such manner as he determines is fair and equitable if he makes a determination in favour of the IMRP Dispute Generators; and

(viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all Intermittent CfDs;

(F) the Generator acknowledges and agrees that the determination of the Expert in any IMRP Dispute shall be applied to all Intermittent CfDs, irrespective of whether the Generator was a party to the IMRP Dispute giving rise to that determination;

(G) if the IMRP Dispute falls within paragraph 2.4(A), 2.4(B) or 2.4(C)(i), the Expert shall be instructed to determine whether the IMRP Mechanism Amendments contravene the IMRP Principles (or such of the IMRP Principles as were specified by the CfD Counterparty as being complied with by virtue of the proposed implementation of the IMRP Mechanism Amendments) and, if the Expert finds in favour of the Generator, to include within his determination: (i) an IMRP Mechanism Amendment which will comply with all of the IMRP Principles; or (ii) (if the Expert considers that it is not possible to effect any IMRP Mechanism Amendment in a manner which will be compliant with all of the IMRP Principles) the IMRP Mechanism Amendment which will comply with the greatest number of IMRP Principles in accordance with the IMRP Principles Prioritisation;

(H) if the IMRP Dispute falls within paragraph 2.4(C)(ii), the Expert shall be instructed to determine whether the IMRP Mechanism Amendments proposed by the Generator would result in compliance with a greater number of IMRP Principles (in accordance with the IMRP Principles Prioritisation) than the IMRP Mechanism Amendments contained within the IMRP Principles Review Proposals and, if the Expert finds in favour of the Generator, to stipulate the IMRP Mechanism Amendments which will comply with the greatest number of IMRP Principles in accordance with the IMRP Principles Prioritisation; and

(I) notwithstanding paragraphs 2.6(G) and 2.6(H), the Expert shall not be permitted to include within his determination any alternative IMRP Mechanism Amendments to those contained within the IMRP Principles Review Proposals unless such proposals contravene one (1) or more principles and the Expert has determined that there is an IMRP Mechanism Amendment which will comply with a greater number of IMRP Principles (in accordance with the IMRP Principles Prioritisation) than the IMRP Principles Review Proposals and, as such, the

Expert's role shall not extend to an assessment of whether the IMRP Principles Review Proposals represent an optimal solution in the context of the parameters contemplated by the IMRP Principles.

***IMRP Expert Appointment Threshold***

2.7 For the purposes of paragraphs 2.6(E)(i) and 2.6(E)(ii), the "**IMRP Expert Appointment Threshold**" is that thirty per cent. (30%) or more of Intermittent Generators, by volume or number, have consented, or not objected in writing, to both the identity and terms of reference of the Proposed IMRP Expert. For the purposes of determining whether the IMRP Expert Appointment Threshold is met, the CfD Counterparty shall calculate:

(A) the number of Intermittent Generators which have consented or have been deemed to have consented to the Proposed IMRP Expert as a percentage of the total number of Intermittent Generators; and

(B) the volume attributable to Intermittent CfDs to which Intermittent Generators which have consented or have been deemed to have consented to the Proposed IMRP Expert are party as a percentage of the total volume attributable to Intermittent CfDs (and, for this purpose, "**volume**" shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant Intermittent CfD).

***Provisions applying pending resolution of an IMRP Dispute***

2.8 If there is a valid IMRP Dispute requiring resolution in accordance with the provisions of paragraphs 2.5 and 2.6 then, pending resolution of such IMRP Dispute, paragraph 2.9 shall apply.

2.9 If there is a valid IMRP Dispute relating to an IMRP Principles Review:

(A) the relevant IMRP Principles Review Outcome Notice shall be deemed to be valid and effective and the IMRP Principles Review Proposals shall apply with effect from the IMRP Principles Review Implementation Date; and

(B) if the Expert finds in favour of the Generator, the IMRP Mechanism Amendments provided for in the determination of such Expert shall be implemented on a date falling no earlier than three (3) months after the date on which the Expert has made his determination and, where the Expert considers it appropriate to do so, shall coincide with the start of a Season.

***IMRP Dispute Threshold Criterion***

2.10 For the purposes of this paragraph 2 (*IMRP Reviews: Dispute Process*), the "**IMRP Dispute Threshold Criterion**" is that thirty per cent. (30%) or more of Intermittent Generators, by volume or number, have given the CfD Counterparty an IMRP Dispute Notice in respect of any given IMRP Dispute prior to the date specified in paragraph 2.1. For the purposes of determining whether the IMRP Dispute Threshold Criterion is met the CfD Counterparty shall calculate:

(A) the number of Intermittent Generators which have given an IMRP Dispute Notice as a percentage of the total number of Intermittent Generators; and

(B) the volume attributable to Intermittent CfDs to which Intermittent Generators which have given an IMRP Dispute Notice are party as a percentage of the total volume attributable to Intermittent CfDs (and, for this purpose, “volume” shall be calculated by the CfD Counterparty using the Maximum Contract Capacity in each relevant Intermittent CfD).

## Part B
## IMRP Principles

1. **IMRP PRINCIPLES**

The following are the "**IMRP Principles**" for the purposes of the Contract for Difference:

(A) Save in respect of an IMRP Principles Review Trigger pursuant to paragraph 1.1(A)(ii) of Part A, the calculation of the Intermittent Market Reference Price shall be the same for all Intermittent CfDs.

(B) The calculation of the Intermittent Market Reference Price shall reflect the market price for the sale of electricity within Great Britain or, in the event of an IMRP Principles Review Trigger pursuant to paragraph 1.1(A)(ii) of Part A, the relevant part of Great Britain.

(C) The Intermittent Market Reference Price shall be calculated using prices in respect of contracts quoted as far in advance of the delivery of energy pursuant to such contracts as possible, provided that, for this purpose, the Intermittent Market Reference Price calculation shall not include prices that are quoted further in advance than Intermittent Day Ahead Contracts.

(D) The Intermittent Market Reference Price shall be calculated so as to reflect a reasonable volume of trades from a reasonable number and diverse range of market participants.

(E) The Intermittent Market Reference Price shall be calculated so as not to unduly dampen, dilute, disrupt or otherwise distort components of the energy market in Great Britain that would, absent the existence of FiT Contracts for Difference, contribute to the operational behaviour of the energy market in Great Britain and the pricing thereof.

(F) The Intermittent Market Reference Price shall be calculated using price sources which are available to the CfD Counterparty on commercially reasonable terms.

(G) The Intermittent Market Reference Price calculation is to utilise price sources which satisfy the IMRP Quality Criteria.

(H) If an IMRP Principles Review Trigger falling within paragraph 1.1(A)(ii) of Part A occurs or has occurred, the Intermittent Market Reference Price calculation shall pay regard to the physical location of the Facility and the extent to which such physical location and constraints on the delivery of energy into the market thereby imposed may have on the price for the sale of its electricity delivered within Great Britain or the relevant part of Great Britain.

2. **PRIORITISATION OF IMRP PRINCIPLES**

If:

(i) the application of any combination of the IMRP Principles gives rise to a conflict; or

(ii) it is not possible for a methodology for calculating the Intermittent Market Reference Price to satisfy all of the IMRP Principles,

the IMRP Principle first appearing in the list in paragraph 1 (*IMRP Principles*) shall be afforded priority.

## Annex 6
## CHPQM Calculation Methodology

1. **APPLICATION**

This Annex 6 (*CHPQM Calculation Methodology*) shall apply to the Contract for Difference only if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

2. **CHP QUALIFYING MULTIPLIER**

2.1 The "**CHP Qualifying Multiplier**" means, in respect of any Settlement Unit: (i) the decimal fraction identified as such multiplier in a valid CHPQA Guidance Note 44 Certificate; or (ii) if the Facility does not have a valid CHPQA Guidance Note 44 Certificate, zero (0).

2.2 If a revised, updated, amended or new CHPQA Guidance Note 44 Certificate is issued in relation to the Facility, the Generator shall supply a copy of such CHPQA Guidance Note 44 Certificate to the CfD Counterparty as soon as reasonably practicable and, in any event, no later than ten (10) Business Days after such issuance.

## Annex 7
## FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency

1. **APPLICATION**

This Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

2. **DEFINITIONS AND INTERPRETATION: ANNEX 7**

***Definitions***

2.1 In this Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*):

"**Actual Value Method (Bioliquids)**" means the calculation method for determining greenhouse gas emissions from the production and use of Bioliquids provided for in paragraphs 2.4 to 2.7 of Part B;

"**Actual Value Method (Solid and Gaseous Biomass)**" means the calculation method for determining greenhouse gas emissions from the production and use of Solid and Gaseous Biomass provided for in paragraphs 2.18 to 2.22 of Part B;

"**Anaerobic Digestion**" means the bacterial fermentation of organic material (other than Excluded Biomass) in the absence of free oxygen;

"**Ancillary Reporting Obligations**" has the meaning given to that term in paragraph 2.5 of Part A;

"**Applicable FMS Procedures**" means whichever of: (i) the Full FMS Procedures; or (ii) the FMS Exempted Procedures are determined to be applicable to the Generator (and the Facility) from time to time in accordance with Part A;

"**Biofuel**" means liquid or gaseous fuel for transport produced from Biomass;

"**Bioliquid**" means liquid fuel produced from Biomass and used for energy purposes (including electricity and heating and cooling) other than for transport;

"**Bioliquid Relevant Percentage**" means:

(A) in relation to Bioliquid produced by an installation that started physically producing Bioliquid or liquid Biofuel before 06 October 2015 fifty per cent. (50%); and

(B) in all other cases, sixty per cent. (60%);

"**Bioliquid Sustainability Audit Report**" means a report complying with the requirements specified in paragraphs 3.8, 3.9 and 3.10 of Part C;

"**Biomass**" means material, other than Fossil Fuel or peat, which is, or is derived directly or indirectly from, plant matter, animal matter, fungi, algae or bacteria (and includes any such material contained in Waste);

"**CfD Counterparty FMS Exemption Notice**" has the meaning given to that term in paragraph 4.3 of Part A;

"**CfD Counterparty SCiL True-Up Notice**" has the meaning given to that term in paragraph 5.1 of Part F;

"**CHP Generating Facility**" means a generating facility in respect of which the Facility Generation Technology is either Dedicated Biomass with CHP or Energy from Waste with CHP;

"**Continuously Forested Area**" means land of an area of more than one (1) hectare which includes:

(A) trees more than five (5) metres tall providing a tree canopy cover of more than thirty per cent. (30%); or

(B) trees collectively having the capacity to provide a tree canopy cover of more than thirty per cent. (30%) which: (i) are more than five (5) metres tall; or (ii) have the capacity to grow to a height of more than five (5) metres;

"**Deemed Sustainable Fuel RQM Formula**" means the following formula:

$$RQM = \frac{A + C}{B}$$

where:

*RQM* is the Renewable Qualifying Multiplier for the relevant RQM Calculation Month;

*A* is the Energy Content of all of the Fuels with Variable Renewable Content used in generating the Facility's gross output during the relevant RQM Calculation Month, less the Energy Content of any Fossil Fuel from which those Fuels with Variable Renewable Content are in part composed;

*B* is the Energy Content of all of the fuels used in generating the Facility's gross output during that RQM Calculation Month; and

*C* is the Energy Content of all of the Unsustainable Fuels used in generating the Facility's gross output during the relevant RQM Calculation Month, less the Energy Content of any Fossil Fuel from which those Unsustainable Fuels are in part composed;

"**Default Percentage (Bioliquids)**" means: (i) in relation to any Bioliquid described in the table in Part A or Part B of Annex V to the RED, the corresponding percentage set out in the third column of such table; and (ii) in all other cases, zero per cent (0%);

"**Default Value (Solid and Gaseous Biomass)**" means 91g$CO_{2eq}$/MJ;

"**Default Value Method (Solid and Gaseous Biomass)**" means the calculation method for determining greenhouse gas emissions from the production and use of Solid and Gaseous Biomass provided for in paragraph 2.26 of Part B;

"**Designated for Nature Protection Purposes**" means designated pursuant to the law of the United Kingdom or of any part of the United Kingdom or pursuant to the law of any country or territory outside the United Kingdom, for the purpose of protecting the natural environment;

"**Disaggregated Default Value**" means, in relation to any Bioliquid described in the first column of a table in Part D or Part E of Annex V to the RED, the corresponding value set out in the third column of such table;

"**Disaggregated Default Values for Cultivation**" means the figures set out in the third column of the table entitled "Disaggregated default values for cultivation: " $e_{ec}$"" in [Part D of Annex V to the RED;

"**Energy Content**" means, in relation to any substance, the energy contained within that substance (whether measured by a calorimeter or determined in some other way), expressed in terms of the substance's "gross calorific value" (or, for the purposes of paragraphs 2.6, 2.18 and 2.20 of Part B only, the "net calorific value") within the meaning of British Standard BS 7420:1991 (as such standard may be amended, supplemented, restated or replaced from time to time);

"**Energy Crops**" means:

(A) a perennial crop planted at high density, the stems of which are harvested above ground level at intervals of less than twenty (20) years and which is: (i) Acer pseudoplatanus (also known as sycamore); (ii) Alnus (also known as alder); (iii) Betula (also known as birch); (iv) Castanea sativa (also known as sweet chestnut); (v) Corylus avellana (also known as hazel); (vi) Fraxinus excelsior (also known as ash); (vii) Populus (also known as poplar); (viii) Salix (also known as willow); or (ix) Tilia cordata (also known as small-leaved lime); or

(B) a perennial crop which is: (i) Arundo donax (also known as giant reed); (ii) Bambuseae, where the crop was planted after 31 December 1989 and is grown primarily for the purpose of being used as fuel; (iii) Miscanthus; (iv) Panicum; (v) Pennisetum (other than Pennisetum setaceum (also known as fountain grass), Pennisetum clandestinum (also known as kikuyu grass) and Pennisetum villosum (also known as feathertop grass); or (vi) Phalaris;

"**Environmental Quality Assurance Scheme**" means a voluntary scheme which establishes environmental or social standards in relation to the production of either: (i) Bioliquid (or matter from which a Bioliquid is derived); or (ii) Woodfuel, as the context requires (such term including, without limitation to the foregoing, in the case of Woodfuel only, the Forestry Stewardship Council of the United Kingdom and the Programme for the Endorsement of Forest Certification);

"**Excluded Biomass**" means: (i) sewage; and (ii) material in a landfill;

"**Exempt Purpose**" means, in relation to Biomass being added to a fuel, the Biomass:

(A) having been added to the fuel: (i) to act as a binding agent; or (ii) to reduce the emissions of dust or greenhouse gases from the use of the fuel; and

(B) not exceeding two per cent. (2%) of the fuel (measured by weight);

"**Expected SCiL Effective Date**" means the date on which a Sustainability Change in Law is expected to be implemented, occur or become effective;

"**FMS Audit Notice**" has the meaning given to that term in paragraph 3.2 of Part A;

"**FMS Audit Right**" has the meaning given to that term in paragraph 3.1 of Part A;

"**FMS Data**" means all Supporting Information delivered and required to be delivered to the CfD Counterparty pursuant to the FMS Procedures to enable and assist the CfD Counterparty:

(A) to calculate the Renewable Qualifying Multiplier in accordance with: (i) Condition 11 (*Renewable Qualifying Multiplier*); and (ii) Part E;

(B) where the Facility is a Baseload Dual Scheme Facility, to determine the Imported Electricity Allowance in accordance with Condition 13.6;

(C) to assess compliance or non-compliance:

(i) by the Generator and the Facility with the FMS Exemption Criteria (where relevant);

(ii) of the Facility with the Fuelling Criteria;

(iii) by the Generator with Part A (including with respect to the FMS Procedures); and

(D) to determine the ACT Efficiency Multiplier in accordance with: (i) Condition 12A (*ACT Efficiency Multiplier*); and (ii) Part G, provided that this paragraph (D) shall apply only if the Facility Generation Technology is Advanced Conversion Technology;

"**FMS Exempted Generator**" means the Generator at any time when it and the Facility are deemed pursuant to the operation of Part A to meet the FMS Exemption Criteria;

"**FMS Exempted Procedures**" means such of the FMS Procedures as are expressed to apply to the Generator and the Facility if and for so long as the Generator is an FMS Exempted Generator, being FMS Procedures which shall be limited to those necessary to (i) verify whether the Generator and the Facility are complying with the FMS Exemption Criteria and (ii) where it applies, to determine the ACT Efficiency Multiplier;

"**FMS Exemption Criteria**" means:

(A) the Facility either: (i) does not use any Fuel with Variable Renewable Content for the generation of electricity; or (ii) uses only Qualifying Waste for the generation of electricity; and

(B) no Fossil Fuel is used at the Facility to generate electricity (whether for Permitted Ancillary Activities or otherwise);

"**FMS Procedures**" means the fuel measurement and sampling procedures to be documented and agreed between the CfD Counterparty and the Generator pursuant to paragraph 1 (*Agreement of FMS Procedures*) of Part A to, among other things, fulfil the FMS Purposes, as such procedures and tests may be amended, supplemented, restated or replaced from time to time by agreement between the Generator and the CfD Counterparty;

"**FMS Proposals Notice**" has the meaning given to that term in paragraph 1.1 of Part A;

"**FMS Proposals Response Notice**" has the meaning given to that term in paragraph 1.4 of Part A;

"**FMS Proposals Supporting Information**" has the meaning given to that term in paragraph 1.4(C) of Part A;

"**FMS Purposes**" means enabling and assisting the CfD Counterparty (including by way of audit, check, examination, inspection or stocktake):

(A) to calculate the Renewable Qualifying Multiplier in accordance with: (i) Condition 11 (*Renewable Qualifying Multiplier*); and (ii) Part E;

(B) where the Facility is a Baseload Dual Scheme Facility, to determine the Imported Electricity Allowance in accordance with Condition 13.6;

(C) to verify that all FMS Reports (including all of the FMS Data) used for the purposes of calculating the Renewable Qualifying Multiplier are accurate, complete and not misleading;

(D) to assess compliance or non-compliance:

(i) by the Generator and the Facility with the FMS Exemption Criteria;

(ii) of the Facility with the Fuelling Criteria; and

(iii) by the Generator with Part A (including with respect to the FMS Procedures);

(E) to determine the ACT Efficiency Multiplier in accordance with: (i) Condition 12A (*ACT Efficiency Multiplier*); and (ii) Part G, provided that this paragraph (E) shall apply only if the Facility Generation Technology is Advanced Conversion Technology;

"**FMS Report**" means the report to be supplied to the CfD Counterparty on a monthly basis pursuant to and in accordance with the Applicable FMS Procedures, and including all the FMS Data;

"**Fossil Fuel**" has the meaning given to that term in paragraph 1.1 of Annex 4 (*Fuelling Criteria*) to the CfD Agreement;

"**Fossil Fuel Comparator (Bioliquids)**" means 91g$CO2_{eq}$/MJ;

"**Fuel with Variable Renewable Content**" means fuel composed wholly or partially of renewable material whose Energy Content can vary over time;

"**Fuelling Criteria**" means the fuelling criteria applicable to the Facility, as set out in the CfD Agreement;

"**Full FMS Procedures**" means all FMS Procedures except the FMS Exempted Procedures;

"**Full FMS Procedures Effective Date**" has the meaning given to that term in paragraph 4.4 of Part A;

"**Generator FMS Exemption Notice**" has the meaning given to that term in paragraph 4.2 of Part A;

"**Generator FMS Proposals**" has the meaning given to that term in paragraph 1.3 of Part A;

"**Generator SCiL Notice Information Request**" has the meaning given to that term in paragraph 2.11 of Part F;

"**Generator SCiL Response Notice Information Request**" has the meaning given to that term in paragraph 2.6 of Part F;

"**Generator SCiL True-Up Notice**" has the meaning given to that term in paragraph 5.8 of Part F;

"**Generator SCiL True-Up Response Notice**" has the meaning given to that term in paragraph 5.3 of Part F;

"**Generator SCiL True-Up Notice Information Request**" has the meaning given to that term in paragraph 5.11 of Part F;

"**Generator SCiL True-Up Response Notice Information Request**" has the meaning given to that term in paragraph 5.6 of Part F;

"**GHG Ceiling**" means, if the relevant RQM Calculation Month or SC Audit Year (as applicable):

(A) ends prior to 01 April 2020, 79.2g$CO_{2eq}$/MJ;

(B) falls within the period from 01 April 2020 to 31 March 2025 (inclusive), 75g$CO_{2eq}$/MJ; or

(C) falls within the period from 01 April 2025 to the end of the Term (inclusive), 72.2g$CO_{2eq}$/MJ;

"**GHG Threshold**" means 29kg$CO_{2eq}$/MWh or 8.1g$CO_{2eq}$/MJ;

"**GHG Threshold Month**" has the meaning given to that term in paragraph 3.5(B) of Part E;

"**Greenhouse Gas Emission Criteria**" means the requirements relating to the use of: (i) Bioliquids; (ii) Solid and Gaseous Biomass; or (iii) any combination of Bioliquids and Solid and Gaseous Biomass to generate electricity at the Facility which are set out in paragraph 2 (*Greenhouse Gas Emission Criteria*) of Part B;

"**ISAE 3000**" means the International Standard on Assurance Engagements 3000 published by the International Federation of Accountants (as such standard may be amended, supplemented, restated or replaced from time to time);

"**Land Criteria**" means the requirements relating to the use of: (i) Bioliquids; (ii) Solid and Gaseous Biomass; or (iii) any combination of Bioliquids and Solid and Gaseous Biomass to generate electricity at the Facility which are set out in paragraph 3 (*Land Criteria*) of Part B;

"**Lightly Forested Area**" means land of an area of more than one (1) hectare which includes:

(A) trees more than five (5) metres tall providing a tree canopy cover of between ten per cent. (10%) and thirty per cent. (30%); or

(B) trees collectively having the capacity to provide a tree canopy cover of between ten per cent. (10%) and thirty per cent. (30%) which: (i) are more than five (5) metres tall; or (ii) have the capacity to grow to a height of more than five (5) metres;

"**Low Carbon Electricity Generation**" means electricity generation which contributes to a reduction in emissions of Greenhouse Gases;

"**Mixed Value Method (Bioliquids)**" means the calculation method for determining greenhouse gas emissions from the production and use of Bioliquids provided for in paragraph 2.11 of Part B;

"**Municipal Waste**" has the meaning given to that term in section 21 of the Waste and Emissions Trading Act 2003;

"**Perennial cropland**" means cropland on which multi-annual crops, the stems of which are usually not annually harvested (such as short rotation coppice and oil palm), are grown, and "**Perennial crops**" shall be construed accordingly;

"**Permitted Ancillary Activities**" means the cleansing of other fuels from the Facility's combustion system prior to heating the combustion system or Synthesis Chamber to its normal temperature, the heating of the Facility's combustion system to its normal operating temperature or the maintenance of that temperature, the ignition of fuels of low or variable calorific value, emission control, standby generation or the testing of standby generation capacity, corrosion control and fouling reduction;

"**Permitted Source**" means, in respect of Biomass, any source other than those set out in paragraph 3.9 of Part B;

"**Primary Forest**" means woodland of native species in respect of which there is no clearly visible indication of human activity and ecological processes are not significantly disturbed;

"**Qualifying Waste**" means unprocessed, Municipal Waste which meets the Waste Qualification Criteria;

"**RED**" means Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources, in the form such Directive was in immediately before IP Completion Day (as defined in s.39 European Union (Withdrawal Agreement) Act 2020);

"**Relevant Sustainability Information**" means the information that is submitted to the CfD Counterparty by the Generator for the purpose of demonstrating that the Sustainability Criteria have been met;

"**Relevant Waste Proportion**" or "**RWP**" means: (i) any amount (expressed as a decimal) as may be agreed from time to time between the Parties to be the Relevant Waste Proportion; (ii) (if paragraph (i) does not apply) such other amount (expressed as a decimal) as is determined to be the Relevant Waste Proportion in accordance with paragraph 6 (*Deemed RQM: Utilisation of Qualifying Waste*) of Part E; and (iii) (if neither paragraph (i) nor paragraph (ii) applies) 0.5;

"**Revised Generator SCiL Information**" has the meaning given to that term in paragraph 2.10(B) of Part F;

"**Revised Generator SCiL Response Information**" has the meaning given to that term in paragraph 2.5(B) of Part F;

"**Revised Generator SCiL True-Up Information**" has the meaning given to that term in paragraph 5.10(B) of Part F;

"**Revised Generator SCiL True-Up Response Information**" has the meaning given to that term in paragraph 5.5(B) of Part F;

"**Revised Standard Terms**" has the meaning given to that term in paragraph 4.1(A) of Part D;

"**Revised Sustainability Provisions**" means the Sustainability Provisions, as amended, supplemented or replaced to give effect to any and all SC Amendments;

"**RQM Calculation Month**" means each calendar month during the Term for which the Renewable Qualifying Multiplier is required to be calculated, provided that: (i) if the Start Date occurs other than on the first (1st) day of a calendar month, the first (1st) RQM Calculation Month shall be deemed to mean the period from and including the Start Date to and including the last day of the calendar month in which the Start Date occurs; and (ii) if the Specified Expiry Date (or the Termination Date) occurs other than on the last day of a calendar month, the last RQM Calculation Month shall be deemed to mean the period from and including the first (1st) day of the calendar month in which the Specified Expiry Date (or Termination Date) occurs to and including the Specified Expiry Date (or Termination Date);

"**RQM Formula**" means the following formula:

$$\text{Renewable Qualifying Multiplier} = \frac{A}{B}$$

where:

*A* is the Energy Content of all of the Fuels with Variable Renewable Content used in generating that Facility's gross output during the relevant RQM Calculation Month, less the Energy Content of any Fossil Fuel from which those Fuels with Variable Renewable Content are in part composed; and

*B* is the Energy Content of all of the fuels used in generating that Facility's gross output during that RQM Calculation Month;

"**RQM Submission Deadline**" means, in relation to each RQM Calculation Month, the final Business Day of the second (2nd) calendar month falling immediately after such RQM Calculation Month;

"**RWP Variation Effective Date**" has the meaning given to that term in paragraph 6.2(B) of Part E;

"**RWP Variation Notice**" has the meaning given to that term in paragraph 6.2 of Part E;

"**Saw Log Specification**" means:

(A) a specification for determining whether wood is a saw log: (i) used by the sawmill closest to where the wood was grown; or (ii) issued by a body exercising functions of a public nature and issued for use by sawmills in the area in which the wood was grown; or

(B) the specification in the second column of Table 1 of Forestry Commission Field Book 9 (other than the parts of that specification relating to "log category" and "species" set out in the first and second rows of that table);

"**Saw Logs**" means wood which is suitable for processing at a sawmill by virtue of a Saw Log Specification;

"**SC Amendments**" has the meaning given to that term in paragraph 4.1 of Part D;

"**SC Amendments Effective Date**" has the meaning given to that term in paragraph 4.2 of Part D;

"**SC Amendments Notice**" has the meaning given to that term in paragraph 4.1 of Part D;

"**SC Annual Compliance Report**" means a report meeting the requirements specified in paragraphs 3.3 and 3.4 of Part C;

"**SC Annual Submission Deadline**" means, in relation to each SC Audit Year, the final Business Day of the third (3rd) calendar month falling immediately after the end of such SC Audit Year;

"**SC Audit Notice**" has the meaning given to that term in paragraph 5.2 of Part C;

"**SC Audit Report**" means any Bioliquid Sustainability Audit Report or Solid and Gaseous Biomass Sustainability Audit Report;

"**SC Audit Right**" has the meaning given to that term in paragraph 5.1 of Part C;

"**SC Audit Year**" means each twelve (12) month period during the Term which begins on 01 April and ends on the immediately following 31 March, provided that:

(A) the first SC Audit Year shall be the period from and including the Start Date to and including the immediately following 31 March; and

(B) the final SC Audit Year shall be the period from and including the 01 April immediately preceding the end of the Term and ending on the last day of the Term;

"**SC Data**" means all Supporting Information (other than the FMS Data) delivered and required to be delivered to the CfD Counterparty pursuant to this Annex 7 (FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency) to enable and assist the CfD Counterparty:

(A) to calculate, in circumstances in which the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement, the Renewable Qualifying Multiplier in accordance with: (i) Condition 11 (*Renewable Qualifying Multiplier*); and (ii) Part E; and

(B) to assess compliance or non-compliance by the Generator with Part B and Part C;

"**SC Monthly Information**" means the information to be supplied to the CfD Counterparty on a monthly basis pursuant to and in accordance with paragraphs 2.3 and 2.4 of Part C;

"**SC Purposes**" means enabling and assisting the CfD Counterparty (including by way of audit, check, examination, inspection or stocktake):

(A) to verify that all SC Monthly Information is, and all SC Annual Compliance Reports are, accurate, complete and not misleading; and

(B) to assess compliance or non-compliance by the Generator and the Facility with the Sustainability Criteria and the SC Reporting Obligations;

"**SC Reporting Obligations**" means the reporting obligations provided for in Part C;

"**SCiL Capital Costs**" has the same meaning as is given to the term QCiL Capital Costs except that all references in that definition to "**QCiL Costs**" shall be deemed to refer to "SCiL Costs";

"**SCiL Capital Savings**" has the same meaning as is given to the term QCiL Capital Savings except that all references in that definition to "**QCiL Savings**" shall be deemed to refer to "**SCiL Savings**";

"**SCiL Costs**" has the same meaning as is given to the term QCiL Costs except that all references in that definition to "Qualifying Change in Law" shall be deemed to refer to "Sustainability Change in Law";

"**SCiL Effective Date**" means the date on which a Sustainability Change in Law has been implemented, has occurred or has become effective;

"**SCiL Net Capital Costs**" means, if SCiL Capital Costs exceed SCiL Capital Savings in respect of a Sustainability Change in Law, the SCiL Capital Costs less the SCiL Capital Savings;

"**SCiL Net Capital Savings**" means, if SCiL Capital Savings exceed SCiL Capital Costs in respect of a Sustainability Change in Law, the SCiL Capital Savings less the SCiL Capital Costs;

"**SCiL Net Operating Costs**" means, if SCiL Operating Costs exceed SCiL Operating Savings in respect of a Sustainability Change in Law, the SCiL Operating Costs less the SCiL Operating Savings;

"**SCiL Net Operating Savings**" means, if SCiL Operating Savings exceed SCiL Operating Costs in respect of a Sustainability Change in Law, the SCiL Operating Savings less the SCiL Operating Costs;

"**SCiL Operating Costs**" means all SCiL Costs other than SCiL Capital Costs;

"**SCiL Operating Savings**" means all SCiL Savings other than SCiL Capital Savings;

"**SCiL Post-Start Date Costs**" means, in relation to a Sustainability Change in Law which is implemented, occurs or becomes effective on or after the Start Date, all irrecoverable and unavoidable out-of-pocket costs (including SCiL Tax Liabilities and break costs associated with the Generator's contractual or financing arrangements in respect of the Facility) which will be or are reasonably likely to be incurred in respect of the Project by the Generator arising directly from such Sustainability Change in Law being implemented, occurring or becoming effective on the basis of an assumption that such Sustainability Change in Law will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from operating the whole of the Facility, but excluding: (i) all other compensation which will be or is reasonably likely to be payable by

the Generator in connection with such Sustainability Change in Law; and (ii) all costs, other than break costs, associated with the Generator's financing arrangements in respect of the Project (including all interest incurred in respect of such financing arrangements);

"**SCiL Post-Start Date Savings**" means, in relation to a Sustainability Change in Law which is implemented, occurs or becomes effective on or after the Start Date, all savings (including avoided out-of-pocket costs, reliefs from or reductions in an SCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Generator arising directly from such Sustainability Change in Law being implemented, occurring or becoming effective on or after the Start Date on the basis of an assumption that such Sustainability Change in Law will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from operating the whole of the Facility;

"**SCiL Pre-Start Date Costs**" means, in relation to a Sustainability Change in Law which is implemented, occurs or becomes effective before the Start Date, all irrecoverable and unavoidable out-of-pocket costs (including SCiL Tax Liabilities) which will be or are reasonably likely to be incurred in respect of the Project by the Generator arising directly from such Sustainability Change in Law being implemented, occurring or becoming effective on the basis of an assumption that such Sustainability Change in Law will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from Commissioning the whole of the Facility, if and to the extent that such costs constitute:

(A) development and pre-development costs in respect of the Facility (including: (i) the costs of surveys and environmental impact assessments in respect of the Facility; (ii) costs incurred in satisfying the Eligibility Criteria with respect to the allocation of the Contract for Difference; and (iii) costs incurred in obtaining planning permission for the Facility);

(B) decommissioning costs in respect of the Facility;

(C) break costs associated with the Generator's contractual or financing arrangements in respect of the Facility; or

(D) costs which are wholly attributable to the construction, conversion, installation, testing, completion or commissioning of the Facility,

but excluding: (1) all other compensation which will be or is reasonably likely to be payable by the Generator in connection with such Sustainability Change in Law; and (2) all costs associated with the Generator's financing arrangements in respect of the Project (including interest incurred in respect of such financing arrangements) except where expressly specified in any of paragraphs (A) to (D) above;

"**SCiL Pre-Start Date Savings**" means, in relation to a Sustainability Change in Law which is implemented, occurs or becomes effective before the Start Date, all savings (including avoided out-of-pocket costs, reliefs from or reductions in an SCiL Tax Liability, insurance proceeds and other compensation) which will be or are reasonably likely to be made or received in respect of the Project by the Generator arising directly from such

Sustainability Change in Law being implemented, occurring or becoming effective before the Start Date on the basis of an assumption that such Sustainability Change in Law will permanently prevent the Generator, acting in accordance with a Reasonable and Prudent Standard, from Commissioning the whole of the Facility;

"**SCiL Response Information**" has the meaning given to that term in paragraph 2.2 of Part F;

"**SCiL Savings**" has the same meaning as is given to the term QCiL Savings except that all references in that definition to "Qualifying Change in Law" shall be deemed to refer to "Sustainability Change in Law";

"**SCiL Supporting Information**" has the meaning given to that term in paragraph 2.8 of Part F;

"**SCiL Tax**" has the same meaning as is given to the term QCiL Tax except that the reference in that definition to "Qualifying Change in Law or Qualifying Shutdown Event" shall be deemed to refer to "Sustainability Change in Law";

"**SCiL Tax Liability**" has the same meaning as is given to the term QCiL Tax Liability except that the references in that definition to "QCiL Tax" shall be deemed to refer to "SCiL Tax";

"**Solid and Gaseous Biomass**" means Biomass which is not Bioliquid;

"**Solid and Gaseous Biomass Sustainability Audit Report**" means a report complying with the requirements specified in paragraphs 3.8 and 3.9 of Part C;

"**Starch-rich crops**" includes cereal crops (regardless of whether only the grains are used or the whole plant (such as in the case of green maize)); tubers and root crops (such as potatoes, Jerusalem artichokes, sweet potatoes, cassava and yams); and corm crops (such as taro and cocoyam);

"**Sustainability Criteria**" means the Greenhouse Gas Emission Criteria and the Land Criteria;

"**Sustainability Objective**" has the meaning given to that term in paragraph 3 (*Sustainability Criteria Amendments: Generator Acknowledgement*) of Part D;

"**Sustainable Fuel RQM Formula**" means the following formula:

$$RQM = \frac{A - C}{B}$$

where:

*RQM* is the Renewable Qualifying Multiplier for the relevant RQM Calculation Month;

*A* is the Energy Content of all of the Fuels with Variable Renewable Content used in generating the Facility's gross output during the relevant RQM Calculation

Month, less the Energy Content of any Fossil Fuel from which those Fuels with Variable Renewable Content are in part composed;

*B* is the Energy Content of all of the fuels used in generating the Facility's gross output during that RQM Calculation Month; and

*C* is the Energy Content of all of the Unsustainable Fuels used in generating the Facility's gross output during the relevant RQM Calculation Month, less the Energy Content of any Fossil Fuel from which those Unsustainable Fuels are in part composed;

"**Third Party FMS Contractor**" means any third party engaged in respect of, or otherwise involved with the carrying out or implementation of the FMS Procedures, including the operator or owner of any laboratory or provider of any testing equipment;

"**Unsustainable Fuel**" means:

(A) in respect of fuel used to generate electricity at the Facility which is required to comply with the Land Criteria, but subject to paragraph (B), any such consignment of fuel:

(i) which the CfD Counterparty determines (acting reasonably) does not comply with the Land Criteria; or

(ii) in respect of which the CfD Counterparty determines (acting reasonably) that it is not possible to assess whether the Land Criteria have been fully complied with;

(B) in respect of fuel used to generate electricity at the Facility which is required to comply with the Woodfuel Sustainability Standards, any such consignment of fuel (or consignments of fuel mixed prior to being used to generate electricity at the Facility):

(i) which the CfD Counterparty determines (acting reasonably) does not comply with the Woodfuel Sustainability Standards; or

(ii) in respect of which the CfD Counterparty determines (acting reasonably) that it is not possible to assess whether the Woodfuel Sustainability Standards have been fully complied with;

(C) in respect of Bioliquid used to generate electricity at the Facility which is required to comply with the Greenhouse Gas Emissions Criteria, any such consignment of Bioliquid:

(i) which the CfD Counterparty determines (acting reasonably) does not comply with the Greenhouse Gas Emissions Criteria; or

(ii) in respect of which the CfD Counterparty determines (acting reasonably) that it is not possible to assess whether the Greenhouse Gas Emissions Criteria have been fully complied with;

(D) in respect of Solid and Gaseous Biomass used to generate electricity at the Facility which is required to comply with the Greenhouse Gas Emissions Criteria, any such consignment of Solid and Gaseous Biomass:

(i) (for the purposes of the calculation of the Renewable Qualifying Multiplier using the SC Data in the SC Monthly Information):

(a) which the CfD Counterparty determines (acting reasonably) exceeds the GHG Threshold; or

(b) in respect of which the CfD Counterparty determines (acting reasonably) that it is not possible to assess whether the GHG Threshold has been exceeded; and

(ii) (for the purposes of the calculation of the Renewable Qualifying Multiplier using the SC Data in the SC Annual Compliance Report):

(a) which the CfD Counterparty determines (acting reasonably):

(b) exceeds the GHG Ceiling; or

(c) (A) does not exceed the GHG Ceiling but exceeds the GHG Threshold; and (B) falls within a SC Audit Year in which the average of the greenhouse gas emissions from Solid and Gaseous Biomass in such SC Audit Year exceeds the GHG Threshold; or

(d) in respect of which the CfD Counterparty determines (acting reasonably) that it is not possible to assess whether (a)(1) or (a)(2) have occurred;

"**Waste**" has the meaning given to that term in paragraph 1.1 of Annex 4 (*Fuelling Criteria*) to the CfD Agreement;

"**Waste Qualification Criteria**" shall be deemed to have been met in respect of Waste used to generate electricity at the Facility in any RQM Calculation Month if the CfD Counterparty (in its sole discretion) determines that the proportion of that Waste which during that RQM Calculation Month is (or is derived from) Fossil Fuels does not exceed the Relevant Waste Proportion;

"**Wetland Area**" means land that is covered with or saturated by water permanently or for a significant part of a year;

"**Woodfuel**" has the meaning given to that term in paragraph 3.3 of Part B; and

"**Woodfuel Sustainability Standards**" means the requirements relating to Woodfuel being obtained from a sustainable source as referenced and provided for in paragraphs 3.3(B), 3.4(B), 3.5, 3.6 and 3.7 of Part B and paragraph 3.6(E) of Part C.

***Interpretation***

2.2 In this Annex 7 (FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency):

(A) references to "**greenhouse gases**" shall be construed as referring to CO2, CH4 and N2O (except in the context of provisions which use the expression "**Greenhouse Gases**");

(B) references to "**installation**" shall be construed as including any processing installation used in the production process;

(C) references to "**plant**" in respect of crops or plant matter shall be construed as including shrubs and trees;

(D) references to "**types of feedstock**" shall be construed as including wood, olive cake, olive husks and palm kernel expeller and "**feedstock type**" shall be construed accordingly;

(E) references to "**types of residue**" shall be construed as including processing residues, residues from agriculture, residues from forestry, residues from arboriculture, residues from aquaculture and residues from fisheries and "**residue type**" shall be construed accordingly;

(F) references to "**types of solid form**" shall be construed as including logs, chips and pellets;

(G) "**$gCO_{2eq}$/MJ**" shall mean grams of CO2 equivalent per megajoule of electricity generated;

(H) "**$gCO_{2eq}$/MJ Bioliquid**" shall mean grams of CO2 equivalent per megajoule of Bioliquid;

(I) "**$gCO_{2eq}$/MJ Biomass**" shall mean grams of CO2 equivalent per megajoule of Solid and Gaseous Biomass;

(J) references to "**processing residue**" shall be construed as referring to a substance that is not the end product that a production process directly seeks to produce; it is not the primary aim of the production process nor has the process been deliberately modified to produce it; "**residues from processing**" shall be construed accordingly; and

(K) references to "**residue from agriculture**, **aquaculture**, **fisheries and forestry"** shall be construed as referring to residues that are directly generated by those activities and not so as to include residues from related industries or processing.

2.3 For the purposes of this Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), references to a "**consignment**" shall be construed in accordance with the following principles.

(A) Except as otherwise agreed in writing by the CfD Counterparty and subject to paragraph (C) below, a consignment shall refer to Biomass which shares identical sustainability characteristics.

(B) For the purposes of interpreting the principle in paragraph (A), "**sustainability characteristics**" shall refer to:

(i) all of the Biomass being of the same feedstock type;

(ii) if the Biomass includes Biomass which is in solid form, all of the Biomass being of the same type of solid form;

(iii) all of the Biomass having the same country of origin (and, for this purpose, the United Kingdom shall (without limiting the generality of the principle in this paragraph (B)(iii)) constitute a single country of origin);

(iv) all of the Biomass being of the same fuel classification (and, by way of example which is for illustrative purposes only, waste, products and co-products, and each residue type, shall each constitute separate fuel classifications); and

(v) all of the Biomass being compliant with the Land Criteria.

(C) Biomass shall constitute a single consignment only if the Biomass with the highest greenhouse gas emissions as calculated in accordance with Part B is compliant with the relevant Greenhouse Gas Emission Criteria.

(D) A determination as to whether Biomass constitutes a single consignment or multiple consignments shall not be based on any time factor except that the Generator must make the determination as to whether Biomass constitutes a single consignment or multiple consignments based on whether the relevant Biomass was used for combustion in the relevant RQM Calculation Month.

(E) Notwithstanding that binding agents comprised within any Solid and Gaseous Biomass may have different sustainability characteristics from such Solid and Gaseous Biomass, such binding agents may still be deemed to be comprised within the same consignment if such binding agents constitute less than two per cent. (2%) (measured by weight) of the Solid and Gaseous Biomass in question.

2.4 For the purposes of this Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*, references to a "**Mass Balance System**" shall be construed in accordance with the following principles.

(A) Except as otherwise agreed in writing by the CfD Counterparty, a Mass Balance System means, where consignments of Biomass are not physically segregated, a system which: (i) provides for the sustainability profiles of the consignments of Biomass added to a mixture to be attributed to the consignments withdrawn from that mixture; and (ii) requires the sustainability profile attributed to the sum of all the consignments withdrawn from a mixture to be the same, and in the same

quantities, as the sustainability profile of the sum of all the consignments added to that mixture.

(B) For the purposes of interpreting the principle in paragraph (A) above, "**sustainability profile**" shall refer to information identifying the material of which the Biomass is composed and the proportion of the Biomass that meets the Greenhouse Gas Emission Criteria and the Land Criteria.

2.5 For the purposes of this Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), references to the "Facility" shall be deemed to refer to the "Generating Station" if the Facility is a Baseload Dual Scheme Facility but only if and to the extent that such a deemed reference is necessary to enable the Imported Electricity Allowance to be recalculated in accordance with Condition 13.6.

2.6 The following definitions shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement: "**Actual Value Method (Bioliquids)**"; "**Actual Value Method (Solid and Gaseous Biomass)**"; "**Bioliquid**"; "**Bioliquid Relevant Percentage**"; "**Bioliquid Sustainability Audit Report**"; "**CfD Counterparty SCiL True-Up Notice**"; "**Continuously Forested Area**"; "**Deemed Sustainable Fuel RQM Formula**"; "**Default Percentage (Bioliquids)**"; "**Default Value (Solid and Gaseous Biomass)**"; "**Default Value Method (Solid and Gaseous Biomass)**"; "**Designated for Nature Protection Purposes**"; "**Disaggregated Default Value**"; "**Disaggregated Default Values for Cultivation**"; "**Energy Crops**"; "**Environmental Quality Assurance Scheme**"; "**Exempt Purpose**"; "**Expected SCiL Effective Date**"; "**Fossil Fuel Comparator (Bioliquids)**"; "**Generator SCiL Notice Information Request**"; "**Generator SCiL Notice Response Notice Information Request**"; "**Generator SCiL True-Up Notice**"; "**Generator SCiL True-Up Notice Information Request**"; "**Generator SCiL True-Up Response Notice**"; "**Generator SCiL True-Up Response Notice Information Request**"; "**GHG Ceiling**"; "**GHG Threshold**"; "**GHG Threshold Month**"; "**Greenhouse Gas Emissions Criteria**"; "**ISAE 3000**"; "**Land Criteria**"; "**Lightly Forested Area**"; "**Low Carbon Electricity Generation**"; "**Mixed Value Method (Bioliquids)**"; "**Permitted Source**"; "**Primary Forest**"; "**RED**"; "**Relevant Sustainability Information**"; "**Revised Generator SCiL Information**"; "**Revised Generator SCiL Response Information**"; "**Revised Generator SCiL True-Up Information**"; "**Revised Generator SCiL True-Up Response Information**"; "**Revised Standard Terms**"; "**Revised Sustainability Provisions**"; "**Saw Log Specification**"; "**Saw Logs**"; "**SC Amendments**"; "**SC Amendments Effective Date**"; "**SC Amendments Notice**"; "**SC Annual Compliance Report**"; "**SC Annual Submission Deadline**"; "**SC Audit Notice**"; "**SC Audit Report**"; "**SC Audit Right**"; "**SC Audit Year**"; "**SC Data**"; "**SC Monthly Information**"; "**SC Purposes**"; "**SC Reporting Obligations**"; "**SCiL Capital Costs**"; "**SCiL Capital Savings**"; "**SCiL Costs**"; "**SCiL Effective Date**"; "**SCiL Net Capital Costs**"; "**SCiL Net Capital Savings**"; "**SCiL Net Operating Costs**"; "**SCiL Net Operating Savings**"; "**SCiL Operating Costs**"; "**SCiL Operating Savings**"; "**SCiL Post-Start Date Costs**": "**SCiL Post-Start Date Savings**"; "**SCiL Pre-Start Date Costs**"; "**SCiL Pre-Start Date Savings**"; "**SCiL Response Information**"; "**SCiL Savings**"; "**SCiL Tax**": "**SCiL Tax Liability**"; "**Solid and Gaseous Biomass**"; "**Solid and Gaseous Biomass Sustainability Audit Report**"; "**Sustainability Criteria**"; "**Sustainability Objective**"; "**Sustainability Provisions**"; "**Sustainable Fuel RQM Formula**"; "**Unsustainable Fuel**"; "**Wetland Area**"; "**Woodfuel**"; and "**Woodfuel Sustainability**

**Standards**" and, if such definitions are so disapplied, any reference to any of the foregoing definitions in any other definition shall be disregarded. The list of definitions in this paragraph 2.6 is intended to be non-exhaustive and shall operate without prejudice to the disapplication of any definitions which are not so listed but do not apply to the Contract for Difference by virtue of any provision of this Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*.

## Part A
## FMS arrangements

### 1. AGREEMENT OF FMS PROCEDURES

***FMS Proposals Notice***

1.1 As soon as reasonably practicable following the Agreement Date, the Generator shall give a notice to the CfD Counterparty (an "**FMS Proposals Notice**") outlining the FMS Procedures which it proposes be adopted for the purposes of the Contract for Difference.

1.2 The Generator may, if:

(A) the Facility is not a Dual Scheme Facility; and

(B) it considers that it (and the Facility) will or is reasonably likely to comply with the FMS Exemption Criteria (either with effect from the Start Date or otherwise during the Term),

include FMS Exempted Procedures within the proposed FMS Procedures.

1.3 The FMS Proposals Notice shall include a proposal for the FMS Procedures (which, if paragraph 1.2 applies, shall include a proposal in respect of FMS Exempted Procedures in addition to the Generator's proposals for the Full FMS Procedures) (the "**Generator FMS Proposals**").

***FMS Proposals Response Notice***

1.4 The CfD Counterparty shall, no later than twenty (20) Business Days after receipt of the FMS Proposals Notice, give a notice to the Generator (an "**FMS Proposals Response Notice**"). An FMS Proposals Response Notice shall specify whether the CfD Counterparty:

(A) consents to the Generator FMS Proposals;

(B) does not consent to the Generator FMS Proposals, in which case the CfD Counterparty shall summarise its reasons for not consenting to the Generator FMS Proposals; or

(C) considers that it has not been provided with sufficient Supporting Information to determine whether to consent to the Generator FMS Proposals (and, in such circumstances, the CfD Counterparty may request further Supporting Information from the Generator in connection with: (a) the Generator, the Facility and the Generator FMS Proposals; and (b) any potential amendments, modifications, supplements or replacements the CfD Counterparty may require to be made to the FMS Procedures contained within the Generator FMS Proposals) (the "**FMS Proposals Supporting Information**").

***Agreement between the Parties in respect of Generator FMS Proposals***

1.5 If the CfD Counterparty states in the FMS Proposals Response Notice that it consents to the Generator FMS Proposals:

(A) such proposals shall be adopted for the purposes of the Contract for Difference, as the FMS Procedures; and

(B) the Operational Condition Precedent set out in paragraph 2.3 of Part B of Schedule 1 (*Conditions Precedent*) shall be deemed to have been fulfilled (and, as such, Conditions 3.8 to 3.13 shall not apply in respect thereto).

1.6 If the CfD Counterparty states in the FMS Proposals Response Notice that: (i) it does not consent to the Generator FMS Proposals; or (ii) it requires the Generator to provide FMS Proposals Supporting Information to enable it to assess whether to consent to the Generator FMS Proposals, the Parties shall, as soon as reasonably practicable, and in any event no later than fifteen (15) Business Days after:

(A) the CfD Counterparty giving an FMS Proposals Response Notice to the Generator; or

(B) (if the CfD Counterparty has requested the Generator to provide FMS Proposals Supporting Information to the CfD Counterparty in its FMS Proposals Response Notice) the Generator having provided such FMS Proposals Supporting Information to the CfD Counterparty,

meet and, in good faith, seek to agree upon the FMS Procedures which the CfD Counterparty is willing to consent to and to be adopted for the purposes of the Contract for Difference as the FMS Procedures.

1.7 Nothing in this paragraph 1 (*Agreement of FMS Procedures*) shall require the CfD Counterparty to consent to the adoption of any Generator FMS Proposals (or any amended, modified, supplemented or replaced proposals) as the FMS Procedures for the purposes of the Contract for Difference unless and until the CfD Counterparty determines that any such proposals are appropriate to enable and assist the CfD Counterparty:

(A) to calculate the Renewable Qualifying Multiplier in accordance with:

(i) Condition 11 (*Renewable Qualifying Multiplier*); and

(ii) Part E;

(B) where the Facility is a Baseload Dual Scheme Facility, to recalculate the Imported Electricity Allowance in accordance with Condition 13.6; and

(C) to assess compliance or non-compliance:

(i) by the Generator and the Facility with the FMS Exemption Criteria (where relevant);

(ii) of the Facility with the Fuelling Criteria; and

(iii) by the Generator with this Part A (including with respect to the FMS Procedures).

(D) to determine the ACT Efficiency Multiplier in accordance with:

(i) Condition 12A (*ACT Efficiency Multiplier)*: and

(ii) Part G

2. **GENERATOR'S FMS OBLIGATIONS**

***Conduct of FMS Procedures***

2.1 The Generator shall, with effect on and from the Start Date, carry out and implement the Applicable FMS Procedures (or, subject to paragraph 2.3, procure the carrying out and implementation of the Applicable FMS Procedures).

2.2 If, at any time, the Generator fails to carry out or implement the Applicable FMS Procedures in full, it shall remedy such non-compliance (or, subject to paragraph 2.3, procure the remedy of such non-compliance) as soon as reasonably practicable.

2.3 Without prejudice to the generality of Condition 79 (*Transfers*), the Generator may not sub-contract or delegate any of its obligations to carry out and implement the Applicable FMS Procedures without the prior consent of the CfD Counterparty and, if the Generator effects such a Transfer, it shall ensure that the terms upon which the Third Party FMS Contractor is engaged require it to deliver copies of all FMS Data (including each FMS Report) directly to the Generator and the CfD Counterparty.

***Provision of FMS Report***

2.4 The Generator shall, with effect from the Start Date, submit an FMS Report (or procure that an FMS Report is submitted) to the CfD Counterparty in respect of each RQM Calculation Month, no later than the relevant RQM Submission Deadline.

***Ancillary Reporting Obligations***

2.5 The Generator shall, with effect on and from the Start Date:

(A) provide the CfD Counterparty with all Information requested by the CfD Counterparty for the FMS Purposes, such Information to be provided as soon as reasonably practicable, and no later than ten (10) Business Days, or such longer period as is specified by the CfD Counterparty, after the Information is requested; and

(B) inform the CfD Counterparty as soon as reasonably practicable if it becomes aware that it (or any Third Party FMS Contractor) has failed to comply with any of the FMS Procedures and provide details of the nature of such non-compliance and any remedial action that the Generator is taking or proposes to take,

(together, the "**Ancillary Reporting Obligations**").

2.6 Subject to paragraph 2.7, the Generator shall ensure that all Information provided to the CfD Counterparty pursuant to paragraph 2.5, including each FMS Report and all FMS Data submitted by it or any Third Party FMS Contractor to the CfD Counterparty, is true, complete and accurate in all material respects and is not misleading.

2.7 Without prejudice to paragraph 2.6, the Generator shall be entitled to include in the Information provided to the CfD Counterparty pursuant to paragraph 2.5 the Generator's good faith estimate of such Information, provided that it has obtained the prior written consent of the CfD Counterparty to:

(A) such estimates being provided; and

(B) the way in which such estimates are to be calculated or produced.

## 3. ACCESS RIGHTS

***Scope of FMS Audit Right***

3.1 The Generator shall grant the CfD Counterparty (and any and all persons nominated by the CfD Counterparty and considered by the CfD Counterparty to be suitably qualified) access to:

(A) (i) the Whole Facility; (ii) where the Facility is a Dual Scheme Facility, the Generating Station; (iii) any plant, machinery, processing or storage facility associated with the Whole Facility or, where the Facility is a Dual Scheme Facility, the Generating Station; and (iv) any location at which fuel used or to be used at the Whole Facility or, where the Facility is a Dual Scheme Facility, the Generating Station is located, in each case owned, occupied or controlled by the Generator and to which the Generator can lawfully grant access;

(B) the books and records of the Generator, insofar as they relate to matters pertinent to the FMS Purposes; and

(C) the directors, officers and employees of the Generator (who will be instructed to give as soon as reasonably practicable all Supporting Information reasonably requested by the CfD Counterparty (and any persons nominated by it in accordance with this paragraph 3.1)),

in each case as the CfD Counterparty considers to be reasonably necessary for the CfD Counterparty to fulfil the FMS Purposes (the "**FMS Audit Right**").

3.2 If the CfD Counterparty intends to exercise the FMS Audit Right it shall give a notice to the Generator (an "**FMS Audit Notice**"). An FMS Audit Notice shall:

(a) specify that the CfD Counterparty or any persons nominated by the CfD Counterparty and considered by it to be suitably qualified intends to exercise the FMS Audit Right; and

(b) specify the date by which the Generator must, in accordance with paragraph 3.3, permit the exercise of the FMS Audit Right.

3.3 On receipt of an FMS Audit Notice the Generator shall permit the CfD Counterparty to exercise the FMS Audit Right at such time as the CfD Counterparty may nominate, provided that it is no earlier than one (1) Business Day after the receipt of the FMS Audit Notice.

***Failure to comply with FMS Audit Right***

3.4 If the Generator fails to comply with its obligation to permit the CfD Counterparty to exercise the FMS Audit Right, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the Generator in any period during which the Generator is in non-compliance with such obligation, provided that, prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension.

3.5 If the Generator subsequently complies with its obligation to permit the CfD Counterparty to exercise the FMS Audit Right, then the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of paragraph 3.4. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 3.5.

4. **FULFILMENT OF FMS EXEMPTION CRITERIA**

4.1 This paragraph 4 (*Fulfilment of FMS Exemption Criteria*) shall not apply if the Facility is a Dual Scheme Facility.

4.2 If the Generator or the Facility is not satisfying the FMS Exemption Criteria at any time during which the Generator is relying upon the satisfaction of the FMS Exemption Criteria to carry out and implement the FMS Exempted Procedures rather than the Full FMS Procedures, the Generator shall notify the CfD Counterparty immediately of the same (a "**Generator FMS Exemption Notice**"). A Generator FMS Exemption Notice shall:

(A) contain a statement that the Generator or the Facility (as relevant) is not complying with the FMS Exemption Criteria;

(B) summarise the reasons for the Generator or the Facility (as relevant) ceasing compliance with the FMS Exemption Criteria; and

(C) specify the date from which the Generator or the Facility (as relevant) has ceased to comply with the FMS Exemption Criteria.

4.3 If the CfD Counterparty determines that the Generator or the Facility (as relevant) is not satisfying the FMS Exemption Criteria at any time during which the Generator is relying upon the satisfaction of the FMS Exemption Criteria to carry out and implement the FMS Exempted Procedures rather than the Full FMS Procedures, the CfD Counterparty may give a notice to the Generator (a "**CfD Counterparty FMS Exemption Notice**"). A CfD Counterparty FMS Exemption Notice shall:

(A) contain a statement that the Generator or the Facility (as relevant) is not complying with the FMS Exemption Criteria;

(B) summarise the CfD Counterparty's reasons for concluding that the Generator or the Facility (as relevant) is not complying with the FMS Exemption Criteria; and

(C) specify the date from which the CfD Counterparty has determined that the Generator or the Facility (as relevant) has ceased to comply with the FMS Exemption Criteria.

The Generator may not dispute the validity of any CfD Counterparty FMS Exemption Notice.

4.4 The Generator shall comply with the Full FMS Procedures with effect from the start of the first (1st) RQM Calculation Month after the date on which:

(A) a Generator FMS Exemption Notice is received by the CfD Counterparty; or

(B) a CfD Counterparty FMS Exemption Notice is received by the Generator,

(the "**Full FMS Procedures Effective Date**").

4.5 If either: (i) the Generator gives the CfD Counterparty a Generator FMS Exemption Notice; or (ii) the CfD Counterparty gives the Generator a CfD Counterparty FMS Exemption Notice, the Generator may not subsequently revert to the carrying out and implementation of the FMS Exempted Procedures without the prior written consent of the CfD Counterparty.

## Part B
## Sustainability Criteria

1. **APPLICATION**

This Part B shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

2. **GREENHOUSE GAS EMISSION CRITERIA**

***Interpretation; Utilisation of Bioliquids and Solid and Gaseous Biomass***

2.1 The Generator may use any combination of Bioliquid and Solid and Gaseous Biomass to generate electricity at the Facility during any RQM Calculation Month and the Greenhouse Gas Emission Criteria shall be deemed to have been fully complied with in respect of such RQM Calculation Month if the CfD Counterparty is satisfied (acting reasonably) that the Greenhouse Gas Emission Criteria applicable to the use of such Bioliquid, and Solid and Gaseous Biomass, have each been met.

***Bioliquids***

2.2 The Greenhouse Gas Emission Criteria shall be deemed to have been fully complied with in respect of an RQM Calculation Month if the CfD Counterparty is satisfied (acting reasonably) that:

(A) where paragraph 2.3(A) applies, the greenhouse gas emissions from the use of Bioliquid to generate electricity at the Facility during that RQM Calculation Month are lower, by at least the Bioliquid Relevant Percentage, than the Fossil Fuel Comparator (Bioliquids); or

(B) where paragraph 2.3(B) applies, the Default Percentage (Bioliquids) is higher than or equal to the Bioliquid Relevant Percentage.

2.3 For the purposes of paragraph 2.2, the greenhouse gas emissions from the Generator's use of the Bioliquid to generate electricity at the Facility during an RQM Calculation Month shall be, at the election of the Generator:

(A) calculated using either:

(i) the Actual Value Method (Bioliquids); or

(ii) (subject to paragraph 2.10) the Mixed Value Method (Bioliquids); or

(B) (subject to paragraph 2.13) the Default Percentage (Bioliquids).

***Actual Value Method (Bioliquids)***

2.4 The greenhouse gas emissions calculated using the Actual Value Method (Bioliquids) shall be expressed in $_{gCO2eq/MJ}$ of Bioliquid and shall, in respect of each megajoule of Bioliquid, be calculated in accordance with the following formula:

$$E = e_{ec} + e_l + e_p + e_{td} + e_u - e_{sca} - e_{ccs} - e_{ccr} - e_{ee}$$

where:

$E$ is the total greenhouse gas emissions from the Bioliquid used to generate electricity at the Facility during an RQM Calculation Month, expressed in $gCO_{2eq}$/MJ Bioliquid;

$e_{ec}$ is emissions from the extraction or cultivation of raw materials for the production of the Bioliquid used to generate electricity at the Facility:

(A) including emissions from: (i) the extraction or cultivation process itself; (ii) the collection of raw materials; (iii) waste and leakages; and (iv) the production of chemicals or products used in extraction or cultivation; but

(B) excluding: (i) the capture of $CO_2$ in the cultivation of raw materials; and (ii) certified reductions of greenhouse gas emissions from flaring at oil production sites anywhere in the world;

$e_l$ is emissions from carbon stock changes caused by land-use change relating to the production of the Bioliquid used to generate electricity at the Facility, calculated in accordance with paragraph 2.5;

$e_p$ is emissions from processing the Bioliquid used to generate electricity at the Facility, including emissions from: (i) the processing itself; (ii) waste and leakages; and (iii) the production of chemicals or products used in processing;

$e_{td}$ is emissions from transport and distribution relating to the production of the Bioliquid used to generate electricity at the Facility, including emissions from: (i) the transport and storage of raw and semi-finished materials; and (ii) the storage and distribution of finished materials, but excluding those emissions included under $e_{ec}$;

$e_u$ is emissions from the Bioliquid used to generate electricity at the Facility, which shall be taken to be zero (0);

$e_{sca}$ is the emission saving from soil carbon accumulation via improved agricultural management relating to the Bioliquid used to generate electricity at the Facility;

$e_{ccs}$ is the emission saving from carbon capture and geological storage relating to the Bioliquid used to generate electricity at the Facility, which shall be limited to emissions avoided through the capture and sequestration of emitted $CO_2$ directly related to the extraction, transport, processing and distribution of the Bioliquid used to generate electricity at the Facility and shall exclude any saving included under $e_p$;

$e_{ccr}$ is the emission saving from carbon capture and replacement relating to the Bioliquid used to generate electricity at the Facility, which shall be limited to

emissions avoided through the capture of $CO_2$ of which the carbon originates from the Bioliquid used to generate electricity at the Facility and which is used to replace fossil-derived $CO_2$ used in commercial products and services; and

$e_{ee}$ is the emission saving from excess electricity from co-generation which shall be taken into account in relation to the excess electricity produced by Bioliquid production systems that use co-generation except where the fuel used for the co-generation is a co-product other than an agricultural crop residue. In accounting for that excess electricity, the size of the co-generation unit shall be assumed to be the minimum necessary for the co-generation unit to supply the heat that is needed to produce the Bioliquid. The greenhouse gas emission saving associated with that excess electricity shall be taken to be equal to the amount of greenhouse gas that would be emitted when an equal amount of electricity was generated in a power plant using the same fuel as the co-generation unit.

2.5 For the purposes of calculating the $CO_2$ equivalence ($CO_{2eq}$) of the greenhouse gases pursuant to paragraph 2.4, such greenhouse gases shall be valued as follows:

$CO_2$ one (1);

$N_2O$ two hundred and ninety-six (296); and

$CH_4$ twenty-three (23).

2.6 Where a Bioliquid production process produces, in combination, the Bioliquid for which emissions are being calculated pursuant to paragraph 2.4 and one (1) or more other products (co-products), greenhouse gas emissions shall be divided between the Bioliquid or its intermediate product and the co-products in proportion to their Energy Content (determined by lower heating value in the case of co-products other than electricity). For the purposes of such calculation:

(A) the emissions to be divided shall be $e_{ec}$ + $e_l$ + those fractions of $e_{p,\ etd}$ and $e_{ee}$ that take place up to and including the process step at which a co-product is produced. If any allocation to co-products has taken place at an earlier process step in the life-cycle, the fraction of those emissions assigned in the last such process step to the intermediate Bioliquid product shall be used for this purpose instead of the total of those emissions;

(B) all co-products, including electricity that does not fall within the scope of the definition of $e_{ee}$, shall be taken into account for the purposes of that calculation, except for agricultural crop residues. Co-products that have a negative Energy Content shall be considered to have an Energy Content of zero (0) for the purpose of the calculation;

(C) Wastes, agricultural crop residues and residues from processing, including crude glycerine (glycerine that is not refined), shall be considered to have zero (0) life-cycle greenhouse gas emissions up to the process of collection of those materials; and

(D) for Bioliquids produced in refineries, the unit of analysis for the purposes of the calculation shall be the refinery.

2.7 For the purposes of paragraphs 2.4 to 2.6, any calculation using the Actual Value Method (Bioliquids) shall exclude emissions from the manufacture of machinery and equipment used in the production of the Bioliquid used to generate electricity at the Facility.

***Emissions from carbon stock changes caused by land-use change***

2.8 The emissions from carbon stock changes caused by land-use change in respect of an RQM Calculation Month shall be expressed in $_{gCO2eq/MJ}$ of Bioliquid and shall be calculated by dividing total emissions equally over twenty (20) years in accordance with the following formula:

$$e_l = (CS_R - CS_A) \times 3664 \times 1/20 \times 1/P \; - e_B$$

where:

$e_l$ is the emissions from carbon stock changes caused by land-use change in respect of an RQM Calculation Month, expressed in $gCO_{2eq}$/MJ of Bioliquid energy. For the avoidance of doubt, there is no land-use change where the type of crop grown on any land is changed to a different type of crop, including to or from Perennial crops;

$CS_R$ is the carbon stock per unit area associated with the reference land use (measured as mass in tonnes of carbon per unit area, including both soil and vegetation). The reference land use shall be the land use in January 2008 or twenty (20) years before the raw material was obtained, whichever was the later;

$CS_A$ is the carbon stock per unit area associated with the actual land use (measured as mass in tonnes of carbon per unit area, including both soil and vegetation). In cases where the carbon stock accumulates over more than one (1) year, the value attributed to $CS_A$ shall be the estimated stock per unit area after twenty (20) years or when the crop reaches maturity, whichever is the earlier; and

$P$ is the productivity of the crop (measured as Bioliquid energy per unit area per year).

$e_B$ is a bonus of 29 $gCO_{2eq}$/MJ Bioliquid if Biomass is obtained from restored degraded land under the conditions described at paragraphs 8 and 9 of Part C of Annex V of the RED

2.9 For the purposes of paragraph 2.8, any calculation of land carbon stocks shall be performed on the basis of the guidelines set out in the EUDN 2010/335.

***Mixed Value Method (Bioliquids)***

2.10 The Mixed Value Method (Bioliquids) shall not be used for the purposes of paragraph 2.2 unless the Bioliquid used to generate electricity at the Facility during the relevant RQM Calculation Month is a Bioliquid described in the first column of a table in Part D or Part E of Annex V to the RED.

2.11 The Mixed Value Method (Bioliquids) refers to the calculation of greenhouse gas emissions from the production and use of Bioliquids in accordance with the Actual Value Method (Bioliquids), but applying one (1) or more Disaggregated Default Values for the Bioliquid when carrying out such calculation.

2.12 Not used.

***Default Percentage (Bioliquids)***

2.13 The Default Percentage (Bioliquids) shall not be used for the purposes of paragraph 2.2 unless:

(A) in relation to the Bioliquid used to generate electricity at the Facility during the relevant RQM Calculation Month, the result of the calculation of the emissions from carbon stock changes caused by land-use change (in accordance with paragraph 2.8) is equal to, or less than, zero (0); and

(B) in the case of a Bioliquid described in the first column of the table in Part A of Annex V to the RED, the Biomass from which the Bioliquid used to generate electricity at the Facility during the relevant RQM Calculation Month is produced: (i) was cultivated outside the United Kingdom or the EU; (ii) was cultivated in an area included in a list submitted under Article 19(2) of the RED; (iii) is Waste; or (iv) is residue (other than residue from agriculture, aquaculture or fisheries).

***Solid and Gaseous Biomass***

2.14 The Greenhouse Gas Emission Criteria shall be deemed to have been fully complied with in respect of an RQM Calculation Month if the CfD Counterparty is satisfied (acting reasonably) that:

(A) all Biomass from which all Solid and Gaseous Biomass used to generate electricity at the Facility during such RQM Calculation Month was produced was: (i) Waste or wholly derived from Waste; or (ii) excreta produced by animals; or

(B) no individual consignment of Solid or Gaseous Biomass used to generate electricity at the Facility during such RQM Calculation Month exceeds the GHG Threshold.

2.15 The Greenhouse Gas Emission Criteria shall be deemed to have been fully complied with in respect of an SC Audit Year if the CfD Counterparty is satisfied (acting reasonably) that:

(A) all Biomass from which all Solid and Gaseous Biomass used to generate electricity at the Facility during such SC Audit Year was produced was: (i) Waste or wholly derived from Waste; or (ii) excreta produced by animals; or

(B) (i) the average of the greenhouse gas emissions in such SC Audit Year from the use of Solid and Gaseous Biomass to generate electricity at the Facility during such SC Audit Year does not exceed the GHG Threshold; and (ii) no individual consignment of Solid or Gaseous Biomass used to generate electricity at the Facility during such SC Audit Year exceeds the GHG Ceiling.

2.16 For the purposes of paragraphs 2.14 and 2.15, the greenhouse gas emissions from the use of Solid or Gaseous Biomass to generate electricity at the Facility during an RQM Calculation Month or an SC Audit Year (as applicable) shall be:

(A) at the election of the Generator, calculated using the Actual Value Method (Solid and Gaseous Biomass); or

(B) (subject to paragraph 2.27) the Default Value (Solid and Gaseous Biomass).

*2.17* Without prejudice to the obligations of the Generator under Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*, the Biomass from which all Solid and Gaseous Biomass used to generate electricity at the Facility during an RQM Calculation Month was produced need not comply with the Greenhouse Gas Emissions Criteria if: (i) such Biomass was not Bioliquid, excreta produced by animals, Waste or wholly derived from Waste; and (ii) the Facility has Commissioned an Installed Capacity of less than one megawatt (1MW).

***Actual Value Method (Solid and Gaseous Biomass)***

2.18 The greenhouse gas emissions calculated using the Actual Value Method (Solid and Gaseous Biomass) shall be expressed in $_{gCO2eq/MJ}$ and shall, in respect of each megajoule of electricity, be calculated:

(A) where either:

(i) the Facility is a CHP Generating Facility; or

(ii) the Facility is not a CHP Generating Facility but the Generator has provided evidence in a form satisfactory to the CfD Counterparty regarding the Energy Content of heat supplied to any premises by the Facility during the relevant RQM Calculation Month:

in accordance with the following formula:

$$\frac{E}{\eta_{el}}\left(\frac{\eta_{el}}{\eta_{el}+C_h\times\eta_h}\right);\text{ and}$$

(B) in any other case, in accordance with the following formula:

$$\frac{E}{\eta_{el}}$$

where:

$$E = e_{ec} + e_l + e_p + e_{td} + e_u - e_{sca} - e_{ccs} - e_{ccr} - e_{ee}$$

where:

$E$ is the total greenhouse gas emissions from the production of the Solid and Gaseous Biomass used to generate electricity at the Facility during an RQM Calculation Month, expressed in gCO2eq/MJ Biomass;

$e_{ec}$ is emissions from the extraction or cultivation of raw materials for the production of the Solid and Gaseous Biomass used to generate electricity at the Facility:

(A) including emissions from: (i) the extraction or cultivation process itself; (ii) the collection of raw materials; (iii) waste and leakages; and (iv) the production of chemicals or products used in extraction or cultivation; but

(B) excluding: (i) the capture of $CO_2$ in the cultivation of raw materials; and (ii) certified reductions of greenhouse gas emissions from flaring at oil production sites anywhere in the world;

$e_l$ is emissions from carbon stock changes caused by land-use change relating to the production of the Solid and Gaseous Biomass used to generate electricity at the Facility, calculated in accordance with paragraph 2.19;

$e_p$ is emissions from processing the Solid and Gaseous Biomass used to generate electricity at the Facility, including emissions from: (i) the processing itself; (ii) waste and leakages; and (iii) the production of chemicals or products used in processing;

$e_{td}$ is emissions from transport and distribution relating to the production of the Solid and Gaseous Biomass used to generate electricity at the Facility, including emissions from: (i) the transport and storage of raw and semi-finished materials; and (ii) the storage and distribution of finished materials, but excluding those emissions included under $e_{ec}$;

$e_u$ is emissions from the Solid and Gaseous Biomass used to generate electricity at the Facility, which shall be taken to be zero (0);

$e_{sca}$ is the emission saving from soil carbon accumulation via improved agricultural management relating to the Solid and Gaseous Biomass used to generate electricity at the Facility;

$e_{ccs}$ is the emission saving from carbon capture and geological storage relating to the Solid and Gaseous Biomass used to generate electricity at the Facility,

which shall be limited to emissions avoided through the capture and sequestration of emitted $CO_2$ directly related to the extraction, transport, processing and distribution of the Solid and Gaseous Biomass used to generate electricity at the Facility and shall exclude any saving included under $e_p$;

$e_{ccr}$ is the emission saving from carbon capture and replacement relating to the Solid and Gaseous Biomass used to generate electricity at the Facility, which shall be limited to emissions avoided through the capture of $CO_2$ of which the carbon originates from the Solid and Gaseous Biomass used to generate electricity at the Facility and which is used to replace fossil-derived $CO_2$ used in commercial products and services;

$e_{ee}$ is the emission saving from excess electricity from co-generation which shall be taken to be zero (0);

$\eta_{el}$ is equal to *A/F* where:

*A* is the total amount of electrical energy in MJ generated by the Facility during the relevant RQM Calculation Month; and

*F* is the Energy Content of all of the fuels used in generating that electricity at the Facility during the relevant RQM Calculation Month;

$C_h$ is equal to:

(A) where *T* is less than four hundred and twenty-three Kelvin (423K), 0.3546; and

(B) in any other case, $\frac{T - 273}{T}$,

where *T* is the maximum temperature in degrees Kelvin of heat or steam which is (or may be) supplied by the Facility to any premises; and

$\eta_h$ is equal to *H/F* where:

*H* is the Energy Content of all of the heat supplied to any premises by the Facility during the relevant RQM Calculation Month; and

*F* is the Energy Content of all of the fuels used in generating electricity during the relevant RQM Calculation Month.

2.19 For the purposes of calculating the $CO_2$ equivalence $_{(CO2eq)}$ of greenhouse gases pursuant to paragraph 2.18, such greenhouse gases shall be valued as follows:

$CO_2$ one (1);

$N_2O$ two hundred and ninety-six (296); and

$CH_4$ twenty-three (23).

2.20 Where a Solid and Gaseous Biomass production process produces, in combination, the Solid and Gaseous Biomass for which emissions are being calculated pursuant to paragraph 2.18 and one (1) or more other products (co-products), greenhouse gas emissions shall be divided between the Solid and Gaseous Biomass or its intermediate product and the co-products in proportion to their Energy Content (determined by lower heating value in the case of co-products other than electricity). For the purposes of such calculation:

(A) the emissions to be divided shall be $e_{ec} + e_l$ plus those fractions of $e_{p,\ etd}$ and $e_{ee}$ that take place up to and including the process step at which a co-product is produced. If any allocation to co-products has taken place at an earlier process step in the life-cycle, the fraction of those emissions assigned in the last such process step to the intermediate Solid and Gaseous Biomass product shall be used for this purpose instead of the total of those emissions;

(B) all co-products, including electricity that does not fall within the scope of the definition of $e_{ee,}$ shall be taken into account for the purposes of that calculation, except for agricultural crop residues. Co-products that have a negative Energy Content shall be considered to have an Energy Content of zero (0) for the purpose of the calculation;

(C) Wastes, agricultural crop residues, residues from forestry, arboriculture, aquaculture and fisheries and residues from processing, including crude glycerine (glycerine that is not refined), shall be considered to have zero (0) life-cycle greenhouse gas emissions up to the process of collection of those materials; and

(D) for Solid and Gaseous Biomass produced in refineries, the unit of analysis for the purposes of the calculation shall be the refinery.

2.21 Where material is added to the Biomass to act as a binding agent or to reduce the emissions of dust, carbon dioxide, methane or nitrous oxide from the use of the Biomass, the material so added shall be considered to have zero (0) life-cycle greenhouse gas emissions, provided that the material so added does not exceed two per cent. (2%) by weight of the Biomass.

2.22 For the purposes of paragraphs 2.18 to 2.21, any calculation using Actual Value Method (Solid and Gaseous Biomass) shall exclude emissions from the manufacture of machinery and equipment used in the production of the Solid and Gaseous Biomass used to generate electricity at the Facility.

***Emissions from carbon stock changes caused by land-use change***

2.23 The emissions from carbon stock changes caused by land-use change in respect of an SC Audit Year shall be expressed in $_{gCO2eq/MJ}$ of Solid and Gaseous Biomass and shall be calculated by dividing total emissions equally over twenty (20) years in accordance with the following formula:

$$e_l = (CS_R - CS_A) \times 3664 \times 1/20 \times 1/P$$

where:

$e_l$ is the emissions from carbon stock changes caused by land-use change in respect of an RQM Calculation Month, expressed in $gCo_{2eq}$/MJ of Solid and Gaseous Biomass;

$CS_R$ is the carbon stock per unit area associated with the reference land use (measured as mass of carbon per unit area, including both soil and vegetation). The reference land use shall be the land use in January 2008 or twenty (20) years before the raw material was obtained, whichever is the later;

$CS_A$ is the carbon stock per unit area associated with the actual land use (measured as mass of carbon per unit area, including both soil and vegetation). In cases where the carbon stock accumulates over more than one (1) year, the value attributed to $CS_A$ shall be the estimated stock per unit area after twenty (20) years or when the crop reaches maturity, whichever is the earlier; and

$P$ is the productivity of the crop (measured as Solid and Gaseous Biomass energy per unit area per year).

2.24 For the purposes of paragraph 2.23, any calculation of land carbon stocks shall be performed on the basis of the guidelines set out in the EUDN 2010/335.

***Default Value Method (Solid and Gaseous Biomass)***

2.25 The Default Value Method (Solid and Gaseous Biomass) may be used for the purposes of paragraphs 3.3(D)(i) and 3.7(A) of Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) provided that:

(A) the Facility has Commissioned an Installed Capacity of less than one megawatt (1 MW);

(B) the Solid and Gaseous Biomass used to generate electricity at the Facility during the relevant RQM Calculation Month is a Solid and Gaseous Biomass described in the first column of Part 4 of Schedule 2 to the Renewables Obligation Order 2015; and

(C) in relation to the Solid and Gaseous Biomass used to generate electricity at the Facility during the relevant RQM Calculation Month, the result of the calculation in paragraph 2.23 is equal to, or less than, zero (0).

2.26 The Default Value Method (Solid and Gaseous Biomass) refers to the calculation of greenhouse gas emissions from the production and use of Solid and Gaseous Biomass in accordance with the Actual Value Method (Solid and Gaseous Biomass), but where "*E*" shall, in relation to a type of Solid and Gaseous Biomass described in the first column of

Part 4 of Schedule 2 to the Renewables Obligation Order 2015, be the number of grams which corresponds to that description in the second column of that table.

***Default Value (Solid and Gaseous Biomass)***

2.27 The Default Value (Solid and Gaseous Biomass) shall not be used for the purposes of paragraphs 2.14 and 2.15 unless, in relation to the Solid and Gaseous Biomass used to generate electricity at the Facility during the relevant RQM Calculation Month:

(A) the sustainability characteristics of such Solid and Gaseous Biomass are not known; and

(B) the greenhouse gas emissions cannot be calculated by the Actual Value Method (Solid and Gaseous Biomass) or the Default Value Method (Solid and Gaseous Biomass).

3. **LAND CRITERIA**

***Interpretation; Utilisation of Bioliquids and Solid and Gaseous Biomass***

3.1 The Generator may use any combination of Bioliquid and Solid and Gaseous Biomass to generate electricity at the Facility during any RQM Calculation Month and the Land Criteria shall be deemed to have been fully complied with in respect of such RQM Calculation Month if the CfD Counterparty is satisfied (acting reasonably) that the Land Criteria applicable to the use of such Bioliquid, and Solid and Gaseous Biomass, have each been met.

***Bioliquids***

3.2 The Land Criteria shall be deemed to have been fully complied with in respect of all Biomass from which all Bioliquid used to generate electricity at the Facility (or added for an Exempt Purpose) during an RQM Calculation Month was produced if the CfD Counterparty is satisfied (acting reasonably) that such Biomass was: (i) Waste; (ii) residue (other than residue from agriculture, aquaculture, fisheries or forestry); or (iii) obtained from a Permitted Source.

***Solid and Gaseous Biomass: Woodfuel***

3.3 The Land Criteria shall be deemed to have been fully complied with in respect of all Biomass from which all Solid and Gaseous Biomass (which is not Waste or wholly derived from Waste) used to generate electricity at the Facility (or added for an Exempt Purpose) during an RQM Calculation Month was produced: (i) was wood or Solid and Gaseous Biomass derived wholly from wood; and (ii) was not an Energy Crop (the foregoing being "**Woodfuel**") if the CfD Counterparty is satisfied (acting reasonably) that:

(A) such Woodfuel was legally harvested; and

(B) either:

(i) at least seventy per cent. (70%) of such Woodfuel was obtained from a sustainable source; or

(ii) such Woodfuel was certified by an Environmental Quality Assurance Scheme which ensures that at least seventy per cent. (70%) of the Woodfuel certified by the scheme was obtained from a sustainable source.

3.4 For the purposes of paragraph 3.3:

(A) "**legally harvested**" shall have the meaning given to that term in Article 2 of EUR 2010/995;; and

(B) Woodfuel shall be deemed to have been obtained from a "**sustainable source**" if either:

(i) it was grown within an area of forest or other land which is managed to meet the requirements specified in paragraph 3.7 and in a way that is consistent with;

(a) the Forest Europe Sustainable Forest Management Criteria (and "**the Forest Europe Sustainable Forest Management Criteria**" means the criteria for sustainable forest management in Lisbon Resolution L2 of the third Ministerial Conference on the Protection of Forests in Europe held in June 1998); or

(b) a set of international principles for the sustainable management of land which meet the requirements specified in paragraph 3.5;

(ii) it constituted an arboricultural residue (Woodfuel will ordinarily be considered by the CfD Counterparty to constitute such a residue; if it is or is derived from material from woody plants and trees planted for landscape or amenity value that are removed during tree surgery);

(iii) it was or was derived from trees being removed from areas which constitute non-forest land and which are being restored for ecological purposes (and, for this purpose: (1) "**ecological purposes**" refers to the creation, restoration or maintenance of ecosystems; and (2) non-forest land shall exclude (without limitation) any land which constitutes a forest (as defined as at the Agreement Date in the document entitled "The UK Forestry Standard" published by the Forestry Commission)); or

(iv) it was added to the fuel for an Exempt Purpose.

3.5 The requirements referred to in paragraph 3.4(B)(i)(b) are that:

(A) the principles have been adopted following a process (the "principle setting process") which sought to: (i) obtain a balanced representation of the views of interest groupings; (ii) ensure that no single interest grouping could dominate the principle setting process; and (iii) ensure that no decision on the contents of the principles could be made in the absence of agreement from a majority within each interest grouping involved in the principle setting process; and

(B) can be changed by a process (the “change process”) which seeks to ensure that: (i) no single interest grouping can dominate the process, and (ii) no decision on changes to the principles can be made in the absence of agreement from a majority within each interest grouping involved in the change process.

3.6 For the purposes of paragraph 3.5, each of the following is an interest grouping in relation to the forest or other location where the wood was grown: (i) persons with interests which are predominantly economic in nature; (ii) persons with interests which are predominantly environmental in nature; and (iii) persons with interests which are predominantly social in nature.

3.7 The requirements referred to in paragraph 3.4(B) are that:

(A) harm to ecosystems is minimised, in particular by: (i) assessing the impacts of the extraction of wood from the area and adopting plans to minimise any negative impacts; (ii) protecting soil, water and biodiversity; (iii) controlling the use of chemicals and ensuring that chemicals are used in an appropriate way; (iv) wherever possible, using integrated pest management (for the purposes of this paragraph 3.7, Part B, Annex 7 "integrated pest management" means the careful consideration of all available plant protection methods and subsequent integration of appropriate measures that discourage the development of populations of harmful organisms and keep the use of plant protection products and other forms of intervention to levels that are economically and ecologically justified and reduce or minimise risks to human health and the environment and it emphasises the growth of a healthy crop with the least possible disruption to agro-ecosystems and encourages natural pest control mechanisms); and (v) disposing of waste in a manner that minimises any negative impacts;

(B) the productivity of the area is maintained, in particular by: (i) adopting plans to avoid significant negative impacts on productivity; (ii) adopting procedures for the extraction of wood that minimise the impact on other uses of the area; (iii) providing for all of the contractors and workers who are working in the area to be adequately trained in relation to the maintenance of productivity, and (iv) maintaining an adequate inventory of the trees in the area (including data on the growth of the trees and on the extraction of wood) so as to ensure that wood is extracted from the area at a rate which does not exceed its long-term capacity to produce wood;

(C) compliance with the requirement in paragraph 3.7(B) is monitored, the results of that monitoring reviewed and planning updated accordingly;

(D) the health and vitality of ecosystems is maintained, in particular by: (i) adopting plans to maintain or increase the health and vitality of ecosystems; (ii) adopting plans to deal with natural processes or events such as fires, pests and diseases, and (iii) taking adequate measures to protect the area from unauthorised activities such as illegal logging, mining and encroachment;

(E) biodiversity is maintained, in particular by: (i) implementing safeguards to protect rare, threatened and endangered species; (ii) conserving key ecosystems in their

natural state; and (iii) protecting features and species of outstanding or exceptional value;

(F) those responsible for the management of the area (and any contractors engaged by them) comply with the local and national laws relating to health and safety and the welfare of workers;

(G) those responsible for the management of the area have regard to: (i) legal, customary and traditional rights of tenure and land use; (ii) mechanisms for resolving grievances and disputes including those relating to tenure and land use rights, forest or land management practices and working conditions; and (iii) safeguarding the health and safety and rights of workers; and

(H) there is regular assessment of the extent to which those responsible for the management of the area have met the requirements set out in paragraphs 3.7(A) to 3.7(G) (inclusive).

***Solid and Gaseous Biomass: Other***

3.8 Subject to paragraph 3.3, the Land Criteria shall be deemed to have been fully complied with in respect of all Biomass from which all Solid and Gaseous Biomass used to generate electricity at the Facility (or added for an Exempt Purpose) during an RQM Calculation Month was produced if the CfD Counterparty is satisfied (acting reasonably) that such Biomass was: (i) Waste or wholly derived from Waste; (ii) excreta produced by animals; (iii) residue (other than residue from agriculture, aquaculture, fisheries or forestry); (iv) obtained from a Permitted Source (including any of the foregoing which was Woodfuel or which constituted an Energy Crop but was not an Energy Crop in respect of which financial assistance was paid under the Energy Crops Regulations 2000 or under an equivalent financial assistance scheme); (v) an Energy Crop in respect of which financial assistance was paid under the Energy Crops Regulations 2000 or under an equivalent financial assistance scheme; or (vi) added to the fuel for an Exempt Purpose.

***Permitted Sources***

3.9 For the purposes of paragraphs 3.2 and 3.8, Biomass is obtained from a Permitted Source unless it is obtained from:

(A) land which at any time during or after January 2008 was Primary Forest;

(B) land which at any time during or after January 2008 was Designated for Nature Protection Purposes, except if the production of that Biomass did not interfere with the nature protection purposes for which the land was designated;

(C) land which at any time during January 2008 was peatland, except if the cultivation and harvesting of that Biomass did not involve the drainage of previously undrained soil;

(D) (or, in accordance with paragraph 3.10, deemed to be obtained from) a former Continuously Forested Area;

(E) (or, in accordance with paragraph 3.10(B), deemed to be obtained from) a former Lightly Forested Area, except if:

(i) (a) the fuel produced from the Biomass was Solid and Gaseous Biomass; and (b) the greenhouse gas emissions from the use of the Solid and Gaseous Biomass to generate one megajoule (1 MJ) of electricity did not exceed the GHG Threshold, such emissions to be calculated using the Actual Value Method (Solid and Gaseous Biomass); or

(ii) (a) the fuel produced from the Biomass was a Bioliquid; and (b) the greenhouse gas emissions from the use of the Bioliquid to generate electricity at the Facility were lower, by at least the Bioliquid Relevant Percentage, than the Fossil Fuel Comparator (Bioliquids), such emissions to be calculated using the Actual Value Method (Bioliquids);

(F) (or, in accordance with paragraph 3.10(C), deemed to be obtained from) a former Wetland Area; or

(G) highly biodiverse grassland that is: (i) natural, namely grassland that would remain grassland in the absence of human intervention and which maintains the natural species composition and ecological characteristics and processes; or (ii) non-natural, namely grassland that would cease to be grassland in the absence of human intervention and which is species-rich and not degraded, unless evidence is provided that the harvesting of the raw material is necessary to preserve its grassland status, (provided that this paragraph (G) shall be interpreted in accordance with the criteria and geographical ranges set out in EUR 2014/1307.

3.10 For the purposes of paragraph 3.9, Biomass shall be deemed to be obtained from:

(A) a former Continuously Forested Area if the land: (i) was a Continuously Forested Area at any time during January 2008; and (ii) was not a Continuously Forested Area when the Biomass was obtained from it;

(B) a former Lightly Forested Area if the land: (i) was a Lightly Forested Area at any time during January 2008; and (ii) was not a Lightly Forested Area or a Continuously Forested Area when the Biomass was obtained from it; and

(C) a former Wetland Area if the land: (i) was a Wetland Area at any time during January 2008; and (ii) was not a Wetland Area when the Biomass was obtained from it.

*3.11* Without prejudice to the obligations of the Generator under Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), the Biomass from which all Solid and Gaseous Biomass used to generate electricity at the Facility during an RQM Calculation Month was produced need not comply with the Land Criteria if: (i) such Biomass was not Bioliquid, excreta produced by animals, Waste or wholly derived from Waste; and (ii) the Facility has Commissioned an Installed Capacity of less than one megawatt (1MW).

## Part C
## SC Reporting Obligations

1. **APPLICATION**

This Part C shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

2. **PROVISION OF SC MONTHLY INFORMATION**

***Procedure***

2.1 Subject to paragraph 2.2, the Generator shall, with effect on and from the Start Date, submit SC Monthly Information to the CfD Counterparty in respect of each RQM Calculation Month no later than the relevant RQM Submission Deadline.

2.2 The Generator shall not be required to provide SC Monthly Information in accordance with paragraph 2.1 if the Facility has Commissioned an Installed Capacity of less than one megawatt (1 MW).

***Content requirements***

2.3 Each submission of SC Monthly Information shall include confirmation from the Generator as to whether it considers:

(A) the relevant Land Criteria to have been fully complied with in respect of the relevant RQM Calculation Month (and, for this purpose, where the fuel is required to comply with the Woodfuel Sustainability Standards, the confirmation by the Generator may be made on the basis that each consignment of fuel so complied or on the basis that consignments of fuel mixed prior to being used to generate electricity at the Facility so complied);

(B) the relevant Greenhouse Gas Emissions Criteria to have been fully complied with in respect of the relevant RQM Calculation Month, as to which:

(i) in respect of Bioliquids used to generate electricity at the Facility during the relevant RQM Calculation Month, the SC Monthly Information shall include the difference between: (a) the greenhouse gas emissions from the Generator's use of the Bioliquid, such emissions to be calculated in accordance with paragraph 2.3 of Part B; and (b) the Fossil Fuel Comparator (Bioliquids) (expressed as a percentage); and

(ii) in respect of Solid and Gaseous Biomass used to generate electricity at the Facility during the relevant RQM Calculation Month, the SC Monthly Information shall include the greenhouse gas emissions from the Generator's use of the Solid and Gaseous Biomass, such emissions to be calculated in accordance with paragraph 2.16 of Part B (expressed as $gCO_{2eq}/MJ$).

2.4 The SC Monthly Information referred to in paragraph 2.3 shall be provided:

(A) in relation to each consignment of fuel used to generate electricity at the Facility in respect of the relevant RQM Calculation Month (and, notwithstanding paragraph 2.3(A), such SC Monthly Information must be provided on the foregoing basis and may not be provided in relation to consignments of fuel which have been mixed prior to being used to generate electricity at the Facility); and

(B) where there has been a mixture of the consignments of fuel used to generate electricity at the Facility, by application of a Mass Balance System.

2.5 Each submission of SC Monthly Information shall be accompanied by a Directors' Certificate in relation to such SC Monthly Information.

3. **PROVISION OF SC ANNUAL COMPLIANCE REPORTS**

***Procedure***

3.1 The Generator shall, with effect on and from the Start Date, submit at least one (1) SC Annual Compliance Report to the CfD Counterparty in respect of each SC Audit Year no later than the relevant SC Annual Submission Deadline.

3.2 Each SC Annual Compliance Report shall, if requested in writing by the CfD Counterparty in advance of the relevant SC Annual Submission Deadline, be accompanied by a Directors' Certificate in relation to the information provided pursuant to paragraphs 3.5 and 3.6.

***Content requirements***

3.3 Each SC Annual Compliance Report shall include:

(A) the information specified in paragraph 3.5 other than in respect of Biomass which was Municipal Waste or wholly derived from Municipal Waste;

(B) the information specified in paragraph 3.6 other than in respect of Biomass which was gas formed by the Anaerobic Digestion of material which was: (i) excreta produced by animals; or (ii) Waste;

(C) a Bioliquid Sustainability Audit Report in respect of Biomass which was Bioliquid; and

(D) if the Facility has Commissioned an Installed Capacity of:

(i) less than one megawatt (1 MW), the information specified in paragraph 3.7 other than in respect of Biomass which was: (a) Bioliquid; (b) excreta produced by animals; (c) Waste; or (d) wholly derived from Waste; or

(ii) one megawatt (1 MW) or more, and:

(iii) Solid and Gaseous Biomass (other than Biomass which was: (1) excreta produced by animals; (2) Municipal Waste; or (3) wholly derived from Municipal Waste) has been used (whether wholly or partly) to generate

electricity in the relevant SC Audit Year to which the SC Annual Compliance Report relates; and

(iv) the Generator has: (1) in the case of Solid and Gaseous Biomass which is Waste or wholly derived from Waste, provided the information specified in paragraph 3.5(C); or (2) in the case of Solid and Gaseous Biomass which is not Waste or wholly derived from Waste, provided the Relevant Sustainability Information,

a Solid and Gaseous Biomass Sustainability Audit Report.

3.4 The information to be included in each SC Annual Compliance Report referred to in paragraph 3.3 shall be provided:

(A) in relation to each consignment of fuel used to generate electricity at the Facility in respect of the relevant SC Audit Year; and

(B) where there has been a mixture of the consignments of fuel used to generate electricity at the Facility, by application of a Mass Balance System.

***Profiling information***

3.5 The information referred to in paragraph 3.3(A) is information identifying (to the best of the Generator's knowledge and belief (having made all due and careful enquiries)):

(A) the material from which the Biomass was composed;

(B) where the Biomass was solid and can take different forms, the form of the Biomass;

(C) whether the Biomass was Waste or wholly derived from Waste;

(D) whether the Biomass was excreta produced by animals;

(E) where the Biomass was plant matter or derived from plant matter, the country where the plant matter was grown;

(F) where the information specified in paragraph (E) is not known to the Generator, or the Biomass was not plant matter or derived from plant matter, the country from which the Generator obtained the Biomass; and

(G) the Energy Content of Bioliquid derived from a Starch-rich crop, a sugar, an oil crop, and any other crop grown as a main crop primarily for energy purposes on agricultural land.

3.6 The information referred to in paragraph 3.3(B) is information identifying (to the best of the Generator's knowledge and belief (having made all due and careful enquiries)):

(A) where the Biomass was solid, its mass (in tonnes);

(B) where the Biomass was liquid, its volume (in litres) when measured at twenty-five degrees Celsius (25°C) and 0.1 megapascals;

(C) where the Biomass was gas, its volume (in cubic metres) when measured at twenty-five degrees Celsius (25°C) and 0.1 megapascals;

(D) where the Biomass was an Energy Crop and was not a Bioliquid: (i) the type of Energy Crop in question; and (ii) the use of the land on which the Biomass was grown in the year before the land was first used to grow Energy Crops;

(E) where the Biomass was Woodfuel:

(i) the name of the forest or other location where the relevant wood was grown;

(ii) a description of the forestry management practices or land management practices used in the forest or other location where the relevant wood was grown;

(iii) the proportion of such Biomass which is or is derived from hardwood and softwood respectively (and, for this purpose "**hardwood**" means wood derived from a broadleaf tree and "**softwood**" means wood derived from a coniferous tree);

(iv) the proportion of such Biomass which is likely to be or is likely to be derived from a protected or threatened species and, if any such Biomass is or is derived from a protected or threatened species, the species of wood in question (and, for this purpose, wood shall be considered to be a "**protected or threatened species**" if either or both of the following apply: (a) it is characterised as a protected species in or pursuant to the Convention on International Trade in Endangered Species; or (b) it is characterised as at risk of extinction in or pursuant to The International Union for Conservation of Nature "Red List of threatened species" (in each case, as may be amended, supplemented, restated or replaced from time to time); and

(v) the proportion of the Biomass (if any) that was composed of, or derived from, a Saw Log, and the Saw Log Specification adopted for the purpose of determining the proportion of the Biomass that was, or was derived from, a Saw Log; and

(F) where some or all of the Biomass was certified under one (1) or more Environmental Quality Assurance Schemes: (i) the name(s) of such scheme(s); and (ii) the proportion of each consignment certified under each such scheme.

3.7 The information referred to in paragraph 3.3(D)(i) is information identifying (to the best of the Generator's knowledge and belief (having made all due and careful enquiries)):

(A) the greenhouse gas emissions from the use of the Biomass to generate one megajoule (1 MJ) of electricity, such emissions to be calculated by the Generator

using: (i) the Actual Value Method (Solid and Gaseous Biomass); or(ii) subject to paragraph 2.25 of Part B, the Default Value Method (Solid and Gaseous Biomass), and where the Biomass does not meet with the Greenhouse Gas Emissions Criteria, the main reasons why Biomass meeting the Greenhouse Gas Emissions Criteria was not used;

(B) where the Biomass was Woodfuel, whether the Biomass meets the Woodfuel Sustainability Standards or an equivalent standard (or is deemed to have satisfied the Woodfuel Sustainability Standards on the basis provided for in paragraph 3.4(B)(i) or 3.4(B)(iii) of Part B of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*, and:

(i) where the Biomass does not meet the Woodfuel Sustainability Standards or equivalent standards (and is not deemed to have satisfied the Woodfuel Sustainability Standards), the main reasons why Biomass meeting the Woodfuel Sustainability Standards or equivalent standards were not used; and

(ii) where the Biomass is deemed to have satisfied the Woodfuel Sustainability Standards on the basis provided for paragraph 3.4(B)(i) or 3.4(B)(b) of Part B of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), which of those paragraphs is applicable;

(C) where the Biomass was not Woodfuel: (i) whether the Biomass meets the Land Criteria; and (ii) where the Biomass does not meet the Land Criteria, the main reasons why Biomass meeting the Land Criteria was not used;

(D) where: (i) the Facility Generation Technology is Dedicated Biomass with CHP; and (ii) the greenhouse gas emissions from the use of the Biomass to generate one megajoule (1 MJ) of electricity are greater than the GHG Threshold, the main reasons why Biomass with lower greenhouse gas emissions was not used;

(E) where: (i) the Facility Generation Technology is not Dedicated Biomass with CHP; and (ii) the greenhouse gas emissions from the use of the Biomass to generate one megajoule (1 MJ) of electricity are greater than the GHG Threshold, the main reasons why Biomass with lower greenhouse gas emissions was not used; and

(F) where the Biomass was Woodfuel and any of the information specified in paragraphs (A) and (B) is not known or where the Biomass was not Woodfuel and any of the information specified in paragraphs (A) and (C) is not known: (i) the main reasons why that information is not known; and (ii) the main reasons why Biomass for which that information is known was not used.

***SC Audit Report***

3.8 Each SC Audit Report shall be prepared by a person who is not the Generator (or any of its connected persons where, for this purpose, "**connected person**" shall be construed in accordance with sections 1122 and 1123 of the Corporation Tax Act 2010).

***Content requirements: General***

3.9 Each SC Audit Report shall:

(A) contain a detailed narrative:

(i) identifying whether the systems used to produce the Relevant Sustainability Information are likely to produce information which is reasonably accurate and reliable;

(ii) identifying whether there are controls in place to help protect the Relevant Sustainability Information against material misstatements due to fraud or error;

(iii) specifying the frequency and methodology of any sampling carried out for the purpose of obtaining or checking the data on which the Generator relied in preparing the Relevant Sustainability Information; and

(iv) as to the robustness of the data on which the Generator relied in preparing the Relevant Sustainability Information;

(B) state whether anything has come to the attention of the person preparing the report to indicate that the Relevant Sustainability Information is not accurate;

(C) be prepared in accordance with the requirements in respect of limited assurance engagements prescribed in ISAE 3000, or an equivalent standard; and

(D) be in form and content reasonably satisfactory to the CfD Counterparty.

***Additional content requirements: Bioliquid Sustainability Audit Report***

3.10 Without prejudice to paragraph 3.9, each Bioliquid Sustainability Audit Report shall:

(A) identify whether the Bioliquid was certified under an Environmental Quality Assurance Scheme, and if so: (i) state the name of the scheme; and (ii) identify whether the European Commission has adopted a decision under Article 18(4) of the RED in respect of the scheme; and

(B) where the Bioliquid was not derived from Waste or residue and the Actual Value Method (Bioliquids) or the Mixed Value Method (Bioliquids) was used for the purpose of calculating the greenhouse gas emissions from the use of the Bioliquid, identify whether an emission saving from soil carbon accumulation via improved agricultural management *(esca)* was included in the calculation of the greenhouse gas emissions from the use of the Bioliquid.

4. **ANCILLARY REPORTING OBLIGATIONS**

*4.1* Without prejudice to paragraphs 2 (Provision of SC Monthly Information) and 3 (Provision of SC Annual Compliance Reports) the Generator shall, with effect on and from the Start Date, provide the CfD Counterparty with all Information requested by the CfD Counterparty for SC Purposes, such Information to be provided as soon as reasonably

practicable, and no later than ten (10) Business Days, or such longer period as is specified by the CfD Counterparty, after the Information is requested.

4.2 The Generator shall ensure that all Information provided to the CfD Counterparty pursuant to this Part C, including all SC Monthly Information and each SC Annual Compliance Report submitted by it to the CfD Counterparty, is true, complete and accurate in all material respects and is not misleading.

5. **ACCESS RIGHTS SCOPE OF SC AUDIT RIGHT**

5.1 The Generator shall grant the CfD Counterparty (and any and all persons nominated by the CfD Counterparty and considered by the CfD Counterparty to be suitably qualified) access to:

(A) (i) the Whole Facility; (ii) where the Facility is a Dual Scheme Facility, the Generating Station; (iii) any plant, machinery, processing or storage facility associated with the Whole Facility or, where the Facility is a Dual Scheme Facility, the Generating Station; and (iv) any location at which fuel used or to be used at the Whole Facility or, where the Facility is a Dual Scheme Facility, the Generating Station is located, in each case owned, occupied or controlled by the Generator and to which the Generator can lawfully grant access;

(B) the books and records of the Generator, insofar as they relate to matters pertinent to the SC Purposes; and

(C) the directors, officers and employees of the Generator (who will be instructed to give as soon as reasonably practicable all Supporting Information reasonably requested by the CfD Counterparty (and any persons nominated by it in accordance with this paragraph 5.1)),

in each case as the CfD Counterparty considers to be reasonably necessary for the CfD Counterparty to fulfil the SC Purposes (the "**SC Audit Right**").

5.2 If the CfD Counterparty intends to exercise the SC Audit Right it shall give a notice to the Generator (an "**SC Audit Notice**"). AN SC Audit Notice shall:

(A) specify that the CfD Counterparty (or any persons nominated by it in accordance with paragraph 5.1) intends to exercise the SC Audit Right; and

(B) specify the date by which the Generator must, in accordance with paragraph 5.3, permit the exercise of the SC Audit Right.

5.3 On receipt of an SC Audit Notice the Generator shall permit the CfD Counterparty to exercise the SC Audit Right at such time as the CfD Counterparty may nominate, provided that it is no earlier than one (1) Business Day after receipt of the SC Audit Notice.

***Failure to comply with SC Audit Right***

5.4 If the Generator fails to comply with its obligation to permit the CfD Counterparty to exercise the SC Audit Right, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the

Generator in any period during which the Generator is in non-compliance with such obligation, provided that, prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (i) its intention to suspend payment of any Net Payable Amounts; and (ii) the date from which it proposes to effect such suspension.

5.5 If the Generator subsequently complies with its obligation to permit the CfD Counterparty to exercise the SC Audit Right, then the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of paragraph 5.4. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 5.5.

## Part D
## Sustainability Criteria Change Control Procedure

1. **APPLICATION**

This Part D shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

2. **INTERPRETATION**

In this Part D, any reference to an "amendment" (or grammatical variation thereof or any analogous term) has the meaning given to that term in paragraph 1.1 of Annex 2 (*Change Control Procedure*).

3. **SUSTAINABILITY CRITERIA AMENDMENTS: GENERATOR ACKNOWLEDGEMENT**

The Generator acknowledges that the provisions set out in Part B and Part C (the "**Sustainability Provisions**") may need to be amended to ensure that, at all times during the Term, the basis upon which the Renewable Qualifying Multiplier is calculated pursuant to this Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*) ensures that all fuel used to generate electricity at the Facility, if and to the extent that such fuel is not used for Low Carbon Electricity Generation, constitutes Unsustainable Fuel (the "**Sustainability Objective**").

4. **SUSTAINABILITY CRITERIA: IMPLEMENTATION OF AMENDMENTS**

***SC Amendments notification***

4.1 Without prejudice to the generality of Annex 2 (*Change Control Procedure*), the CfD Counterparty may give a notice to the Generator (an "**SC Amendments Notice**") to effect amendments to the Sustainability Provisions which are necessary to ensure compliance with the Sustainability Objective ("**SC Amendments**"). The CfD Counterparty shall give the Generator an SC Amendments Notice only if:

(A) the Secretary of State, after the Agreement Date, issues and publishes revised standard terms (as such expression is defined in section 11(1) of the EA 2013) in accordance with section 11 of the EA 2013 ("**Revised Standard Terms**") and the Revised Standard Terms include amendments to the Sustainability Provisions;

(B) the CfD Counterparty is required, by virtue of regulations made under section 21 of the EA 2013, to give the SC Amendments Notice, containing the relevant SC Amendments, to the Generator; and

(C) the SC Amendments contained in such SC Amendments Notice are stipulated or prescribed by virtue of such regulations.

4.2 Each SC Amendments Notice shall: (i) set out the SC Amendments; and (ii) specify the date from which the Amendments are to become effective (the "**SC Amendments Effective Date**"), such date to be no earlier than:

(A) twelve (12) months after the date on which the SC Amendments Notice is given;

(B) the date on which the Revised Standard Terms are to be adopted in relation to any offer to contract made to Eligible Generators by the CfD Counterparty pursuant to section 14 of the EA 2013; and

(C) the date (if any) stipulated by the Secretary of State in regulations made pursuant to section 21 of the EA 2013 requiring or directing the CfD Counterparty to effect the SC Amendments.

***Implementation of SC Amendments***

4.3 The SC Amendments set out in an SC Amendments Notice shall take effect on the SC Amendments Effective Date; and, with effect from such date, all references in the Contract for Difference to the Sustainability Provisions shall be deemed to refer to the Revised Sustainability Provisions.

***Disputes regarding SC Amendments***

4.4 The Generator acknowledges and agrees that:

(A) it may only raise a Dispute with respect to SC Amendments on the basis that either or both of the conditions specified in paragraphs (A) and (B) of paragraph 4.1 have not been met; and

(B) any Dispute Notice in relation to SC Amendments which is based upon grounds other than those specified in paragraph (A) above shall be invalid and of no effect.

## Part E
## RQM Calculation Methodology

1. **APPLICATION**

1.1 Paragraphs 2.1(B), 3.2(A)(i), 3.2(B), 3.2(C), 3.3, 3.4(B), 3.4(D), 3.4(F), 3.5, 3.6, 4.2, 5.2(B), 5.2(C), 5.3, 5.4 and 10 (*Failure to comply with SC reporting obligations*) of this Part E shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

1.2 Paragraphs 4 (*Deemed RQM: FMS Exempted Generator*) and 6 (*Deemed RQM: Utilisation of Qualifying Waste*) shall not apply if the Facility is a Dual Scheme Facility.

2. **INTRODUCTION**

2.1 The "**Renewable Qualifying Multiplier**" for each RQM Calculation Month shall be the multiplier (expressed as a decimal) calculated in respect of that RQM Calculation Month in accordance with the methodology set out in paragraph 3 (*Calculation Methodology*) which, subject to and as provided for in that paragraph and the other provisions of this Part E, will be calculated using:

(A) the RQM Formula; or

(B) the Sustainable Fuel RQM Formula or the Deemed Sustainable Fuel RQM Formula.

2.2 The Renewable Qualifying Multiplier shall, except as expressly provided in this Part E, be the same for every Settlement Unit falling within an RQM Calculation Month.

3. **CALCULATION METHODOLOGY**

***Deeming provisions***

3.1 Subject to paragraphs 3.4 and 3.5, the Renewable Qualifying Multiplier in each RQM Calculation Month shall be:

(A) if paragraph 4 (*Deemed RQM: FMS Exempted Generator*) applies, the Renewable Qualifying Multiplier specified in that paragraph;

(B) if: (i) paragraph 4 (*Deemed RQM: FMS Exempted Generator*) does not apply; and (ii) paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*) applies, the Renewable Qualifying Multiplier specified in paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*); and

(C) if: (i) neither paragraph 4 (*Deemed RQM: FMS Exempted Generator*) nor paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*) applies; and (ii) paragraph 6 (*Deemed RQM: Utilisation of Qualifying Waste*) applies, the

Renewable Qualifying Multiplier calculated in accordance with the provisions of paragraph 6 (*Deemed RQM: Utilisation of Qualifying Waste*).

***Use of formulae***

3.2 Subject to paragraphs 3.4 and 3.5, if (i) none of paragraphs 4 (*Deemed RQM: FMS Exempted Generator*), 5 (*Deemed RQM: Strike Price below Market Reference Price*) or 6 (*Deemed RQM: Utilisation of Qualifying Waste*) applies; or (ii) any of the paragraphs referenced in paragraph (i) applies but expressly provides for this paragraph 3.2 to be utilised in calculating the Renewable Qualifying Multiplier in the relevant RQM Calculation Month, then the Renewable Qualifying Multiplier in such RQM Calculation Month shall be:

(A) if:

(i) the FMS Report and the SC Monthly Information relating to such RQM Calculation Month have been delivered to the CfD Counterparty, the Renewable Qualifying Multiplier as calculated by the application of the Sustainable Fuel RQM Formula to the FMS Data in such FMS Report and the SC Data in such SC Monthly Information; or

(ii) the FMS Report relating to such RQM Calculation Month has been delivered to the CfD Counterparty, the Renewable Qualifying Multiplier as calculated by the application of the RQM Formula to the FMS Data in such FMS Report;

(B) if the FMS Report relating to such RQM Calculation Month has been delivered to the CfD Counterparty, but:

(i) the SC Monthly Information relating to such RQM Calculation Month has not been delivered to the CfD Counterparty, the Renewable Qualifying Multiplier as calculated by the application of the Sustainable Fuel RQM Formula to: (1) the FMS Data contained in such FMS Report; and (2) the SC Data contained in the SC Monthly Information most recently received by the CfD Counterparty; or

(ii) the CfD Counterparty has not received any SC Monthly Information (or in any other circumstance agreed between the Parties), such other Renewable Qualifying Multiplier as may be agreed between the CfD Counterparty and the Generator from time to time or, in the absence of such agreement, the Assumed RQM;

(C) if SC Monthly Information relating to such RQM Calculation Month has been delivered to the CfD Counterparty, but:

(i) the FMS Report relating to such RQM Calculation Month has not been delivered to the CfD Counterparty, the Renewable Qualifying Multiplier as calculated by the application of the Sustainable Fuel RQM Formula to: (1) the SC Data contained in such SC Monthly Information; and (2)

the FMS Data contained in the FMS Report most recently received by the CfD Counterparty; or

(ii) the CfD Counterparty has not received any FMS Reports (or in any other circumstance agreed between the Parties), such other Renewable Qualifying Multiplier as may be agreed between the CfD Counterparty and the Generator from time to time or, in the absence of such agreement, the Assumed RQM;

(D) neither the FMS Report nor (if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement) the SC Monthly Information relating to such RQM Calculation Month have been delivered to the CfD Counterparty:

(i) the Renewable Qualifying Multiplier as calculated by the application of:

(a) the Sustainable Fuel RQM Formula to the FMS Data contained in the FMS Report and the SC Data contained in the SC Monthly Information, in each case most recently received by the CfD Counterparty; or

(b) the RQM Formula to the FMS Data contained in the FMS Report most recently received by the CfD Counterparty; or

(ii) (where the CfD Counterparty has not received any FMS Reports or (if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement) any SC Monthly Information) such other Renewable Qualifying Multiplier as may be agreed between the CfD Counterparty and the Generator from time to time or, in the absence of such agreement, the Assumed RQM.

3.3 The Deemed Sustainable Fuel RQM Formula shall be used for the purposes of calculating the Renewable Qualifying Multiplier in respect of an RQM Calculation Month only in the circumstances and on the basis described in paragraphs 5.3 and 5.4.

***Recalculations: General***

3.4 If, in respect of any RQM Calculation Month, the CfD Counterparty has calculated a Renewable Qualifying Multiplier in accordance with paragraphs 3.1 and 3.2, the CfD Counterparty may or, where specified in this Part E, shall recalculate the Renewable Qualifying Multiplier in circumstances in which:

(A) revised or updated FMS Data for that RQM Calculation Month is provided or becomes available to the CfD Counterparty including, in particular:

(i) where an FMS Report (including the FMS Data) is provided to the CfD Counterparty for an RQM Calculation Month either before or after the RQM Submission Deadline; or

(ii) as a result of the exercise by the CfD Counterparty of the FMS Audit Right;

(B) revised or updated SC Data for that RQM Calculation Month is provided or becomes available to the CfD Counterparty including, in particular:

(i) where SC Monthly Information (including the SC Data) is provided to the CfD Counterparty for an RQM Calculation Month either before or after the RQM Submission Deadline;

(ii) where an SC Annual Compliance Report is provided to the CfD Counterparty in respect of an SC Audit Year (or any RQM Calculation Month within an SC Audit Year) either before or after the SC Annual Submission Deadline; or

(iii) as a result of the exercise by the CfD Counterparty of the SC Audit Right;

(C) any of paragraphs 7 (*Failure to comply with Fuelling Criteria*), 8 (*Failure to comply with FMS Procedures*) or 9 (*Failure to deliver FMS Report*) applies to the calculation of the Renewable Qualifying Multiplier in respect of that RQM Calculation Month;

(D) paragraph 10 (*Failure to comply with SC reporting obligations*) applies to the calculation of the Renewable Qualifying Multiplier in respect of that RQM Calculation Month;

(E) any of paragraphs 7 (*Failure to comply with Fuelling Criteria*), 8 (*Failure to comply with FMS Procedures*) or 9 (*Failure to deliver FMS Report*) has been applied to the calculation of the Renewable Qualifying Multiplier in respect of that RQM Calculation Month and the conditions to the application of the relevant paragraph are subsequently agreed or determined not to have been met;

(F) paragraph 10 (*Failure to comply with SC reporting obligations*) has been applied to the calculation of the Renewable Qualifying Multiplier in respect of that RQM Calculation Month and the conditions to the application of that paragraph are subsequently agreed or determined not to have been met;

(G) the Renewable Qualifying Multiplier has been calculated by the CfD Counterparty in respect of that RQM Calculation Month in accordance with either:

(i) paragraph 4 (*Deemed RQM: FMS Exempted Generator*); or

(ii) paragraph 6 (*Deemed RQM: Utilisation of Qualifying Waste*),

and, in either case: (a) the conditions to the application of the relevant paragraph are subsequently agreed or determined not to have been met; and (b) the CfD Counterparty receives FMS Data which enables it to calculate the Renewable Qualifying Multiplier without reliance upon the deemed Renewable Qualifying Multiplier value provided for in the relevant paragraph; or

(H) the Renewable Qualifying Multiplier in respect of that RQM Calculation Month has been calculated by the CfD Counterparty in accordance with paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*) and the conditions to the application of that paragraph are subsequently agreed or determined not to have been met.

***Recalculations: Additional SC Audit Year process***

3.5 If, in respect of any RQM Calculation Month in an SC Audit Year:

(A) any of the fuel used to generate electricity at the Facility is Solid and Gaseous Biomass; and

(B) the Renewable Qualifying Multiplier has been calculated by the CfD Counterparty on the basis that Unsustainable Fuel (falling with paragraph (D)(i) of the definition of that term) has been used to generate electricity at the Facility in such RQM Calculation Month (each such month, a "**GHG Threshold Month**"),

then the Renewable Qualifying Multiplier for each GHG Threshold Month shall be recalculated by the CfD Counterparty in accordance with paragraphs 3.1 to 3.4 (inclusive), it being acknowledged that: (i) for the purposes of such recalculation, any references in paragraph 3.2 to SC Data in SC Monthly Information shall be deemed to refer to SC Data in the relevant SC Annual Compliance Report; and (ii) such recalculation shall be required only if the CfD Counterparty determines that Solid and Gaseous Biomass used to generate electricity at the Facility in a GHG Threshold Month constitutes Unsustainable Fuel on the basis provided for in paragraph (D)(ii) of the definition of that term in substitution of the basis provided for in paragraph (D)(i) of the definition of that term. No Compensatory Interest or Default Interest shall be payable in respect of any RQM Adjustment Amount resulting from the application of this paragraph 3.5.

3.6 Paragraph 3.5 shall operate without prejudice to the generality of paragraph 3.4 (including, in particular, paragraph 3.4(B)(ii)) which applies irrespective of whether or not:

(A) the fuel used to generate electricity at the Facility included Solid and Gaseous Biomass; or

(B) the Renewable Qualifying Multiplier has been calculated by the CfD Counterparty on the basis that Unsustainable Fuel (falling within paragraph (D)(i) of the definition of that term) has been used to generate electricity at the Facility in any given RQM Calculation Month.

***Recalculations: RQM Adjustment Amounts***

If the Renewable Qualifying Multiplier for any RQM Calculation Month is recalculated in accordance with paragraph 3.4 or 3.5, Condition 11 (*Renewable Qualifying Multiplier*) shall be applied by the CfD Counterparty for the purposes of determining the appropriate RQM Adjustment Amount.

4. **DEEMED RQM: FMS EXEMPTED GENERATOR**

4.1 Subject to paragraph 4.2, the Renewable Qualifying Multiplier shall, in relation to each RQM Calculation Month in respect of which the Generator has notified the CfD Counterparty that it wishes to be treated as, and the FMS Data evidences that the Generator is, an FMS Exempted Generator, be one (1), unless the provisions in paragraph 6 (*Deemed RQM: Utilisation of Qualifying Waste*) apply.

4.2 Paragraph 4.1 shall not apply if Unsustainable Fuel is used in the relevant RQM Calculation Month; and in such circumstances (and for these purposes) the Renewable Qualifying Multiplier shall be calculated in accordance with paragraph 3.2.

5. **DEEMED RQM: STRIKE PRICE BELOW MARKET REFERENCE PRICE**

5.1 Subject to paragraph 5.2 if, in any RQM Calculation Month, the Strike Price is lower than the Market Reference Price in any one (1) or more Settlement Units during that RQM Calculation Month:

(A) the CfD Counterparty may, at its election, deem the Renewable Qualifying Multiplier to be either one (1) or, alternatively, the Assumed RQM; and

(B) (if an election is made by the CfD Counterparty pursuant to paragraph (A)) the CfD Counterparty may, at its election, apply the deemed Renewable Qualifying Multiplier either to:

(i) each Settlement Unit in respect of which the Strike Price is lower than the Market Reference Price; or

(ii) all of the Settlement Units in such RQM Calculation Month.

5.2 The CfD Counterparty may only make an election to deem the Renewable Qualifying Multiplier as provided for in paragraph 5.1 if:

(A) the Generator:

(i) does not comply with any of the Fuelling Criteria in the relevant RQM Calculation Month, unless the provisions in paragraph 7.2 apply;

(ii) does not comply with any of the Applicable FMS Procedures in respect of the relevant RQM Calculation Month; or

(iii) fails to provide the FMS Report (including the FMS Data) in respect of the relevant RQM Calculation Month;

(B) Unsustainable Fuel has been used in the relevant RQM Calculation Month but the amount of Unsustainable Fuel that has been used is unknown, including as a result of the Generator failing to:

(i) comply in full with any of the Sustainability Criteria in the relevant RQM Calculation Month;

(ii) provide all of the SC Monthly Information in respect of the relevant RQM Calculation Month; or

(iii) provide an SC Annual Compliance Report in respect of the relevant SC Audit Year; or

(C) the CfD Counterparty has not been able to determine whether Unsustainable Fuel has been used in the relevant RQM Calculation Month.

5.3 Subject to paragraph 5.4 if, in any RQM Calculation Month, the Strike Price is lower than the Market Reference Price in any one (1) or more Settlement Units during that RQM Calculation Month:

(A) the CfD Counterparty may, at its election, deem the Renewable Qualifying Multiplier to be the lower of: (i) one (1); and (ii) the amount calculated in accordance with the Deemed Sustainable Fuel RQM Formula; and

(B) (if an election is made by the CfD Counterparty pursuant to paragraph (A)):

(i) for the purposes of calculating the deemed Renewable Qualifying Multiplier referred to in paragraph (A)(ii), the calculation shall be carried out in accordance with paragraph 3.2 (save that all references in that paragraph to the Sustainable Fuel RQM Formula shall be deemed to refer to the Deemed Sustainable Fuel RQM Formula); and

(ii) the CfD Counterparty may, at its election, apply the deemed Renewable Qualifying Multiplier either to:

(a) each Settlement Unit in which the Strike Price is lower than the Market Reference Price; or

(b) all of the Settlement Units in such RQM Calculation Month.

5.4 The CfD Counterparty may only make an election to deem the Renewable Qualifying Multiplier as provided for in paragraph 5.3 if Unsustainable Fuel has been used in the relevant RQM Calculation Month but neither paragraph 5.2(B) nor paragraph 5.2(C) applies.

## 6. DEEMED RQM: UTILISATION OF QUALIFYING WASTE

6.1 If, in any RQM Calculation Month, the only fuel used for the generation of electricity at the Facility is Qualifying Waste, the Renewable Qualifying Multiplier shall be deemed to be the Relevant Waste Proportion.

6.2 The CfD Counterparty may give notice to the Generator (a "**RWP Variation Notice**") which shall:

(A) specify a revised Relevant Waste Proportion; and

(B) specify the date, such date to be no less than thirty (30) Business Days after the RWP Variation Notice is given, from which the revised Relevant Waste Proportion shall be effective (the "**RWP Variation Effective Date**").

6.3 On receipt of an RWP Variation Notice, the Generator shall notify the CfD Counterparty (no later than ten (10) Business Days after receipt of the RWP Variation Notice) that either:

(A) it consents to the revised Relevant Waste Proportion applying with effect from the RWP Variation Effective Date, in which case paragraph 6.1 shall, subject to the requirements of that paragraph, continue to apply for the purposes of calculating the Renewable Qualifying Multiplier; or

(B) it does not consent to the revised Relevant Waste Proportion applying with effect from the RWP Variation Effective Date, in which case paragraph 6.1 shall cease to apply for the purposes of calculating the Renewable Qualifying Multiplier.

If the Generator fails to notify the CfD Counterparty whether it consents to the revised Relevant Waste Proportion specified in the RWP Variation Notice within the period specified in this paragraph 6.3, it shall be deemed not to have consented to the revised Relevant Waste Proportion and paragraph 6.3(B) shall apply.

## 7. FAILURE TO COMPLY WITH FUELLING CRITERIA

7.1 Subject to paragraphs 5 (*Deemed RQM: Strike Price below Market Reference Price*) and 7.2, if the Generator fails to comply with any of the Fuelling Criteria in any RQM Calculation Month, then the CfD Counterparty may elect to calculate or recalculate the Renewable Qualifying Multiplier for that RQM Calculation Month on the following basis:

(A) If the non-compliance is the only incident of non-compliance with the Fuelling Criteria in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such non-compliance occurred in accordance with paragraph 3 (Calculation Methodology) may be multiplied by 0.9.

(B) If the non-compliance is the second ($2^{nd}$) incident of non-compliance with the Fuelling Criteria in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such second ($2^{nd}$) non-compliance occurred in accordance with paragraph 3 (*Calculation Methodology*) may be multiplied by 0.8.

(C) If there have been more than two (2) incidents of non-compliance with the Fuelling Criteria in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such third ($3^{rd}$) or subsequent non-compliance occurred in accordance with paragraph 3 (*Calculation Methodology*) may be deemed to be zero (0).

7.2 The CfD Counterparty shall not make an election to deem the Renewable Qualifying Multiplier in accordance with paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*) or to calculate or recalculate the Renewable Qualifying Multiplier for any

RQM Calculation Month in accordance with paragraph 7.1 if the Generator fails to comply with any of the Fuelling Criteria in an RQM Calculation Month solely by virtue of any action of the Generator which is required in order for it to comply with its Generation Licence and the Generator shall provide the CfD Counterparty with all information which the CfD Counterparty requires to evidence that such action is required to so comply.

7.3 If: (i) the CfD Counterparty calculates or recalculates the Renewable Qualifying Multiplier for any RQM Calculation Month in accordance with paragraph 7.1; and (ii) it is subsequently agreed or determined that one or more incidents of non-compliance with the Fuelling Criteria in any twelve (12) month period did not occur, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in respect of that RQM Calculation Month in accordance with paragraph 3 (*Calculation Methodology*).

8. **FAILURE TO COMPLY WITH FMS PROCEDURES**

8.1 Subject to paragraph 5 of this Part (*Deemed RQM: Strike Price below Market Reference Price*) and without prejudice to paragraph 4 (*FAILURE TO COMPLY WITH FMS PROCEDURES)* of Part G, if the Generator fails to carry out and implement the Applicable FMS Procedures (or, subject to paragraph 2.3 of Part A, procure the carrying out and implementation of the Applicable FMS Procedures) in respect of any RQM Calculation Month, then the CfD Counterparty shall have the right, but not the obligation, to elect to calculate or recalculate the Renewable Qualifying Multiplier for that RQM Calculation Month on the following basis:

(A) If the non-compliance with the Applicable FMS Procedures is of a minor or inadvertent nature, and the CfD Counterparty otherwise determines that such non-compliance did not have a material impact on the calculation of the Renewable Qualifying Multiplier, then:

(i) if the non-compliance is the only incident of non-compliance with the Applicable FMS Procedures in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such non-compliance occurred in accordance with paragraph 3 (*Calculation Methodology*) may be multiplied by 0.9;

(ii) if the non-compliance is the second ($2^{nd}$) incident of non-compliance with the Applicable FMS Procedures in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such second ($2^{nd}$) non-compliance occurred in accordance with paragraph 3 (*Calculation Methodology*) may be multiplied by 0.8; or

(iii) if there have been more than two (2) incidents of non-compliance with the Applicable FMS Procedures in any twelve (12) month period, the Renewable Qualifying Multiplier which would otherwise apply in the RQM Calculation Month in which such third ($3^{rd}$) or subsequent noncompliance occurred in accordance with paragraph 3 (*Calculation Methodology*) may be multiplied by 0.5.

(B) If the non-compliance with the Applicable FMS Procedures does not fall within paragraph 8.1(A), then the Renewable Qualifying Multiplier may be deemed to be zero (0). Any failure by the Generator to carry out and implement the Full FMS Procedures (or, subject to paragraph 2.3 of Part A, procure the carrying out and implementation of the Full FMS Procedures) with effect from the Full FMS Procedures Effective Date shall, without limitation, be deemed to fall within this paragraph 8.1(B).

8.2 If: (i) the CfD Counterparty calculates or recalculates the Renewable Qualifying Multiplier in accordance with paragraph 8.1(A) or 8.1(B); and (ii) at any time, the Generator subsequently remedies any failure to comply with its obligations to carry out and implement the Applicable FMS Procedures (or, subject to paragraph 2.3 of Part A, procure the carrying out and implementation of the Applicable FMS Procedures) in respect of an RQM Calculation Month, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in respect of such RQM Calculation Month in accordance with paragraph 3 (*Calculation Methodology*). No Compensatory Interest or Default Interest shall be payable in respect of any RQM Adjustment Amount resulting from the application of this paragraph 8.2.

8.3 If: (i) the CfD Counterparty calculates or recalculates the Renewable Qualifying Multiplier for any RQM Calculation Month in accordance with paragraph 8.1(A) or 8.1(B); and (ii) it is subsequently agreed or determined that one or more incidents of noncompliance with the Applicable FMS Procedures did not occur, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in accordance with paragraph 3 (*Calculation Methodology*).

## 9. FAILURE TO DELIVER FMS REPORT

9.1 Subject to paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*), if the Generator fails to provide the CfD Counterparty with the FMS Report (including the FMS Data) in respect of any RQM Calculation Month on or prior to the corresponding RQM Submission Deadline, the CfD Counterparty may deem the Renewable Qualifying Multiplier to be zero (0).

9.2 If: (i) the CfD Counterparty calculates or recalculates the Renewable Qualifying Multiplier for any RQM Calculation Month in accordance with paragraph 9.1; and (ii) the Generator subsequently delivers the FMS Report (including the FMS Data) to the CfD Counterparty (or procures that the FMS Reports (including the FMS Data) is delivered to the CfD Counterparty by a Third Party FMS Contractor) in respect of that RQM Calculation Month, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in respect of such RQM Calculation Month in accordance with paragraph 3 (*Calculation Methodology*). No Compensatory Interest or Default Interest shall be payable in respect of any RQM Adjustment Amount resulting from the application of this paragraph 9.2.

## 10. FAILURE TO COMPLY WITH SC REPORTING OBLIGATIONS

10.1 Subject to paragraph 5 (*Deemed RQM: Strike Price below Market Reference Price*), if the Generator fails to provide the CfD Counterparty with:

(A) the SC Monthly Information (including the SC Data) in respect of any RQM Calculation Month on or prior to the corresponding RQM Submission Deadline, the CfD Counterparty may deem the Renewable Qualifying Multiplier to be zero (0) in respect of that RQM Calculation Month; or

(B) the SC Annual Compliance Report in respect of any SC Audit Year on or prior to the corresponding SC Annual Submission Deadline, the CfD Counterparty may deem the Renewable Qualifying Multiplier to be zero (0) in respect of that SC Audit Year.

10.2 If:

(A) the CfD Counterparty calculates or recalculates the Renewable Qualifying Multiplier for any RQM Calculation Month in accordance with paragraph 10.1; and

(B) at any time, the Generator subsequently delivers:

(i) the SC Monthly Information (including the SC Data) to the CfD Counterparty in respect of an RQM Calculation Month to which paragraph 10.1(A) has been applied, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in respect of such RQM Calculation Month in accordance with paragraph 3 (*Calculation Methodology*); and

(ii) the SC Annual Compliance Report to the CfD Counterparty in respect of an SC Audit Year to which paragraph 10.1(B) has been applied, then the CfD Counterparty shall recalculate the Renewable Qualifying Multiplier in respect of such SC Audit Year in accordance with paragraph 3 (*Calculation Methodology*).

No Compensatory Interest or Default Interest shall be payable in respect of any RQM Adjustment Amount resulting from the application of this paragraph 10.2.

## Part F
## Sustainability Change in Law

1. **APPLICATION**

This Part F shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement.

2. **SUSTAINABILITY CHANGE IN LAW: PROCEDURE**

***CfD Counterparty SCiL Notice***

2.1 If the CfD Counterparty considers that a Sustainability Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, to occur or to become effective), it may give a notice to the Generator (a "**CfD Counterparty SCiL Notice**"). A CfD Counterparty SCiL Notice shall:

(A) include reasonable details of the relevant Sustainability Change in Law;

(B) specify the SCiL Effective Date or the Expected SCiL Effective Date (as appropriate);

(C) specify why the CfD Counterparty considers that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law; and

(D) (if the CfD Counterparty considers it reasonably practicable to do so) specify whether the CfD Counterparty considers that the Notified Change in Law will give rise to or result in:

(i) SCiL Operating Costs or SCiL Operating Savings;

(ii) SCiL Capital Costs or SCiL Capital Savings; and

(iii) an Adjusted Output Period (and, if so, the CfD Counterparty's AOP Estimate).

***Generator SCiL Response Notice***

2.2 If the CfD Counterparty gives a CfD Counterparty SCiL Notice to the Generator, the Generator shall as soon as reasonably practicable, and in any event no later than forty (40) Business Days after receipt of such CfD Counterparty SCiL Notice, give a notice to the CfD Counterparty (a "**Generator SCiL Response Notice**"). A Generator SCiL Response Notice shall:

(A) specify whether the Generator considers that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law (and, if the Generator does not consider that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law, the Generator shall include

Supporting Information, in reasonable detail, which the Generator considers to be relevant to and supportive of that conclusion);

(B) include either:

(i) a statement that the Generator agrees with the SCiL Effective Date or the Expected SCiL Effective Date specified in the CfD Counterparty SCiL Notice; or

(ii) if the Generator does not agree with the SCiL Effective Date or the Expected SCiL Effective Date specified in the CfD Counterparty SCiL Notice, an alternative SCiL Effective Date or Expected SCiL Effective Date;

(C) specify whether the Generator considers that the Notified Change in Law will give rise to or result in:

(i) SCiL Operating Costs or SCiL Operating Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(ii) SCiL Capital Costs or SCiL Capital Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable); and/or

(iii) an Adjusted Output Period and, if so: (a) the Generator's AOP Estimate; and (b) the Generator's good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation,

together with such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the foregoing; and

(D) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (D) above being "**SCiL Response Information**").

2.3 If the Generator, in a Generator SCiL Response Notice, indicates that it does not consider that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law, it shall nonetheless provide the SCiL Response Information on the basis of an assumption that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law.

2.4 Any Generator SCiL Response Notice shall be accompanied by a Directors' Certificate in relation to the SCiL Response Information which states (without prejudice to the generality of the certification required pursuant to this paragraph 2.4) whether, in the

opinion of the Generator, having made all due and careful enquiries, the Notified Change in Law is or will be a Sustainability Change in Law.

2.5 If the Generator becomes aware before any SCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part F that any of the SCiL Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in paragraph 2.4), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator SCiL Response Information**"), together with a Directors' Certificate in relation to the Revised Generator SCiL Response Information.

2.6 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator SCiL Response Notice or any Revised Generator SCiL Response Information, require the Generator to provide such Supporting Information in relation to that Generator SCiL Response Notice or, as the case may be, the Revised Generator SCiL Response Information (a "**Generator SCiL Response Notice Information Request**") as the CfD Counterparty reasonably requests.

2.7 If the CfD Counterparty gives a Generator SCiL Response Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Generator SCiL Notice***

2.8 If the Generator considers that a Sustainability Change in Law has been implemented, occurred or become effective or is shortly to be implemented, occur or become effective, it may give a notice to the CfD Counterparty (a "**Generator SCiL Notice**"). A Generator SCiL Notice shall:

(A) include reasonable details of the relevant Sustainability Change in Law;

(B) specify the SCiL Effective Date or the Expected SCiL Effective Date (as appropriate);

(C) specify why the Generator considers that the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law;

(D) specify whether the Generator considers that the Notified Change in Law will give rise to or result in

(i) SCiL Operating Costs or SCiL Operating Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);

(ii) SCiL Capital Costs or SCiL Capital Savings and, if so, include the Generator's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable); and/or

(iii) an Adjusted Output Period and, if so: (a) the Generator's AOP Estimate; and (b) the Generator's good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation,

together with such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the foregoing; and

(E) include Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (E) above being "**SCiL Supporting Information**").

2.9 Any Generator SCiL Notice shall be accompanied by a Directors' Certificate in relation to the SCiL Supporting Information which states (without prejudice to the generality of the certification pursuant to this paragraph 2.9) whether, in the opinion of the Generator, having made all due and careful enquiries, the Notified Change in Law is or will be a Sustainability Change in Law.

2.10 If the Generator becomes aware before any SCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part F that any of the SCiL Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in paragraph 2.9), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator SCiL Information**"), together with a Directors' Certificate in relation to the Revised Generator SCiL Response Information.

2.11 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator SCiL Notice or any Revised Generator SCiL Information, require the Generator to provide such Supporting Information in relation to that Generator SCiL Notice or, as the case may be, the Revised Generator SCiL Information (a "**Generator SCiL Notice Information Request**") as the CfD Counterparty reasonably requests.

2.12 If the CfD Counterparty gives a Generator SCiL Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

2.13 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Generator SCiL Notice unless and until the Generator shall have provided the CfD Counterparty with all of the SCiL Supporting Information, and the SCiL Directors' Certificate, in respect of such Generator SCiL Notice.

***Agreement between the Parties in respect of a Sustainability Change in Law***

2.14 As soon as reasonably practicable, and in any event no later than fifteen (15) Business Days after either:

(A) the CfD Counterparty receives from the Generator a Generator SCiL Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator SCiL Notice Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information); or

(B) the CfD Counterparty receives from the Generator a Generator SCiL Response Notice and the associated SCiL Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator SCiL Response Notice Information Request, fifteen (15) Business Days after the CfD Counterparty has received the requested Supporting Information),

the Parties shall meet to discuss and, in good faith, seek to agree:

(i) whether the Notified Change in Law constitutes, or will constitute, a Sustainability Change in Law;

(ii) in respect of a Sustainability Change in Law:

(a) the SCiL Effective Date or the Expected SCiL Effective Date (as appropriate);

(b) whether the Notified Change in Law will, or is reasonably expected to, result in:

(1) SCiL Net Operating Costs or SCiL Net Operating Savings;

(2) SCiL Net Capital Costs or SCiL Net Capital Savings;

(3) an Adjusted Output Period (and, if so, the impact, or the reasonably anticipated impact, of the Notified Change in Law on the Estimated Facility Generation);

(iii) the amounts, forecasts and estimates applicable to that Sustainability Change in Law referred to in paragraphs 2.2(C) or 2.8(D) (as appropriate);

(iv) the steps or additional steps, as the case may be, which the Generator should take to comply with Condition 64.3 and the Reasonable and Prudent Standard; and

(v) any other matters necessary to determine the quantum of the SCiL Compensation;

(C) the SCiL Compensation in respect of such Sustainability Change in Law; and

(D) the SCiL Compensation Date. Disputes in respect of a Sustainability Change in Law

***Disputes in respect of a Sustainability Change in Law***

2.15 If the Generator and the CfD Counterparty are not able to agree any of the matters in paragraph 2.14, either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

2.16 Until the Dispute has been resolved by agreement between the Generator and the CfD Counterparty or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no SCiL Compensation payable.

3. **SUSTAINABILITY CHANGE IN LAW: COMPENSATION**

3.1 Subject to paragraph 3.3, compensation in respect of a Sustainability Change in Law shall be calculated:

(A) if there are SCiL Operating Costs or SCiL Operating Savings, in accordance with paragraphs 3.4 to 3.8 (inclusive) (an "**SCiL Opex Payment**");

(B) if there are SCiL Capital Costs or SCiL Capital Savings, in accordance with paragraphs 3.9 to 3.17 (inclusive) (an "**SCiL Capex Payment**"); and

(C) if there is an Adjusted Output Period, in accordance with paragraphs 3.18 to 3.23 (inclusive) (an "**SCiL Adjusted Revenues Payment**").

3.2 Any and all SCiL Compensation to be calculated in accordance with paragraph 3.1 shall be payable in accordance with, and subject to paragraphs 4 (*Sustainability Change in Law: Effective date and payment*), 5 (*Sustainability Change in Law: True-up*) and 6 (*Sustainability Change in Law: General provisions*).

3.3 If a Sustainability Change in Law occurs which gives rise to or results in: (i) SCiL Operating Costs; (ii) SCiL Capital Costs; (iii) an Adjusted Output Period where generation by the Facility is reduced (a "**Reduced Output Period**"); or (iv) any combination of the foregoing:

(A) before the Start Date, and the amount of the SCiL Compensation that would otherwise be payable in respect of the estimated SCiL Operating Costs, SCiL Capital Costs and/or impact of the Reduced Output Period is greater than the amount of the SCiL Compensation that would be payable by application of the alternative calculation methodology specified in paragraph 3.24; or

(B) on or after the Start Date, and the amount of the SCiL Compensation that would otherwise be payable in respect of the estimated SCiL Operating Costs, SCiL Capital Costs and/or impact of the Reduced Output Period is greater than the amount of the SCiL Compensation that would be payable by application of the alternative calculation methodology specified in paragraph 3.25,

then the amount of the SCiL Compensation payable by it to the Generator in respect of the Sustainability Change in Law shall be limited to:

(i) if paragraph 3.3(A) applies, the amount calculated by application of the alternative calculation methodology specified in paragraph 3.24;

(ii) if paragraph 3.3(B) applies, the amount calculated by application of the alternative calculation methodology specified in paragraph 3.25.

***SCiL Opex Payment***

3.4 Any and all SCiL Opex Payments shall be effected, where the relevant Sustainability Change in Law occurs, is implemented or becomes effective:

(A) on or after the Start Date, as an adjustment to the Strike Price, and:

(i) if there are SCiL Net Operating Costs, the Strike Price shall be increased; and

(ii) if there are SCiL Net Operating Savings, the Strike Price shall be reduced; or

(B) before the Start Date, as daily payments, which shall be payable:

(i) by the CfD Counterparty to the Generator if there are SCiL Net Operating Costs; or

(ii) by the Generator to the CfD Counterparty if there are SCiL Net Operating Savings.

3.5 For the purposes of paragraph 3.4, each SCiL Opex Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) paragraph 3.6 if the SCiL Opex Payment is to be effected as an adjustment to the Strike Price; or

(B) paragraph 3.7 if the SCiL Opex Payment is to be paid by means of daily payments.

3.6 If paragraph 3.5(A) applies, each SCiL Opex Payment shall, subject to paragraph 3.8, be calculated in accordance with the following formula:

$$\text{SCiL Opex Payment} = \frac{\sum_{i=1}^{n} \frac{C_{I,i} - C_{S,i}}{(1+R_S)^{i-1}}}{\text{Effective Projected Generation}}$$

where:

*i* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (*i* = 1) covers the period from the SCiL Compensation Date to 31 December in the year of the SCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i < n) are consecutive periods of one (1) calendar year length each; and
- the nth period (*i* = n) is the period starting on 01 January in the year in which the last day of the Term falls and ending on the last day of the Term;

$C_{I,i}$ are, subject to paragraph 3.8(B), the SCiL Operating Costs in period (i) expressed in pounds in real terms as at the SCiL Compensation Date;

$C_{S,i}$ are, subject to paragraph 3.8(B), the SCiL Operating Savings in period (i) expressed in pounds in real terms as at the SCiL Compensation Date; and

$R_S$ is the Post-Tax Real Discount Rate.

3.7 If paragraph 3.5(B) applies, the SCiL Opex Payment shall be effected on the basis that such SCiL Compensation shall be equivalent to the amount that the Generator would have received had the SCiL Opex Payment been effected as a Strike Price Adjustment in accordance with paragraph 3.6.

3.8 If a Sustainability Change in Law gives rise to or results in both: (i) SCiL Operating Costs or SCiL Operating Savings; and (ii) an Adjusted Output Period, then:

(A) subject to paragraph 3.8(B), such SCiL Operating Costs or SCiL Operating Savings shall be used for the purposes of calculating the SCiL Opex Payment in accordance with paragraphs 3.4, 3.5, 3.6 and 3.7; and

(B) if and to the extent that any SCiL Operating Costs or SCiL Operating Savings are (or are reasonably likely to be) incurred, made or received solely in connection with, and during, the Adjusted Output Period, such SCiL Operating Costs or SCiL Operating Savings shall be excluded from the calculation of the SCiL Opex Payment in accordance with paragraphs 3.4, 3.5, 3.6, 3.7 and 3.8(A) and shall instead be taken into account in the calculation of the SCiL Adjusted Revenues Payment in accordance with paragraphs 3.18, 3.19 and 3.23 and paragraph 3.20, 3.21 or 3.22 (as applicable).

***SCiL Capex Payment***

3.9 Any and all SCiL Capex Payments shall be effected, at the election of the CfD Counterparty (after consultation with the Generator), as a lump sum payment, staged payments or daily payments which shall be payable:

(A) by the CfD Counterparty to the Generator if there are SCiL Net Capital Costs; or

(B) by the Generator to the CfD Counterparty where there are SCiL Net Capital Savings,

irrespective of whether or not the relevant Sustainability Change in Law occurs, is implemented or becomes effective before, on or after the Start Date.

3.10 For the purposes of paragraph 3.9, each SCiL Capex Payment shall, subject to paragraph 3.17, be an amount (expressed in pounds) calculated in accordance with:

(A) paragraph 3.11 or 3.12 (as applicable) if the SCiL Capex Payment is to be paid as a lump sum;

(B) paragraph 3.13 if the SCiL Capex Payment is to be paid by means of staged payments; or

(C) paragraph 3.14 or 3.15 (as applicable) if the SCiL Capex Payment is to be paid by means of daily payments.

3.11 If: (i) the SCiL Net Capital Costs or the SCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) on or prior to the twelfth (12th) anniversary of the Start Date; and (ii) paragraph 3.10(A) applies, the SCiL Capex Payment shall be calculated in accordance with the following formula:

$$\text{SCiL Capex Payment} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

3.12 If: (i) the SCiL Net Capital Costs or the SCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the twelfth (12th) anniversary of the Start Date; and (ii) paragraph 3.10(A) applies, the SCiL Capex Payment shall be calculated in accordance with the following formula:

$$\text{SCiL Capex Payment} = \frac{L - X}{L - N} \times \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

3.13 If paragraph 3.10(B) applies:

(A) the SCiL Capex Payment shall be effected on the basis that such SCiL Compensation shall be equivalent to the amount that the Generator would have received had the SCiL Capex Payment been effected as a lump sum payment in accordance with paragraph 3.11 or 3.12 (as applicable) or as daily payments in accordance with paragraph 3.14 or 3.15 (as applicable); and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the SCiL Effective Date; and (ii) the Specified Expiry Date.

3.14 If: (i) the SCiL Net Capital Costs or the SCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) on or prior to the twelfth (12th) anniversary of the Start Date; and (ii) paragraph 3.10(C) applies, the SCiL Capex Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{SCiL Capex Payment} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_S)^{i-1}} \times \frac{R_d}{1 - \frac{1}{(1+R_d)^{365(L-X)}}} \times \frac{CPI_t}{CPI_q}$$

3.15 If: (i) the SCiL Net Capital Costs or the SCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the twelfth (12th) anniversary of the Start Date; and (ii) paragraph 3.10(C) applies, the SCiL Capex Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{SCiL Capex Payment} = \frac{L-X}{L-N} \times \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_S)^{i-1}} \times \frac{R_d}{1 - \frac{1}{(1+R_d)^{365(L-X)}}} \times \frac{CPI_t}{CPI_q}$$

3.16 For the purposes of the formulae in paragraphs 3.11, 3.12, 3.14 and 3.15:

$i$ is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the SCiL Compensation Date to 31 December in the year of the SCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the last day of the Term falls and ending on the last day of the Term;

$C_i$ are the SCiL Capital Costs in period (i), expressed in pounds in real terms as at the SCiL Compensation Date;

$S_i$ are the SCiL Capital Savings in period (i) expressed in pounds in real terms as at the SCiL Compensation Date;

$R_S$ is the Post-Tax Real Discount Rate;

$L$ is the period between: (a) the Start Date; and (b) the Specified Expiry Date, in years, and expressed as an integer;

$X$ is the number of days that have passed or will have passed from and including the Start Date to the SCiL Compensation Date divided by 365 (or, if such number would be a negative number, 0);

$N$ is twelve (12);

$R_d$ is the Daily Discount Rate;

$CPI_t$ denotes the CPI applicable during Billing Period (t); and

$CPI_q$ denotes the CPI applicable at the SCiL Compensation Date.

3.17 If a Sustainability Change in Law gives rise to or results in both: (i) SCiL Capital Costs or SCiL Capital Savings; and (ii) an Adjusted Output Period, then:

(A) subject to paragraph 3.17(B), such SCiL Capital Costs or SCiL Capital Savings shall be used for the purposes of calculating the SCiL Capex Payment in accordance with paragraphs 3.9, 3.10 and 3.16 and paragraph 3.11, 3.12, 3.13, 3.14 or 3.15 (as applicable); and

(B) if and to the extent that any SCiL Capital Savings are (or are reasonably likely to be) made or received solely in connection with, and during, the Adjusted Output Period, then such SCiL Capital Savings shall be excluded from the calculation of the SCiL Capex Payment in accordance with paragraphs 3.9, 3.10, 3.16 and 3.17(A), and paragraph 3.11, 3.12, 3.13, 3.14 or 3.15 (as applicable), and such SCiL Capital Savings shall instead be taken into account in the calculation of the SCiL Adjusted Revenues Payment in accordance with paragraphs 3.18, 3.19 and 3.23 and paragraph 3.20, 3.21 or 3.22 (as applicable).

***SCiL Adjusted Revenues Payment***

3.18 Any and all SCiL Adjusted Revenues Payment shall be effected, at the election of the CfD Counterparty (after consultation with the Generator), as a lump sum payment, staged payments or daily payments which shall be payable:

(A) by the CfD Counterparty to the Generator if the amount calculated under the relevant formula is positive; or

(B) by the Generator to the CfD Counterparty if the amount calculated under the relevant formula is negative,

irrespective of whether or not the relevant Sustainability Change in Law occurs, is implemented or becomes effective before, on or after the Start Date.

3.19 For the purposes of paragraph 3.18, each SCiL Adjusted Revenues Payment shall be an amount (expressed in pounds) calculated in accordance with:

(A) paragraph 3.20 if the SCiL Adjusted Revenues Payment is to be paid as a lump sum;

(B) paragraph 3.21 if the SCiL Adjusted Revenues Payment is to be paid by means of staged payments; or

(C) paragraph 3.22 if the SCiL Adjusted Revenues Payment is to be paid by means of daily payments.

3.20 If paragraph 3.19(A) applies, the SCiL Adjusted Revenues Payment shall be calculated in accordance with the following formula:

$$\text{SCiL Adjusted Revenues Payment} = SP \times \left( \sum_{i=1}^{n} \frac{M_{1,i}}{(1+R_S)^{i-1}} - \sum_{i=1}^{n} \frac{M_{2,i}}{(1+R_S)^{i-1}} \right) + \sum_{i=1}^{n} \frac{C_i - S_i}{(1+R_s)^{i-1}}$$

3.21 If paragraph 3.19(B) applies:

(A) the SCiL Adjusted Revenues Payment shall be effected on the basis that such SCiL Compensation shall be equivalent to the amount that the Generator would have received had the SCiL Adjusted Revenues Payment been effected as a lump sum payment in accordance with paragraph 3.20 or as daily payments in accordance with paragraph 3.22; and

(B) the CfD Counterparty may (after consultation with the Generator) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that is five (5) years from the SCiL Effective Date; and (ii) the Specified Expiry Date.

3.22 If paragraph 3.19(C) applies, the SCiL Adjusted Revenues Payment in respect of each Billing Period shall be calculated in accordance with the following formula:

$$\text{SCiL Adjusted Revenues Payment} = ARP \times \frac{R_d}{1 - \left( 1 \Big/ (1+R_d)^N \right)} \times \frac{CPI_t}{CPI_q}$$

3.23 For the purposes of the formulae in paragraphs 3.20 and 3.22:

*SP* is the Strike Price applicable immediately prior to the SCiL Compensation Date (for this purpose, after any Strike Price Adjustment made pursuant to paragraph 3.4(A) (if relevant));

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the SCiL Compensation Date to 31 December in the year of the SCiL Compensation Date;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the last day of the Adjusted Output Period falls and ending on the last day of the Adjusted Output Period;

$M_{1,i}$ is the Estimated Facility Generation in period (i) had the Sustainability Change in Law not been implemented, occurred or become effective;

$M_{2,i}$ is the Estimated Facility Generation in period (i) taking into account the Sustainability Change in Law having been implemented, having occurred or having become effective;

$C_i$ are all SCiL Operating Costs incurred in period (i) (but only those SCiL Operating Costs referred to in paragraph 3.8(B)), expressed in pounds in real terms as at the SCiL Compensation Date;

$S_i$ are all SCiL Operating Savings and SCiL Capital Savings made or realised in period (i) (but only those SCiL Operating Savings referred to in paragraph 3.8(B) and those SCiL Capital Savings referred to in paragraph 3.17(B)), expressed in pounds in real terms as at the SCiL Compensation Date;

$R_s$ is the Post-Tax Real Discount Rate;

*ARP* is the SCiL Adjusted Revenues Payment (lump sum), as calculated in accordance with paragraph 3.20;

$R_d$ is the Daily Discount Rate;

*N* is the duration, in days, of the Adjusted Output Period;

$CPI_t$ denotes the CPI applicable during Billing Period (t); and

$CPI_q$ denotes the CPI applicable at the SCiL Compensation Date.

***SCiL Compensation: alternative calculation methodology prior to the Start Date***

3.24 For the purposes of paragraph 3.3(A), the alternative calculation methodology refers to an amount of SCiL Compensation calculated in accordance with the following formula:

$$\text{SCiL Compensation} = \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-m}}$$

where:

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the date the first SCiL Pre-Start Date Cost was incurred to 31 December in that year;
- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and
- the nth period (i = n) is the period starting on 01 January in the year in which the final SCiL Pre-Start Date Cost was incurred and ending on the last day of that year;

$C_i$ are all SCiL Pre-Start Date Costs in period (i), expressed in pounds in real terms as at the SCiL Compensation Date;

$S_i$ are all SCiL Pre-Start Date Savings in period (i), expressed in pounds in real terms as at the SCiL Compensation Date;

$R_s$ is the Post-Tax Real Discount Rate; and

*m* is a whole number integer that defines the calendar year period within which the SCiL Compensation Date falls, defined as the number of years since the date the first SCiL Pre-Start Date Cost was incurred in relation to the relevant Sustainability Change in Law, rounded up to the nearest integer.

***SCiL Compensation: alternative calculation methodology on or after the Start Date***

3.25 For the purposes of paragraph 3.3(B), the alternative calculation methodology refers to an amount of SCiL Compensation calculated in accordance with the following formula:

$$\text{SCiL Compensation} = SP \times \text{Effective Projected Generation} + \sum_{i=1}^{n} \frac{C_i - S_i}{(1 + R_S)^{i-1}}$$

where:

*SP* is the Strike Price applicable immediately prior to the SCiL Compensation Date;

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from the SCiL Compensation Date to 31 December in the year of the SCiL Compensation Date;

- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and

- the nth period (i = n) is the period starting on 01 January in the year in which the Specified Expiry Date falls and ending on the Specified Expiry Date.

$C_i$ are all SCiL Post-Start Date Costs (where relevant, assessed by reference to the Estimated Facility Generation) in period (i), expressed in pounds in real terms as at the SCiL Compensation Date;

$S_i$ are all SCiL Post-Start Date Savings (where relevant, assessed by reference to the Estimated Facility Generation) in period (i), expressed in pounds in real terms as at the SCiL Compensation Date; and

$R_s$ is the Post-Tax Real Discount Rate.

***Additional calculations: Effective Projected Generation and Estimated Facility Generation***

3.26 If any formula in this paragraph 3 (*Sustainability Change in Law: Compensation*) requires the Effective Projected Generation to be calculated, the "**Effective Projected Generation**" shall be an amount (expressed in MWh) calculated in accordance with the following formula:

$$\text{Effective Projected Generation} = \sum_{i=1}^{n} \frac{Generation_i}{(1+R_S)^{i-1}}$$

where:

*I* is a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:

- the first (1st) period (i = 1) covers the period from (if the SCiL Effective Date is on or after the Start Date) the SCiL Effective Date or (if the SCiL Effective Date is before the Start Date) the later of (i) the first (1st) day of the Target Commissioning Window and (ii) the date on which the Required Installed Capacity is expected to be Commissioned, to 31 December in that year;

- the second (2nd) to the (n-1)th periods (2 ≤ i< n) are consecutive periods of one (1) calendar year length each; and

- the nth period (i = n) is the period starting on 01 January in the year in which the Specified Expiry Date falls and ending on the Specified Expiry Date;

$Generation_i$ is the Estimated Facility Generation in period (i); and

$R_s$ is the Post-Tax Real Discount Rate.

3.27 The "**Estimated Facility Generation**" shall be an amount (expressed in MWh) which is the product of:

(A) the Estimated Capacity Amount;

(B) the number of hours in period *i*;

(C) the Assumed RQM if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(D) the CHP Qualifying Multiplier if the CHP Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1);

(E) the Assumed Load Factor;

(F) (one (1) minus the Initial TLM(D) Charge): and

(G) the Assumed ACT Efficiency Multiplier if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement or, otherwise, one (1).

3.28 The "**Estimated Capacity Amount**" means:

(A) for the purposes of either: (i) determining the value of $Generation_i$ in the formula in paragraph 3.26; or (ii) determining the value of $_{M1,I}$ in the formula in paragraph 3.23 or otherwise for determining the Estimated Facility Generation on the basis of the relevant Notified Change in Law not having been implemented, having occurred or having become effective, the capacity of the Facility (expressed in MW) in period *i* on the basis of an assumption that the Notified Change in Law is not implemented, does not occur and does not become effective, such capacity to be no more than:

(i) the Installed Capacity Estimate, if the Notified Change in Law is implemented, occurs or becomes effective prior to the Start Date; or

(ii) the lesser of: (a) the Maximum Contract Capacity; and (b) the Installed Capacity which has been Commissioned, if the Notified Change in Law is implemented, occurs or becomes effective on or after the Start Date or in the case of a Qualifying Shutdown Event,

in each case adjusted to take account of any prior Qualifying Changes in Law; or

(B) for the purposes of determining the value of $_{M2,i}$ in the formula in paragraph 3.23 or otherwise for determining the Estimated Facility Generation on the basis of the relevant Notified Change in Law not having been implemented, having occurred

or having become effective, the capacity (or reasonably anticipated capacity) of the Facility (expressed in MW) in period *i*.

***Additional calculations: Daily Discount Rate***

3.29 If any formula in this paragraph 3 (*Sustainability Change in Law: Compensation*) requires a Daily Discount Rate to be calculated, such rate shall be calculated in accordance with the following formula:

$$\text{Daily Discount Rate} = \left(1 + R_S\right)^{\frac{1}{365}} - 1$$

where:

| | |
|---|---|
| $R_S$ | is the Post-Tax Real Discount Rate. |

4. **SUSTAINABILITY CHANGE IN LAW: EFFECTIVE DATE AND PAYMENT**

4.1 Any and all SCiL Compensation in respect of a Notified Change in Law shall be calculated as at and be effective from:

(A) (if the SCiL Compensation takes the form of an SCiL Opex Payment or an SCiL Capex Payment) the earlier of: (i) the SCiL Effective Date; and (ii) the date on which the Generator (acting in accordance with a Reasonable and Prudent Standard) first incurs SCiL Operating Costs or SCiL Capital Costs, or makes or realises SCiL Operating Savings or SCiL Capital Savings, in anticipation of such Notified Change in Law being implemented, occurring or becoming effective; or

(B) (if the SCiL Compensation takes the form of an SCiL Adjusted Revenues Payment) the first (1st) day of the relevant Adjusted Output Period,

(the "**SCiL Compensation Date**").

4.2 Subject to paragraph 4.3:

(A) any and all SCiL Compensation effected as a lump sum payment shall be paid by the CfD Counterparty or the Generator (as applicable) no later than twenty (20) Business Days after the later of:

(i) the SCiL Compensation Date; and

(ii) the date on which the amount of the SCiL Compensation is agreed or determined;

(B) any and all SCiL Opex Payments effected as a Strike Price Adjustment shall be reflected in the calculation of the Difference, the Difference Amounts and the Aggregate Difference Amount in the Billing Statements for each Billing Period on and with effect from the SCiL Compensation Date (or, if necessary, reflected as a Reconciliation Amount in respect of each relevant Billing Period); and

(C) any and all SCiL Compensation effected as daily or staged payments shall commence no later than twenty (20) Business Days after the later of:

(i) the SCiL Compensation Date; and

(ii) the date on which the amount of the SCiL Compensation is agreed or determined,

and, in either case, the final payment shall be made by the earlier of: (i) the date that is five (5) years from the SCiL Effective Date; and (ii) the Specified Expiry Date, in accordance with paragraph 3.13(B) or 3.21(B) (as appropriate),

provided that, in each case, if the amount of any SCiL Compensation is agreed or determined after the SCiL Compensation Date, such SCiL Compensation shall be reflected as a Reconciliation Amount (pursuant to Condition 22.5(H)) in respect of the Billing Statements for each Billing Period on and with effect from the SCiL Compensation Date.

4.3 No SCiL Compensation shall be payable if and for so long as the CfD Counterparty withholds or suspends payment pursuant to:

(A) Conditions 30.2(A), 31.11 or 31.17;

(B) paragraph 3.4 of Part A (provided this paragraph (B) shall apply to the Contract for Difference only if the Renewable Qualifying Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement); or

(C) paragraph 5.4 of Part C (provided this paragraph (C) shall apply to the Contract for Difference only if the Sustainability Criteria are expressed to apply to the Contract for Difference in the CfD Agreement).

4.4 All SCiL Compensation shall be made by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Generator pursuant to Condition 27.1(A) or the CfD Counterparty pursuant to Condition 27.1(B) (as relevant).

## 5. SUSTAINABILITY CHANGE IN LAW: TRUE-UP

***CfD Counterparty SCiL True-Up Notice***

5.1 If any SCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Sustainability Change in Law, the CfD Counterparty may, subject to paragraph 5.2, deliver to the Generator a notice (a "**CfD Counterparty SCiL True-Up Notice**"), requiring the Generator to confirm:

(A) the impact of the relevant Sustainability Change in Law having occurred, having being implemented or having become effective (including all out-of-pocket costs (including SCiL Tax Liabilities) which have been incurred in respect of the Project by the Generator, all savings (including avoided out-of-pocket costs, reliefs from or reductions in an SCiL Tax Liability, insurance proceeds and other compensation) which have been made or received in respect of the Project by the Generator and revenue decreases or increases which were incurred,

received or made by the Generator, and which arose directly from the relevant Sustainability Change in Law being implemented, occurring or becoming effective and the duration of any Adjusted Output Period affecting the Facility);

(B) that no amount has been recovered (or is entitled to be recovered) by the Generator pursuant to Conditions 64.5 and 64.7 or, if any amount has been so recovered, confirmation of such amount; and

(C) such other matters which were pertinent to the calculation of the SCiL Compensation (including the steps that the Generator has taken to comply with Condition 64.3 and the Reasonable and Prudent Standard),

(the information referred to or specified in paragraphs (A) to (C) above being "**SCiL True-Up Information**").

5.2 No CfD Counterparty SCiL True-Up Notice shall be given in respect of a Sustainability Change in Law within one (1) calendar year of the relevant SCiL Compensation Date.

**Generator SCiL True-Up Response Notice**

5.3 If the CfD Counterparty gives a SCiL True-Up Notice to the Generator, the Generator shall, as soon as reasonably practicable and in any event no later than forty (40) Business Days after receipt of such CfD Counterparty SCiL True-Up Notice, give a notice to the CfD Counterparty (a "**Generator SCiL True-Up Response Notice**"). A Generator SCiL True-Up Response Notice shall:

(A) contain the SCiL True-Up Information; and

(B) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of the SCiL True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) being the "**SCiL True-Up Response Information**").

5.4 A Generator SCiL True-Up Response Notice shall be accompanied by a Directors' Certificate in relation to the SCiL True-Up Response Information.

5.5 If the Generator becomes aware before SCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this paragraph 5 (*Sustainability Change in Law: True-up*) that the SCiL True-Up Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in paragraph 5.4), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator SCiL True-Up Response Information**"), together with a Directors' Certificate in relation to the Revised Generator SCiL True-Up Response Information.

5.6 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator SCiL True-Up Response Notice or any Revised Generator SCiL True-Up Response Information, require the Generator to provide such Supporting Information in relation to that Generator SCiL True-Up Response Notice or, as the case may be, the Revised Generator SCiL True-Up Response Information (a "**Generator SCiL True-Up Response Notice Information Request**") as the CfD Counterparty reasonably requests.

5.7 If the CfD Counterparty gives a Generator SCiL True-Up Response Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

***Generator SCiL True-Up Notice***

5.8 If any SCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Sustainability Change in Law, the Generator may, subject to paragraph 5.13, give the CfD Counterparty a notice (a "**Generator SCiL True-Up Notice**"). A Generator SCiL True-Up Notice shall:

(A) contain the SCiL True-Up Information; and

(B) include such Supporting Information, in reasonable detail, as the Generator considers to be relevant to and supportive of its conclusions,

(the information referred to or specified in paragraphs (A) and (B) above being the "**SCiL True-Up Supporting Information**").

5.9 A Generator SCiL True-Up Notice shall be accompanied by a Directors' Certificate in relation to the SCiL True-Up Supporting Information.

5.10 If the Generator becomes aware before SCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this paragraph 5 (*Sustainability Change in Law: True-up*) that the SCiL True-Up Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in paragraph 5.13), the Generator shall as soon as reasonably practicable:

(A) notify the CfD Counterparty that this is the case; and

(B) provide the CfD Counterparty with the updated, corrected information (the "**Revised Generator SCiL True-Up Information**"), together with a Directors' Certificate in relation to the Revised Generator SCiL True-Up Information.

5.11 The CfD Counterparty may, by notice to the Generator no later than twenty (20) Business Days after receipt of a Generator SCiL True-Up Notice or any Revised Generator SCiL True-Up Information, require the Generator to provide such Supporting Information in relation to that Generator SCiL True-Up Notice or, as the case may be, the Revised

Generator SCiL True-Up Information (a "**Generator SCiL True-Up Notice Information Request**") as the CfD Counterparty reasonably requests.

5.12 If the CfD Counterparty gives a Generator SCiL True-Up Notice Information Request to the Generator, the Generator shall, no later than twenty (20) Business Days, or such longer period as is specified by the CfD Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the CfD Counterparty.

5.13 No Generator SCiL True-Up Notice shall be given in respect of a Sustainability Change in Law within one (1) calendar year of the relevant SCiL Compensation Date.

5.14 The CfD Counterparty shall be under no obligation to consider or take any action in response to a Generator SCiL True-Up Notice unless and until the Generator shall have provided the CfD Counterparty with all the SCiL True-Up Information, and the Directors' Certificate in respect of such Generator SCiL True-Up Notice.

***Agreement between the Parties in respect of a true-up***

5.15 The Parties shall meet to discuss and, in good faith, seek to agree:

(A) the SCiL True-Up Information;

(B) any such other matters which the Parties consider pertinent to the calculation of the SCiL True-Up Compensation (if any);

(C) the SCiL True-Up Compensation (if any) that shall be payable by the CfD Counterparty or the Generator (as the case may be); and

(D) the manner in which such SCiL True-Up Compensation (if any) shall be paid by the CfD Counterparty or the Generator (as the case may be), provided that:

(i) where the SCiL True-Up Compensation relates to an SCiL Strike Price Adjustment, the SCiL True-Up Compensation shall be effected by way of an SCiL True-Up Strike Price Adjustment; and

(ii) where the SCiL True-Up Compensation does not relate to an SCiL Strike Price Adjustment, the SCiL True-Up Compensation shall be paid in the same manner as the SCiL Compensation agreed in respect of that Sustainability Change in Law, unless the Parties expressly agree otherwise.

Such meeting shall be convened: (i) as soon as reasonably practicable, and in any event no later than twenty (20) Business Days, after the CfD Counterparty receives an SCiL True-Up Response Notice and the associated Directors' Certificate (or, if the CfD Counterparty gives the Generator a Generator SCiL True-Up Response Notice Information Request, no later than twenty (20) Business Days after the CfD Counterparty receives the requested Supporting Information); or (ii) if the Generator gives the CfD Counterparty a Generator SCiL True-Up Notice and the associated Directors' Certificate, at such date as is determined by the CfD Counterparty in its sole and absolute discretion.

5.16 Any and all SCiL True-Up Compensation is to be calculated and paid in accordance with and subject to paragraphs 3 (*Sustainability Change in Law: Compensation*), 4 (*Sustainability Change in Law: Effective date and payment*) and 6 (*Sustainability Change in Law: General provisions*) (in each case with the necessary modifications).

***Disputes in respect of a true-up***

5.17 If the Generator and the CfD Counterparty are not able to agree any of the matters in paragraph 5.15, either the Generator or the CfD Counterparty may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Generator and the CfD Counterparty agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.

5.18 Until the Dispute has been resolved by agreement between the Generator and the CfD Counterparty or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no SCiL True-Up Compensation payable.

## 6. SUSTAINABILITY CHANGE IN LAW: GENERAL PROVISIONS

***Indemnity***

6.1 The Generator shall, promptly on demand from time to time, indemnify the CfD Counterparty, and keep the CfD Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the CfD Counterparty and which would not have been incurred but for a Generator SCiL Notice having been given. This paragraph 6.1 shall not apply in respect of any such costs resulting from the CfD Counterparty having disputed that a Sustainability Change in Law has occurred if a resolution or determination is made to the contrary pursuant to the Dispute Resolution Procedure.

***Excluded Change in Law***

6.2 There shall be no amendment to the Contract for Difference, adjustment to the Strike Price or other compensation in respect of or on account of any Excluded Change in Law other than pursuant to the Change Control Procedure.

***Interaction with Qualifying Change in Law***

6.3 If a Change in Law occurs, is implemented or becomes effective (or is shortly to be implemented, occur or become effective) and the terms of such Change in Law apply to (or apply to a term or provision referred to in) any of the Sustainability Provisions, then:

(A) the Generator may not make any claim under the provisions of Part 8 (*Changes in Law*) in respect of such Change in Law; and

(B) no compensation shall be payable by the CfD Counterparty to the Generator in respect of such Change in Law pursuant to the provisions of Part 8 (*Changes in Law*), including in circumstances in which the CfD Counterparty and the

Generator agree, or it is determined pursuant to the Dispute Resolution Procedure, that:

(i) such Change in Law does not constitute a Sustainability Change in Law by virtue of paragraph (i)(a) or (i)(b) of the definition of Sustainability Change in Law);

(a) the Generator does not have a valid claim under this Part F; or

(b) no or less than full compensation is payable by the CfD Counterparty under this Part F.

6.4 Paragraph 6.3 shall apply, with the necessary modifications, to the claims which may be made by, and to the compensation (if any) payable to, the Generator pursuant to paragraph (B) of the definition of Sustainability Change in Law in circumstances in which an SC Amendment is, or is to be, effected.

## Part G
## ACT Efficiency Calculation Methodology

### 1. APPLICATION

This Part G (ACT Efficiency Calculation Methodology) shall apply to the Contract for Difference only if the ACT Efficiency Multiplier is expressed to apply to the Contract for Difference in the CfD Agreement.

### 2. INTRODUCTION

2.1 The use of the ACT Efficiency Multiplier for each ACT Efficiency Period shall be the multiplier determined in accordance with the methodology set out in paragraph 3 *(CALCULATION METHODOLOGY*) which, subject to and as provided for in that paragraph and the other provisions of this Part G, will be determined using the ACT Efficiency.

2.2 The ACT Efficiency Multiplier shall, except as expressly provided in this Part G, be the same for every Settlement Unit falling within an ACT Efficiency Period.

### 3. CALCULATION METHODOLOGY

***Use of ACT Efficiency Multiplier***

3.1 Subject to paragraphs 3.3, 3.4 and 3.5, in any ACT Efficiency Period in which paragraph 3.2 does not apply, the ACT Efficiency Multiplier in such an ACT Efficiency Period shall be:

(A) if the FMS Report relating to such ACT Efficiency Period has been delivered to the CfD Counterparty by the RQM Submission Deadline:

(i) Zero (0) if the ACT Efficiency for that period is less than the ACT Efficiency Standard; or

(ii) One (1) if the ACT Efficiency for that period is equal to or greater than the ACT Efficiency Standard;

as determined by the application of the ACT Efficiency Formula to the FMS Data in such FMS Report; or

(B) if the FMS Report relating to such ACT Efficiency Period has not been delivered to the CfD Counterparty by the RQM Submission Deadline, zero (0).

***Deeming provisions***

3.2 Subject to paragraphs 3.3, 3.4 and 3.5, if, in any ACT Efficiency Period, the Strike Price is lower than the Market Reference Price in any one (1) or more Settlement Units during that ACT Efficiency Period:

(A) the CfD Counterparty may, at its election, deem the ACT Efficiency Multiplier to be one (1); and

(B) if an election is made by the CfD Counterparty pursuant to paragraph (A), the CfD Counterparty may, at its election, apply the deemed ACT Efficiency Multiplier either to:

(i) each Settlement Unit in respect of which the Strike Price is lower than the Market Reference Price; or

(ii) all of the Settlement Units in such an ACT Efficiency Period.

***Recalculations: General***

3.3 If, in respect of any ACT Efficiency Period, the CfD Counterparty has determined an ACT Efficiency Multiplier in accordance with paragraphs 3.1 or 3.2, the CfD Counterparty may or, where specified in this Part G, shall redetermine the ACT Efficiency Multiplier in circumstances in which:

(A) revised or updated FMS Data for that ACT Efficiency Period is provided or becomes available to the CfD Counterparty including, in particular:

(i) where an FMS Report (including the FMS Data) is provided to the CfD Counterparty for an ACT Efficiency Period either before or after the RQM Submission Deadline; or

(ii) as a result of the exercise by the CfD Counterparty of the FMS Audit Right;

(B) paragraph 4 (*FAILURE TO COMPLY WITH FMS PROCEDURES*) applies to the determination of the ACT Efficiency Multiplier in respect of that ACT Efficiency Period;

(C) paragraph 4 (*FAILURE TO COMPLY WITH FMS PROCEDURES*) applies to the determination of the ACT Efficiency Multiplier in respect of that ACT Efficiency Period and the conditions to the application of the relevant paragraph are subsequently agreed or determined not to have been met;

(D) the ACT Efficiency Multiplier in respect of that ACT Efficiency Period has been determined by the CfD Counterparty in accordance with paragraph 3.2 and the conditions to the application of that paragraph are subsequently agreed or determined not to have been met.

***Recalculations: ACT Efficiency Adjustment Amounts***

3.4 If the ACT Efficiency Multiplier for any ACT Efficiency Period is redetermined in accordance with paragraph 3.3, Condition 12A (*ACT Efficiency Multiplier*) shall be applied by the CfD Counterparty for the purposes of determining the appropriate ACT Efficiency Adjustment Amount.

***Recalculations: Compensatory Interest and Default Interest***

3.5 No Compensatory Interest or Default Interest shall be payable in respect of any ACT Efficiency Adjustment Amount resulting from the application of paragraph 3.3(B).

## 4. FAILURE TO COMPLY WITH FMS PROCEDURES

4.1 Subject to paragraph 3.2 (*Deeming Provisions*), if the CfD Counterparty (acting reasonably) considers it is unable to determine the ACT Efficiency Multiplier as a result of the Generator failing to carry out and implement the Applicable FMS Procedures (or, subject to paragraph 2.3 of Part A, procure the carrying out and implementation of the Applicable FMS Procedures) in respect of any ACT Efficiency Period, then the CfD Counterparty shall have the right, but not the obligation, to deem the ACT Efficiency Multiplier to be zero (0) for that ACT Efficiency Period.

4.2 If: (i) the CfD Counterparty deems the ACT Efficiency Multiplier to be zero (0) in accordance with paragraph 4.1; and (ii) at any time, the Generator subsequently remedies any failure to comply with its obligations to carry out and implement the FMS Procedures (or, subject to paragraph 2.3 of Part A, procure the carrying out and implementation of the Applicable FMS procedures) in respect of an ACT Efficiency Period, then the CfD Counterparty shall redetermine the ACT Efficiency Multiplier in respect of such ACT Efficiency Period in accordance with paragraph 3 (*CALCULATION METHODOLOGY)*. No compensatory Interest or Default Interest shall be payable in respect of any ACT Efficiency Adjustment Amount resulting from the application of this paragraph 4.2.

4.3 If: (i) the CfD Counterparty determines or redetermines the ACT Efficiency Multiplier in accordance with paragraph 4.1; and (ii) it is subsequently agreed or determined that one or more incidents of non-compliance with the FMS Procedures did not occur, then the CfD Counterparty shall redetermine the ACT Efficiency Multiplier in accordance with paragraph 3 (*CALCULATION METHODOLOGY)*.

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**Directors' Certificate**

***[Company Name]***
***[Unique reference number: [●]]***

**(the "Company")**

**CONTRACT FOR DIFFERENCE – DIRECTORS' CERTIFICATE**

To: ***[●]*** (the "**CfD Counterparty**")

I, ***[●]***, being a Director of the Company, refer to the contract for difference entered into by the Company and the CfD Counterparty on ***[●]*** (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I hereby certify that, having made all due and careful enquiries, ***[to insert description of matters being certified]***.

This Certificate is governed by and construed in accordance with English law.

……
Name: ***[●]***
Position: Director
Dated: ***[●]***

……
Name: ***[●]***
Position: Director
Dated: ***[●]***

***OR:***

……
Name: ***[●]***
Position: Director
Dated: ***[●]***

in the presence of:

……
Witness's name: ***[●]***
Occupation: ***[●]***
Address: ***[●]***
Dated: ***[●]***

**Operational CP Notice**

**To:** ***[●]*** (the "**CfD Counterparty**")
***[Address]***

**From:** ***[●]*** (the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – OPERATIONAL CP NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 3.8(B).

3. This is an Operational CP Notice.

4. We consider that the following Operational Condition Precedent has been fulfilled: ***[●]***.

5. We enclose Supporting Information which we consider to be relevant to evidence the fulfilment of the Operational Condition Precedent.

6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Generator**

**CP Response Notice**

**To:** ***[●]*** **(**the "**Generator**"**)**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CP RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition [3.10(A) / [3.10(B)].

3. This is a CP Response Notice in relation to the Operational CP Notice dated ***[●]***.

4. [We consider that you have [not] fulfilled the Operational Condition Precedent to which the Further CP Notice relates.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether we have fulfilled the Operational Condition Precedent to which the Further CP Notice relates. We require the following Operational Condition Precedent Supporting Information: ***[●]***.]

Yours faithfully,

.....
For and on behalf of
the **CfD**
**Counterparty**

**Further CP Response Notice**

**To:** ***[●]*** (the "**Generator**")
***[Unique reference number: [●]]***

**From:** ***[●]*** (the "**CfD Counterparty**")
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FURTHER CP RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 3.11(C)(ii).

3. This is a Further CP Response Notice in relation to the further CP Notice dated ***[●]*** and the CP Response Notice dated ***[●]***.

4. Following our receipt of the Operational Condition Precedent Supporting Information from you on ***[●]***, we consider that you have ***[not]*** fulfilled the Operational Condition Precedent.

Yours faithfully,

.....
For and on behalf of
the **CfD**
**Counterparty**

**Operational CP Non-Compliance Notice**

**To:** ***[●]*** (the "**CfD Counterparty**")
***[Address]***

**From:** ***[●]*** (the "**Generator**")
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – OPERATIONAL CP NON-COMPLIANCE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 3.12.

3. This is an Operational CP Non-Compliance Notice.

4. The Affected Operational CP is: ***[●]***.

5. [The Affected Operational CP [[will not]/[is not reasonably likely to] be fulfilled by the Longstop Date as a result of ***[●]***.]/[, which we previously notified to you as fulfilled pursuant to Condition 3.8(B), is no longer fulfilled.]] The reasons for this are: ***[●]***.

6. We enclose Supporting Information which we consider to be relevant to the content of this notice.

7. We [have taken]/[are proposing to take] the following remedial action: ***[●]***.

8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....

For and on behalf of
the **Generator**

**Unilateral Commercial Operations Notice**

**To:** ***[●]*** (the "**Generator**")
***[Address]***

**From:** ***[●]*** (the "**CfD Counterparty**")
***[Unique reference number: [●]***

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Conditions 3.21 and 3.26A.

3. This is a Unilateral Commercial Operations Notice.

4. We consider that the date that the Facility started commercial operations is: ***[●]***.

Yours faithfully,

.....
For and on behalf
of the **CfD Counterparty**

**Start Date Notice**

**To:** **[*[●]* (**the "**CfD Counterparty**")] / [*[●]* (**the "**Generator**")
***[Address]***

**From:** **[*[●]*** (the **"Generator")] / [*[●]* (**the "**CfD Counterparty**")]
***[Unique reference number: [●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – START DATE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the [CfD Counterparty] / [Generator] and us as the [Generator] / [CfD Counterparty] (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Conditions 3.21, 3.21Z and 3.21A.

3. This is a Start Date Notice.

4. We propose that the Start Date shall be: ***[●]***.

5. [We enclose a Directors' Certificate certifying that the matters provided for in Condition 3.24(C) are, as at the date of this notice, true, complete and accurate in all material respects and are not misleading].

Yours faithfully,

.....
For and on behalf
of the [**Generator]** / [**CfD Counterparty**]

**Milestone Requirement Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – MILESTONE REQUIREMENT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 4.1.

3. This is a Milestone Requirement Notice.

4. [***We enclose invoices, payment receipts and other Supporting Information with respect to the Project which we consider to be relevant to evidence expenditure by us and our direct shareholders of ten per cent. (10%) or more of the Total Project Pre-Commissioning Costs, being*** £***[●]***.]/(We *enclose* ***information as is listed as the Project Commitments and the following Supporting Information which we consider to be relevant to evidence compliance or fulfilment of the Project Commitments: [●]***.]

5. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

For and on behalf
of the **Generator**

**Milestone Assessment Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – MILESTONE ASSESSMENT RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition [4.3(A)] / [4.3(B)].

3. This is a Milestone Assessment Response Notice in relation to the Milestone Requirement Notice dated ***[●]***.

4. [***We consider that you have*** [***not***] ***complied with and fulfilled a Milestone Requirement.***]/[***We consider that we have not been provided with sufficient Supporting Information to determine whether you have complied with and fulfilled a Milestone Requirement. We require the following Requested Milestone Supporting Information: [●].***]

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**Further Milestone Assessment Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FURTHER MILESTONE ASSESSMENT RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 4.4(C)(ii).

3. This is a Further Milestone Assessment Response Notice in relation to the Milestone Requirement Notice dated ***[●]*** and the Milestone Assessment Response Notice dated ***[●]***.

4. Following our receipt of the Requested Milestone Supporting Information from you on ***[●]***, we consider that you have *[not]* complied with and fulfilled a Milestone Requirement.

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**RCE Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
**[Unique reference number:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – RCE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 5.1.

3. This is an RCE Notice.

4. The amount by which the Installed Capacity Estimate should be reduced to take into account the Relevant Construction Event is ***[●]*** MW and the RCE-Adjusted Installed Capacity Estimate is ***[●]*** MW.

5. The following change to the assets comprising the Facility will result from the proposed reduction to the Installed Capacity Estimate: ***[●]***.

6. We enclose the following Supporting Information which we consider to be relevant to evidence:

   (A) the existence or occurrence of the Construction Event and our basis for concluding that the Construction Event constitutes a Relevant Construction Event; [and]

   (B) our basis for concluding that, as a result of the existence or occurrence of the Relevant Construction Event, the Installed Capacity Estimate is required to be reduced to the RCE-Adjusted Installed Capacity Estimate; and

   (C) the change in the assets comprising the Facility which will result from the proposed reduction to the Installed Capacity Estimate.

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

For and on behalf of
the **Generator**

**RCE Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – RCE RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 5.4.

3. This is an RCE Response Notice in relation to the RCE Notice dated ***[●]***.

4. [***We consider that a Relevant Construction Event has*** [***not***] ***occurred. We*** [***do not***] ***accept the RCE-Adjusted Installed Capacity Estimate specified in the RCE Notice.***] [***We consider that we have not been provided with sufficient Supporting Information to determine*** [***whether a Relevant Construction Event has occurred***]/[***whether to accept the RCE-Adjusted Installed Capacity Estimate***] / [***the change to the assets comprising the Facility which will result from the proposed reduction to the Installed Capacity Estimate***]***. We require the following RCE Supporting Information: [●]***]

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**Further RCE Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FURTHER RCE RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 5.5(C)(ii).

3. This is a Further RCE Response Notice in relation to the RCE Notice dated ***[●]*** and the RCE Response Notice dated ***[●]***.

4. [***Following our receipt of the RCE Supporting Information from you on [●], we consider that a Relevant Construction Event has*** [***not***] ***occurred and we*** [***do not***] ***accept the RCE-Adjusted Installed Capacity Estimate specified in the RCE Notice.***]

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**ICE Adjustment Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – ICE ADJUSTMENT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 6.1.

3. This is an ICE Adjustment Notice.

4. The Installed Capacity will be lower than the Installed Capacity Estimate by: ***[●]*** MW.

5. The Revised ICE is: ***[●]*** MW.

6. The following change to the assets comprising the Facility will result from the reduction to the Installed Capacity Estimate: ***[●]***.

7. We enclose Supporting Information which we consider to be relevant to evidence of the change to the assets comprising the Facility which will result from the reduction to the Installed Capacity Estimate.

Yours faithfully,

For and on behalf of
the **Generator**

**Final Installed Capacity Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FINAL INSTALLED CAPACITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 7.1.

3. This is a Final Installed Capacity Notice.

4. The Final Installed Capacity is ***[●]*** MW.

5. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the Final Installed Capacity, including details of the assets comprising the Facility at the date of this notice.

6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

For and on behalf of
the **Generator**

**Final Installed Capacity Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FINAL INSTALLED CAPACITY RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition [7.4(A)] / [7.4(B)].

3. This is a Final Installed Capacity Response Notice in relation to the Final Installed Capacity Notice dated ***[●]***.

4. [***We agree with the Final Installed Capacity as specified in the Final Installed Capacity Notice.***]/[***We consider that we have not been provided with sufficient Supporting Information to determine*** [***the Final Installed Capacity***]/[***the assets comprising the Facility as at the date of the Final Installed Capacity Notice***]***. We require the following Final Installed Capacity Supporting Information: [●].***]

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**Billing Statement Dispute Notice**

**To:** ***[●]***

**From:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BILLING STATEMENT DISPUTE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between [you]/[us] as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 23.3.

3. This is a Billing Statement Dispute Notice. The Billing Statement[s] to which the dispute relates [is]/[are] ***[●]***.

4. [Our]/[The Generator's] [name]/[unique identifier] is ***[●]***.

5. The [name]/[unique identifier] of the Facility is ***[●]***.

6. The Billing Statement items to which the dispute relates are ***[●]***.

7. The amount in dispute is ***[●]***. The apportionment of this amount in relation to the relevant Billing Statement items is ***[●]***.

8. [***We consider that the following Billing Statement dispute should be*** [***consolidated with***]***/[joined to***] ***this dispute: [●].***]

9. We consider the correct position is ***[●]***. Our reasons for this are ***[●]***.

10. We intend to rely on the following Supporting Information, copies of which are enclosed: ***[●]***.

11. We enclose the following additional Information which we consider relevant in relation to the dispute: ***[●]***.

Yours faithfully,

For and on behalf of

***[●]***

**Metering Breach Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – METERING BREACH RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition [31.3(A)] / [31.3(B)].

3. This is a Metering Breach Response Notice in relation to the Metering Breach Notice dated ***[●]***.

4. We ***[do not]*** accept that there has been a breach of the Metering Compliance Obligation as specified in the Metering Breach Notice.

5. [The date from which there has been a breach of the Metering Compliance Obligation is: ***[●]***.]

Yours faithfully,

.....

For and on behalf of
the **Generator**

**Generator Metering Remediation Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR METERING REMEDIATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 31.5(C).

3. This is an Generator Metering Remediation Notice.

4. We successfully completed the implementation of the Metering Remediation Plan on ***[●]***.

5. We enclose the Supporting Information which we consider to be relevant and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator Metering Remediation Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR METERING REMEDIATION NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 31.6.

3. This is a Generator Metering Remediation Notice Information Request.

4. We require the following Supporting Information in relation to the Generator Metering Remediation Notice dated ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Electrical Schematic Obligation Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – ELECTRICAL SCHEMATIC OBLIGATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 31.9.

3. This is a Electrical Schematic Obligation Notice.

4. We have identified a Material Change to the Facility Metering Equipment: ***[insert reasons for and details of the Material Change]***.

5. This Material Change occurred on ***[insert date Material Change occurred***].

6. The old MSID is ***[insert old MSID]*** and the new MSID is ***[insert new MSID]***.

7. ***[We enclose an updated version of the electrical schematic diagram referred to in paragraph 2.1(D) of Part B of Schedule 1 of the Conditions].***

8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Metering Inspection Notice**

**To:** ***[●]*** *(the* ***"Generator")***
***[Unique reference number: [●]]***

**From:** ***[●]*** *(the* ***"CfD Counterparty")***
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – METERING INSPECTION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 31.14.

3. This is a Metering Inspection Notice.

4. ***[We]***/[***[●]***, nominated by us in accordance with Condition 31.1,] intend to exercise the Metering Access Right.

5. The date by which you must, in accordance with Condition 31.1, permit the exercise of the Metering Access Right, is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**KYC Information Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – KYC INFORMATION RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 32.1(L).

3. This is a KYC Information Request Response Notice in relation to your response made on ***[●]*** to our request made on ***[●]*** under Condition 32.1(L) for Information *("**KYC Information Request**")*.

4. We acknowledge receipt of your tesponse made on ***[●].*** [***We consider that you have*** [***not***] ***complied with the KYC Information Request [for the following reasons [●]].***]

Yours faithfully,

For and on behalf of the **CfD Counterparty**

**CfD Counterparty QCiL Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY QCIL NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 33.1.

3. This is a CfD Counterparty QCiL Notice.

4. We ***[enclose]/[set out]*** the following reasonable details of the Qualifying Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, occur or become effective]/[: [●]].***

5. The ***[QCiL Effective Date]/[Expected QCiL Effective Date] is [●].***

6. We consider that the Change in Law ***[constitutes]/[will constitute]*** a Qualifying Change in Law for the following reasons: ***[●]***. We consider the Qualifying Change in Law to be ***[a Discriminatory]/[a Specific]/[an Other]*** Change in Law.

7. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Operating [Costs]/[Savings].]***

8. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Capital [Costs]/[Savings].]***

9. ***[We consider that the Notified Change in Law will give rise to or result in an Adjusted Output Period. Our AOP Estimate is [●].]***

10. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Construction Event.]***

11. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Operations Cessation Event.]***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator QCiL Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 33.2.

3. This is a Generator QCiL Response Notice in relation to the CfD Counterparty QCiL Notice dated ***[●]***.

4. ***[We consider that the Notified Change in Law [constitutes]/[will constitute] a Qualifying Change in Law.]/[We do not consider that the Notified Change in Law [constitutes]/[will constitute] a Qualifying Change in Law and enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.]***

5. ***[We agree with the [QCiL Effective Date]/[Expected QCiL Effective Date] specified in the CfD Counterparty QCiL Notice.]/[We do not agree with the [QCiL Effective Date]/[Expected QCiL Effective Date] specified in the CfD Counterparty QCiL Notice and we consider the [QCiL Effective Date]/[Expected QCiL Effective Date] to be [●].]***

6. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Operating [Costs]/[Savings]. Our good faith estimate of the QCiL Operating [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Operating [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

7. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Capital [Costs]/[Savings]. Our good faith estimate of the QCiL Capital [Costs]/ [Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Capital [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

8. ***[We consider that the Notified Change in Law will give rise to or result in an Adjusted Output Period. Our AOP Estimate is [●] and our good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation is [●].***

***We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

9. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Construction Event. Our good faith estimates of the QCiL Construction Event Costs and QCiL Construction Event Savings are [●] and [●] respectively. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

10. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Operations Cessation Event. Our good faith estimates of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings are [●] and [●] respectively. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

11. We enclose Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 64.3 and the Reasonable and Prudent Standard.

12. We enclose a Directors' Certificate certifying the matters specified in Condition 33.4.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator QCiL Response Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL RESPONSE NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 33.6.

3. This is a Generator QCiL Response Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator QCiL Response Notice dated [●]]/[Revised Generator QCiL Response Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator QCiL Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 33.8.

3. This is a Generator QCiL Notice.

4. We ***[enclose]/[set out the following]*** reasonable details of the Qualifying Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, occur or become effective]/[: [●]]***.

5. The [**QCiL Effective Date**]/[**Expected QCiL Effective Date**] is ***[●]***.

6. We consider that the Notified Change in Law ***[constitutes]/[will constitute]*** a Qualifying Change in Law for the following reasons: ***[●]***. We consider the Qualifying Change in Law to be ***[a Discriminatory]/[a Specific]/[an Other]*** Change in Law. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.

7. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Operating [Costs]/[Savings]. Our good faith estimate of the QCiL Operating [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Operating [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

8. ***[We consider that the Notified Change in Law will give rise to or result in QCiL Capital [Costs]/[Savings]. Our good faith estimate of the QCiL Capital [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Capital [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

9. ***[We consider that the Notified Change in Law will give rise to or result in an Adjusted Output Period. Our AOP Estimate is [●] and our good faith estimate of the impact of the Notified Change in Law on the Estimated Facility Generation is [●].***

***We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

10. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Construction Event. Our good faith estimates of the QCiL Construction Event Costs and QCiL Construction Event Savings are [●] and [●] respectively. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

11. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Operations Cessation Event. Our good faith estimates of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings are [●] and [●] respectively. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

12. We enclose Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 64.3 and the Reasonable and Prudent Standard.

13. We enclose a Directors' Certificate certifying the matters specified in Condition 33.9.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator QCiL Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 33.11.

3. This is a Generator QCiL Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator QCiL Notice dated [●]]/[Revised Generator QCiL Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CfD Counterparty QCiL True-Up Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY QCIL TRUE-UP NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 36.1.

3. This is a CfD Counterparty QCiL True-Up Notice in relation to ***[identify relevant Qualifying Change in Law]***.

4. We hereby require you to confirm the QCiL True-Up Information.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator QCiL True-Up Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL TRUE-UP RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 36.3.

3. This is a Generator QCiL True-Up Response Notice in relation to the CfD Counterparty QCiL True-Up Notice dated ***[●]***.

4. We enclose the QCiL True-Up Information.

5. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the information contained in or enclosed with this notice.

6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator QCiL True-Up Response Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL TRUE-UP RESPONSE NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 36.6.

3. This is a Generator QCiL True-Up Response Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator QCiL True-Up Response Notice dated [●]]/[Revised Generator QCiL True-Up Response Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator QCiL True-Up Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL TRUE-UP NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 36.8.

3. This is a Generator QCiL True-Up Notice in relation to ***[identify Qualifying Change in Law]***.

4. We enclose the QCiL True-Up Information.

5. We confirm that ***[****we have not recovered (and are not entitled to recover) any amount pursuant to* ***Conditions 64.5 and 64.7]/[we have recovered the amount of [●] pursuant to Conditions 64.5 and 64.7]****.*

6. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of our conclusions.

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator QCiL True-Up Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR QCIL TRUE-UP NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 36.11.

3. This is a Generator QCiL True-Up Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator QCiL True-Up Notice dated [●]]/[Revised Generator QCiL True-Up Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**QSE Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – QSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 37.1.

3. This is a QSE Notice.

4. We consider that a Qualifying Shutdown Event has occurred, the relevant details of which are: ***[●]***.

5. The Qualifying Shutdown Event occurred on ***[●]***.

6. Our good faith estimates of the QCiL Operations Cessation Event Costs and the QCiL Operations Cessation Event Savings are ***[●]*** and ***[●]*** respectively.

7. We enclose Supporting Information evidencing, in reasonable detail, the steps that the Generator has taken and/or proposes to take to comply with Condition 64.3 and the Reasonable and Prudent Standard.

8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**CiAL Request Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL REQUEST NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 39.2.

3. This is a CiAL Request Notice.

4. We consider that a Change in Applicable Law ***[has been implemented, occurred or become effective]/[is expected to be implemented, occur or become effective]*** for the following reasons: ***[●]***.

5. The date on which the Change in Applicable Law ***[was implemented, occurred or became effective was]/[is expected to be implemented, occur or become effective is] [●]***.

6. We consider that the Change in Applicable Law ***[results]/[will result]*** in one (1) or more of the Required CiL Amendment Objectives ceasing to be met for the following reasons: ***[●]***.

7. ***[We consider that the Required CiL Amendment(s) are [●].]***

8. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**CiAL Request Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL REQUEST VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 39.5.

3. This is a CiAL Request Validity Notice.

4. The CiAL Request Criterion has been met.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CiAL Review Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL REVIEW NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 39.6.

3. This is a CiAL Review Notice.

4. The following CiAL Review Trigger has occurred: ***[●]***.

5. The CiAL Review Response Deadline is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CiAL Review Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL REVIEW RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 39.7.

3. This is a CiAL Review Response Notice in relation to the CiAL Review Notice dated ***[●]***.

4. We ***[enclose]/[set out the following]*** Supporting Information which we wish you to take account of in undertaking the CiAL Review: ***[●]***.

5. ***[We consider that the Required CiL Amendment(s) are [●].]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**CiAL Review Outcome Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL REVIEW OUTCOME NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 39.9.

3. This is a CiAL Review Outcome Notice.

4. The outcome of the CiAL Review was as follows: ***[●]***. ***[The Required CiL Amendments are as follows: [●].]***

5. ***[The date from which the Required CiL Amendments will take effect is: [●].]***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CiAL Dispute Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL DISPUTE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 40.1.

3. This is a CiAL Dispute Notice.

4. The subject matter of the Dispute is ***[●]***. The issues to be resolved are ***[●]***.

5. The ***[Condition]/[paragraph] [to which the Dispute relates]/[pursuant to which the Dispute arises]*** is ***[●]***.

6. We consider the correct position is ***[●]***. Our reasons for this are ***[●]***.

7. ***[We consider the following [claim[s]]/[dispute[s]] arising out of another FiT Contract for Difference should be consolidated with or joined to the Dispute: [●].]***

8. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

9. The ***[relief]/[determination]/[remedy]/[recourse]*** that we seek in relation to the Dispute is ***[●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**CiAL Dispute Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CIAL DISPUTE VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 40.3.

3. This is a CiAL Dispute Validity Notice in relation to the CiAL Dispute Notice dated ***[●]***.

4. The CiAL Dispute Threshold Criterion has been met.

5. We propose that the Proposed CiAL Expert appointed be ***[●]***. We propose that ***[s]***he be appointed on the following terms: ***[●]***. We believe that the Proposed CiAL Expert has the relevant expertise which qualifies ***[him]/[her]*** to determine the relevant CiAL Dispute for the following reasons: ***[●]***.

6. We enclose an Expert Determination Notice in relation to the CiAL Dispute Notice.

7. We enclose a Consolidation Notice in relation to the CiAL Dispute.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator GT Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR GT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 42.1.

3. This is a Generator GT Notice.

4. We ***[enclose]/[set out the following]*** reasonable details of a Generation Tax Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, to occur or to become effective][: [●]].***

5. The Generation Tax Effective Date is ***[expected to be] [●]***.

6. We consider that the relevant Generation Tax Change in Law will or is likely to give rise to a Generation Tax Liability for the following reasons: ***[●]***. ***[The amount of]/[Our good faith estimate of]*** the Generation Tax Liability is ***[●]***.

7. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.

8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator GT Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR GT NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 42.4.

3. This is a Generator GT Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator GT Notice dated [●]]/[Revised Generator GT Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CfD Counterparty GT Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY GT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 42.10.

3. This is a CfD Counterparty GT Notice.

4. We ***[enclose]/[set out the following]*** reasonable details of a Generation Tax Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, to occur or to become effective][: [●]].***

5. The Generation Tax Effective Date is ***[expected to be] [●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator GT Claim Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR GT CLAIM NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 43.3.

3. This is a Generator GT Claim Notice.

4. We confirm that:

   (A) the relevant period for the purposes of Condition 43.5 is the period from ***[●]*** to ***[●]***;

   (B) we incurred and/or paid a Generation Tax Liability during the relevant period as a result of a Generation Tax Change in Law;

   (C) the Generation Tax Liability we incurred and/or paid, and the computation thereof, in respect of the relevant period is ***[●]***;

   (D) our Generation Tax Liability in respect of the relevant period that has otherwise been made good without cost to us is ***[●]***; and

   (E) the Fully Adjusted Metered Output in respect of each Settlement Unit in the relevant period is ***[●]***.

5. We enclose Supporting Information which we consider to be relevant to and supportive of the foregoing.

6. We enclose Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with the obligation to mitigate under Condition 64.3 and the Reasonable and Prudent Standard.

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator GT Claim Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR GT CLAIM NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 43.9.

3. This is a Generator GT Claim Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator GT Claim Notice dated [●]]/[Revised Generator GT Claim Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**TLM(D) Charges Report**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – TLM(D) CHARGES REPORT**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 47.1.

3. This is a TLM(D) Charges Report.

4. The Actual TLM(D) Charge in respect of the relevant TLM(D) Charges Review Period, is ***[●]***.

5. The Initial TLM(D) Charge, as set out in the CfD Agreement, is ***[●]***.

6. The TLM(D) Charges Difference is ***[●]***.

7. The Strike Price Adjustment that will apply with effect from the relevant Indexation Anniversary to give effect to the TLM(D) Charges Difference is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Preliminary Annual QCPC Report**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – PRELIMINARY ANNUAL QCPC REPORT**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 48.1.

3. This is a Preliminary Annual QCPC Report.

4. This Preliminary Annual QCPC Report relates to Contract Year ***[●]***.

5. The following Qualifying CPC Event***[s] [has]/[have]*** occurred: ***[●]***.

6. In respect of ***[●]*** Qualifying CPC Event:

   (A) the following circumstances gave rise to the Qualifying CPC Event: ***[●]***;

   (B) limb[s] ***[●]*** of the definition of ***[Qualifying Curtailment]/[Qualifying Partial Curtailment]*** were satisfied on ***[●]*** for the following reasons: ***[●]***;

   (C) we consider that the Qualifying CPC Event occurred ***[when]***;

   (D) we consider the Qualifying CPC Event occurred for the following reasons: ***[●]***; and

   (E) the following output from the Facility was foregone by reason of the Qualifying CPC Event: ***[●]***MWh.

7. In respect of ***[●]*** Qualifying Curtailment:

   (A) (A) the Defined Curtailment Compensation was £***[●]***;

   (B) (A) the Curtailment Compensation was £***[●]***; and

   (C) the Curtailment Compensation ***[Shortfall]/[Excess]*** was £***[●]***.

8. In respect of ***[●]*** Qualifying Partial Curtailment:

   (A) the Defined Partial Curtailment Compensation was £***[●]***;

(B) the Partial Curtailment Compensation was £***[●]***;

(C) the Partial Curtailment Compensation ***[Shortfall]/[Excess]*** was £***[●]***.

9. ***[The amount by which the aggregate Curtailment Compensation Shortfall exceeds [the sum of] the aggregate Curtailment Compensation Excess [and the compensation specified or referred to in paragraph 12 below] is £[●].]/[The amount by which the aggregate Curtailment Compensation Excess exceeds the aggregate Curtailment Compensation Shortfall is £[●].]***

10. ***[The amount by which the aggregate Partial Curtailment Compensation Shortfall exceeds [the sum of] the aggregate Partial Curtailment Compensation Excess [and the compensation specified or referred to in paragraph 12 below] is £[●].]/[The amount by which the aggregate Partial Curtailment Compensation Excess exceeds the aggregate Partial Curtailment Compensation Shortfall is £[●].]***

11. ***[In addition, [we]/[our nominee] [have received]/[are entitled to] the following compensation under the Contract for Difference or otherwise in respect of [●]: [●].]***

12. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.

13. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this report is true, complete and accurate in all material respects.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Pre-Start Date Termination Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – PRE-START DATE TERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 51.1.

3. This is a Pre-Start Date Termination Notice.

4. The Pre-Start Date Termination Date is ***[●]***.

5. ***[The following Termination Event has occurred: [●].]***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Default Termination Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – DEFAULT TERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 51.6.

3. This is a Default Termination Notice.

4. The Designated Termination Date is ***[●]***.

5. The following Termination Event has occurred: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**QCiL Termination Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – QCIL TERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 51.8.

3. This is a QCiL Termination Notice.

4. The QCiL Termination Date is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**QCiL Compensation Termination Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – QCIL COMPENSATION TERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 51.10.

3. This is a QCiL Compensation Termination Notice.

4. The QCiL Compensation Termination Date is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**SCiL Compensation Termination Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – SCIL COMPENSATION TERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 51.11.

3. This is a SCiL Compensation Termination Notice.

4. The SCiL Compensation Termination Date is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Termination Amount Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – TERMINATION AMOUNT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 52.4(B).

3. This is a Termination Amount Notice.

4. The Termination Amount is ***[●]***.

5. The principal inputs used by us to calculate such Termination Amount were: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Second Payment Failure Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – SECOND PAYMENT FAILURE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 52.4(B).

3. This is a Second Payment Failure Notice.

4. We hereby give you notice that two (2) Payment Failures have occurred in the past twelve (12) month period, namely on ***[●]*** and ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Collateral Posting Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – COLLATERAL POSTING NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 55.2.

3. This is a Collateral Posting Notice.

4. We hereby give you notice that there have been Payment Failures on ***[●]*** occasions in the past twelve (12) month period.

5. The Billing Periods to which the Payment Failures relate are: ***[●]***.

6. You are required to transfer or deliver, or procure the transfer or delivery, of Acceptable Collateral to us pursuant to Condition 56.

7. The Collateral Amount is ***[●]***.

8. The Collateral Posting Date is ***[●]***.

9. The Initial Collateral Repayment Date is ***[●]***.

10. The details of the Reserve Account are as follows: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Replacement Collateral Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – REPLACEMENT COLLATERAL NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 55.3.

3. This is a Replacement Collateral Notice.

4. We hereby give you notice that a Payment Failure occurred after the Collateral Posting Notice dated ***[●]*** and before the applicable Initial Collateral Repayment Date.

5. The Billing Periods to which the Payment Failures relate are: ***[●]***.

6. The Replacement Collateral Repayment Date shall be: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Letter of Credit Details Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – LETTER OF CREDIT DETAILS NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 56.3(B).

3. ***[We have delivered to you a Letter of Credit today]/[We intend to [deliver]/[renew] a [replacement] Letter of Credit on [●]]*** and this is a Letter of Credit Details Notice.

4. We hereby notify you of the terms of such Letter of Credit:

   (A) The Qualifying Issuer is: ***[●]***.

   (B) The credit rating of the Qualifying Issuer is: ***[●]***.

   (C) The relevant contact details for the Qualifying Issuer's ***[representative]/ [relationship manager]*** are: ***[●]***.

   (D) The Letter of Credit is for an amount of: £***[●]***.

   (E) The term of the ***[renewed]/[delivered]/[replacement] Letter of Credit is: [●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Collateral Correction Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – COLLATERAL CORRECTION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 56.5.

3. This is a Collateral Correction Notice.

4. The following Posted Collateral ***[is not]/[has ceased to be]*** Acceptable Collateral: ***[●]***. The reason that prevents such collateral from constituting Acceptable Collateral is: ***[●]***.

5. The Deficient Collateral Amount is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Dispute Notice**

**To:** ***[●]***

**From:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – DISPUTE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 57.3.

3. This is a Dispute Notice.

4. The subject matter of the Dispute is ***[●]***.

5. The issues to be resolved are ***[●]***.

6. The Condition to which the Dispute relates is ***[●]***.

7. We consider that the correct position is ***[●]***. Our reasons for believing this is the correct position are ***[●]***.

8. ***[We consider that the following dispute or claim relating to or arising out of another FiT Contract for Difference should be [consolidated with]/[joined to] this Dispute: [●].]***

9. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

10. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is ***[●]***.

11. We ***[do not]*** consider the Dispute should (without a Senior Representatives Settlement being reached) be referred for ***[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure].***

12. Our Senior Representative is ***[●]***.

Yours faithfully,

.....
For and on behalf of ***[●]***

**Expert Determination Notice**

**To:** ***[●]***

**From:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – EXPERT DETERMINATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 59.1.

3. This is an Expert Determination Notice.

4. The subject matter of the Dispute is ***[●]***.

5. The issues to be resolved are ***[●]***.

6. The relevant Condition to which the Dispute relates is ***[●]***.

7. We consider that the correct position is ***[●]***. Our reasons for this are ***[●]***.

8. ***[We consider that the following dispute or claim relating to or arising out of another FiT Contract for Difference should be [consolidated with]/[joined to] this Dispute: [●].]***

9. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

10. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is ***[●]***.

11. We propose that the Expert appointed be ***[●]***.

12. We propose that ***[s]***he be appointed on the basis of the following terms of reference: ***[●]***.

13. We believe that the proposed Expert has the relevant expertise which qualifies ***[him]/[her]*** to determine the relevant Expert Dispute for the following reasons: ***[●]***

Yours faithfully,

.....
For and on behalf of

***[●]***

**Expert Determination Response Notice**

**To:** ***[●]***

**From:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – EXPERT DETERMINATION RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 59.3.

3. This is an Expert Determination Response Notice.

4. We *(do not]* accept the Expert proposed in the Expert Determination Notice dated ***[●]***. ***[We propose [●] as an alternative Expert.]***

5. We ***[do not]*** accept the terms of reference proposed in the Expert Determination Notice dated ***[●]***. ***[We propose the following alternative terms of reference: [●].]***

Yours faithfully,

.....
For and on behalf of
***[●]***

**Consolidation Notice**

**To:** ***[All the parties to a Connected Dispute]***

**From:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CONSOLIDATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 61.2.

3. This is a Consolidation Notice.

4. The subject matter of the Dispute is ***[●]***.

5. We consider that the following dispute***[s] [is]/[are]*** Connected Dispute***[s]****:* ***[●]***.

6. Our reasons for considering that these disputes should be consolidated with the Connected Dispute*[s]* are ***[●]***.

7. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

8. This notice ***[has been]/[will be]*** copied to the ***[Expert]/[Arbitrator(s)]*** determining the Connected Dispute***[s] [at the same time this notice was given to the [addressees]]/[forthwith upon appointment of the [Expert]/[Arbitrator(s)]].***

Yours faithfully,

.....
For and on behalf of
***[●]***

**KYC Notice**

***To:*** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – KYC NOTICE**

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 79.10 and 79.11.

3. ***[We hereby notify you of a[n] [proposed]/[actual] change of our legal name. The details of our new legal name are as follows: [●].]***

4. ***[We hereby notify you of a[n] [proposed]/[actual] Change of Ownership. The details of our new ownership structure that would apply following such Change of Ownership are as follows: [●].]***

5. ***[We hereby notify you of a[n] [proposed]/[actual] change of Ultimate Investor. The details of the [incoming]/[outgoing] Ultimate Investor are as follows: [●].]***

6. ***[We hereby notify you of a[n] [proposed]/[actual] change of our legal jurisdiction. The details of our new legal jurisdiction are as follows: [●].]***

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading

Yours faithfully,

.....
For and on behalf of
***the Generator***

**Amendment Notification**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – AMENDMENT NOTIFICATION**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.1 of Annex 2 (*Change Control Procedure*).

3. This is an Amendment Notification.

4. The Proposed Amendment is ***[●]***.

5. The Proposed Amendment Effective Date is ***[●]***.

6. We consider the Proposed Amendment to be a ***[Material Amendment]/[Technical Amendment]***.

7. ***[We consider the Proposed Amendment to be a Technical Amendment and we [do not] consider the Proposed Amendment to be a General Amendment.]/[We consider the Proposed Amendment to be a General Amendment and we [do not] consider that it applies to all FiT Contracts for Difference]/[consider that it applies only to those of [a specified category]/[specified categories], being [●]].]***

8. We enclose the following Supporting Information which we consider necessary to enable you to evaluate the Proposed Amendment: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Material Amendment Response Notification**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – MATERIAL AMENDMENT RESPONSE NOTIFICATION**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.2(B) of Annex 2 (*Change Control Procedure*).

3. This is a Material Amendment Response Notification.

4. We ***[do not]*** accept the Proposed Amendment proposed in the Amendment Notification dated ***[●]***. ***[We propose [●] as an alternative amendment.]***

5. ***[We note that the Amendment Notification has not addressed the following consequential matters: [●].]***

6. We ***[do not]*** accept the Proposed Amendment Effective Date proposed in the Amendment Notification dated ***[●]***. ***[We propose [●] as an alternative effective date.]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Technical Amendment Response Notification**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – TECHNICAL AMENDMENT RESPONSE NOTIFICATION**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the CfD Counterparty and ***[●]*** as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.6(B) of Annex 2 (*Change Control Procedure*).

3. This is a Technical Amendment Response Notification.

4. We ***[do not]*** accept the Proposed Amendment proposed in the Amendment Notification dated ***[●]***. ***[We propose [●] as an alternative amendment.]***

5. ***[We note that the Amendment Notification has not addressed the following consequential matters: [●].]***

6. We ***[do not]*** accept the Proposed Amendment Effective Date proposed in the Amendment Notification dated ***[●]***. ***[We propose [●] as an alternative effective date.]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**BMRP Annual Review Outcome Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP ANNUAL REVIEW OUTCOME NOTICE Dear Sirs,**

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.6 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Annual Review Outcome Notice.

4. ***[The following BMRP Review Price Source[s] [is]/[are] to be [a] Baseload Price Source[s]: [●].]/[We have determined that no BMRP Review Price Source meets the BMRP Inclusion Criteria and the BMRP Quality Criteria.]***

5. ***[BMRP Review Price Source [●] meets the BMRP Quality Criteria.]/[We [enclose a]/[set out the following] summary of the reasons for determining that BMRP Review Price Source [●] does not meet all or any of the BMRP Quality Criteria: [●].]***

6. ***[BMRP Review Price Source [●] meets the BMRP Inclusion Criteria: [●].]/[BMRP Review Price Source [●] does not meet [all]/[any] of the BMRP Inclusion Criteria. [The Excluded 5-TD Sample Period[s] in respect of BMRP Review Price Source [●] [is]/[are] as follows: [●].]/[The 5-TD Trade Number Percentage in Excluded 5-TD Sample Period [●] was: [●].]/[The 5-TD Volume Percentage in Excluded 5-TD Sample Period [●] was: [●].]/[The BMRP Review Price Source [●] did not meet the BMRP Inclusion Criterion in paragraph (C) or (D) of the definition of BMRP Inclusion Criteria.]]***

7. The BMRP Annual Review Implementation Date is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**BMRP Principles Request Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP PRINCIPLES REQUEST NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.2 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Principles Request Notice.

4. We believe the calculation of the Baseload Market Reference Price does not comply with the following BMRP Principle*[s]*: ***[●]***.

5. ***[We propose that the non-compliance with the BMRP Principle[s] should be addressed as follows: [●].]***

6. We enclose the following Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the matters in paragraph*[s]* 5 *[and 6]* above.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**BMRP Principles Request Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP PRINCIPLES REQUEST VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.5 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Principles Request Validity Notice.

4. The BMRP Principles Request Criterion has been met.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**BMRP Principles Review Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP PRINCIPLES REVIEW NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.8 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Principles Review Notice.

4. The following BMRP Principles Review Trigger has occurred: ***[●]***.

5. The BMRP Principles Review Response Deadline is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**BMRP Principles Review Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP PRINCIPLES REVIEW RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.9 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Principles Review Response Notice in relation to the BMRP Principles Review Notice dated ***[●]***.

4. We enclose the following Supporting Information which we wish you to take account of in undertaking the BMRP Principles Review: ***[●]***.

5. ***[We propose that the BMRP Principles Review Trigger should be addressed as follows: [●].]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**BMRP Principles Review Outcome Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP PRINCIPLES REVIEW OUTCOME NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.12 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Principles Review Outcome Notice.

4. We ***[enclose a]/[set out the following]*** summary of the outcome of the BMRP Principles Review[:***[●]***.]. ***[The BMRP Principles Review Proposals are as follows: [●].]***

5. ***[We enclose a summary of the reasons for determining that it is not possible to effect any BMRP Mechanism Amendment (or combination of BMRP Mechanism Amendments) in a manner which complies with all of the BMRP Principles. We consider that the following BMRP Principles will be complied with by virtue of the BMRP Mechanism Amendments being effected: [●].]***

6. The BMRP Principles Review Implementation Date is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Year-Ahead Switch Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]*****l**

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – YEAR-AHEAD SWITCH NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 3.1 of Part A of Annex 4 (*BMRP*).

3. This is a Year-Ahead Switch Notice.

4. The Year-Ahead Switch Effective Date shall be: ***[●]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**BMRP Dispute Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP DISPUTE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 4.1 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP ***[Annual Review]/[Principles Review]*** Dispute Notice.

4. The subject matter of the Dispute is ***[●]***. The issues to be resolved are ***[●]***.

5. The ***[Condition]/[paragraph]*** to which the Dispute relates is ***[●]***.

6. We consider the correct position is ***[●]***. Our reasons for this are ***[●]***.

7. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

8. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is ***[●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**BMRP Dispute Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – BMRP DISPUTE VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 4.3 of Part A of Annex 4 (*BMRP*).

3. This is a BMRP Dispute Validity Notice in relation to the BMRP Dispute Notice dated ***[●]***.

4. The BMRP Dispute Threshold Criterion has been met.

5. We propose that the Proposed BMRP Expert appointed be ***[●]***. We propose that *[s]*he be appointed on the following terms: ***[●]***. We believe that the Proposed BMRP Expert has the relevant expertise which qualifies ***[him]/[her]*** to determine the relevant BMRP Dispute for the following reasons: ***[●]***.

6. We enclose a Consolidation Notice in relation to the BMRP Dispute.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**IMRP Principles Request Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP PRINCIPLES REQUEST NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.2 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Principles Request Notice.

4. We believe the calculation of the Intermittent Market Reference Price does not comply with the following IMRP Principle*[s]*: ***[●]***.

5. ***[We propose that the non-compliance with the IMRP Principle[s] should be addressed as follows: [●].]***

6. We enclose the following Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the matters in paragraph*[s]* 5 *[and 6]* above.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**IMRP Principles Request Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
**[Unique reference number:** ***[●]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP PRINCIPLES REQUEST VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.5 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Principles Request Validity Notice.

4. The IMRP Principles Request Criterion has been met.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**IMRP Principles Review Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP PRINCIPLES REVIEW NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.8 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Principles Review Notice.

4. The following IMRP Principles Review Trigger has occurred: ***[●]***.

5. The IMRP Principles Review Response Deadline is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**IMRP Principles Review Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP PRINCIPLES REVIEW RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.9 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Principles Review Response Notice in relation to the IMRP Principles Review Notice dated ***[●]***.

4. We enclose the following Supporting Information which we wish you to take account of in undertaking the IMRP Principles Review.

5. ***[We propose that the IMRP Principles Review Trigger should be addressed as follows: [●].]***

Yours faithfully,

.....
For and on behalf of
the **Generator**

**IMRP Principles Review Outcome Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP PRINCIPLES REVIEW OUTCOME NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.12 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Principles Review Outcome Notice.

4. We ***[enclose a]/[set out the following]*** summary of the outcome of the IMRP Principles Review[: ***[●]***]. ***[The IMRP Principles Review Proposals are as follows: [●].]***

5. ***[We enclose a summary of the reasons for determining that it is not possible to effect any IMRP Mechanism Amendment (or combination of IMRP Mechanism Amendments) in a manner which complies with all of the IMRP Principles. We consider that the following IMRP Principles will be complied with by virtue of the IMRP Mechanism Amendments being effected: [●].]***

6. The IMRP Principles Review Implementation Date is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**IMRP Dispute Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP DISPUTE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.1 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Dispute Notice.

4. The subject matter of the Dispute is ***[●]***. The issues to be resolved are ***[●]***.

5. The ***[Condition][paragraph]*** to which the Dispute relates is ***[●]***.

6. We consider the correct position is ***[●]***. Our reasons for this are ***[●]***.

7. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

8. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is ***[●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**IMRP Dispute Validity Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – IMRP DISPUTE VALIDITY NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.3 of Part A of Annex 5 (*IMRP*).

3. This is an IMRP Dispute Validity Notice in relation to the IMRP Dispute Notice dated ***[●]***.

4. The IMRP Dispute Threshold Criterion has been met.

5. We propose that the Proposed IMRP Expert appointed be ***[●]***. We propose that ***[s]***he be appointed on the following terms: ***[●]***. We believe that the Proposed IMRP Expert has the relevant expertise which qualifies ***[him]/[her]*** to determine the relevant IMRP Dispute for the following reasons: ***[●]***.

6. We enclose a Consolidation Notice in relation to the IMRP Dispute.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**FMS Proposals Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
**[Unique reference number:** ***[●]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FMS PROPOSALS NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.1 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an FMS Proposals Notice.

4. ***[We consider that we (and the Facility) will or are reasonably likely to comply with the FMS Exemption Criteria.]***

5. Our Generator FMS Proposals ***[(including our proposals in respect of FMS Exempted Procedures)]*** are as follows: ***[●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**FMS Proposals Response Notice**

**To:** ***[●]*** **(**the **"Generator")**
**(Unique reference number: *[●]*]**

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FMS PROPOSALS RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 1.4 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an FMS Proposals Response Notice.

4. We (do not] consent to the Generator FMS Proposals set out in the FMS Proposals Notice dated ***[●]***. ***[Our reasons for not consenting to the Generator FMS Proposals are as follows: [●].]***

5. ***[We have not been provided with sufficient Supporting Information to determine whether to consent to the Generator FMS Proposals. [We require the following FMS Proposals Supporting Information: [●].]]***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**FMS Audit Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – FMS AUDIT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 3.2 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an FMS Audit Notice.

4. We ***[intend]/[nominate [●]]*** to exercise the FMS Audit Right.

5. The date by which you must, in accordance with paragraph 3.2 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), permit the exercise of the FMS Audit Right is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator FMS Exemption Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR FMS EXEMPTION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 4.2 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator FMS Exemption Notice.

4. We have determined that ***[we are]/[the Facility is]*** not complying with the FMS Exemption Criteria on the following basis: ***[●]***.

5. Our reasons for concluding that ***[we are]/[the Facility is]*** not complying with the FMS Exemption Criteria are as follows: ***[●]***.

6. We have determined that ***[we]/[the Facility]*** ceased to comply with the FMS Exemption Criteria from the following date: ***[●]***.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**CfD Counterparty FMS Exemption Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY FMS EXEMPTION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 4.3 of Part A of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a CfD Counterparty FMS Exemption Notice.

4. We have determined that ***[you are]/[the Facility is]*** not complying with the FMS Exemption Criteria on the following basis: ***[●]***.

5. Our reasons for concluding that ***[you are]/[the Facility is]*** not complying with the FMS Exemption Criteria are as follows: ***[●]***.

6. We have determined that ***[you]/[the Facility]*** ceased to comply with the FMS Exemption Criteria from the following date: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**SC Audit Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – SC AUDIT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 5.2 of Part C of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an SC Audit Notice.

4. We ***[intend]/[nominate [●]]*** to exercise the SC Audit Right.

5. The date by which you must, in accordance with paragraph 5.3 of Part C of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*), permit the exercise of the SC Audit Right is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**SC Amendments Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Address]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – SC AMENDMENTS NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 4.1 of Part D of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an SC Amendments Notice.

4. The SC Amendments are as follows: ***[●]***.

5. The SC Amendments Effective Date is ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**RWP Variation Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – RWP VARIATION NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 6.2 of Part E of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an RWP Variation Notice.

4. The revised Relevant Waste Proportion is: ***[●]***.

5. The RWP Variation Effective Date is: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CfD Counterparty SCiL Notice**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY SCIL NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition paragraph 2.1 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a CfD Counterparty SCiL Notice.

4. We ***[enclose]/[set out the following]*** reasonable details of the Sustainability Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, to occur or to become effective][: [●]].***

5. The ***[SCiL Effective Date]/[Expected SCiL Effective Date] is [●].***

6. We consider the Notified Change in Law ***[constitutes]/[will constitute]*** a Sustainability Change in Law for the following reasons: ***[●]***.

7. ***[We consider that the Notified Change in Law will give rise to or result in SCiL Operating [Costs]/[Savings].]***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator SCiL Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.2 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator SCiL Response Notice in relation to the CfD Counterparty SCiL Notice dated ***[●]***.

4. ***[We consider that the Notified Change in Law [constitutes]/[will constitute] a Sustainability Change in Law.]/[We do not consider that the Notified Change in Law [constitutes]/[will constitute] a Sustainability Change in Law and enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.]***

5. ***[We agree with the [SCiL Effective Date]/[Expected SCiL Effective Date] specified in the CfD Counterparty SCiL Notice.]/[We do not agree with the [SCiL Effective Date]/[Expected SCiL Effective Date] specified in the CfD Counterparty SCiL Notice and we consider the [SCiL Effective Date]/[Expected SCiL Effective Date] to be [●].]***

6. ***[We consider that the Notified Change in Law will give rise to or result in SCiL Operating [Costs]/[Savings]. Our good faith estimate of the SCiL Operating [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such SCiL Operating [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

7. We enclose Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 64.3 and the Reasonable and Prudent Standard.

8. We enclose a Directors' Certificate certifying the matters specified in paragraph 2.4 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator SCiL Response Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL RESPONSE NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.6 of Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator SCiL Response Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator SCiL Response Notice dated [●]]/[Revised Generator SCiL Response Information received from you on [●].]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator SCiL Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.8 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator SCiL Notice.

4. We ***[enclose]/[set out the following]*** reasonable details of the Sustainability Change in Law which we consider ***[has been implemented, occurred or become effective]/[is shortly to be implemented, occur or become effective][: [●]].***

5. The ***[SCiL Effective Date]/[Expected SCiL Effective Date]*** is ***[●]***.

6. We consider that the Notified Change in Law ***[constitutes]/[will constitute]*** a Sustainability Change in Law for the following reasons: ***[●]***. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.

7. ***[We consider that the Notified Change in Law will give rise to or result in SCiL Operating [Costs]/[Savings]. Our good faith estimate of the SCiL Operating [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such SCiL Operating [Costs]/[Savings] are [●]. We enclose Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***

8. We enclose Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 64.3 and the Reasonable and Prudent Standard.

9. We enclose a Directors' Certificate certifying the matters specified in paragraph 2.9 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator SCiL Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 2.11 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator SCiL Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator SCiL Notice dated [●]]/[Revised Generator SCiL Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**CfD Counterparty SCiL True-Up Notice**

**To:** ***[●]*** **(**the **"Generator")**
**[Unique reference number:** ***[●]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – CFD COUNTERPARTY SCIL TRUE-UP NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition paragraph 5.1 of Part F of Annex 7 *(FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*.

3. This is a CfD Counterparty SCiL True-Up Notice in relation to ***[identify relevant Qualifying Change in Law]***.

4. We hereby require you to confirm the SCiL True-Up Information.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator SCiL True-Up Response Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – SCIL TRUE-UP RESPONSE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 5.3 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is an SCiL True-Up Response Notice in response to the CfD Counterparty SCiL True-Up Notice dated ***[●]***.

4. We enclose the SCiL True-Up Information.

5. We confirm that ***[we have not recovered (and are not entitled to recover) any amount pursuant to Conditions 64.5 and 64.7]/[we have recovered the amount of [●] pursuant to Conditions 64.5 and 64.7].***

6. We enclose the following Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the information contained in or enclosed with this notice.

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator SCiL True-Up Response Notice Information Request**

**To:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**From:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL TRUE-UP RESPONSE NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 5.6 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency)*.

3. This is a Generator SCiL True-Up Response Notice Information Request.

4. We require the following Supporting Information in relation to the ***[Generator SCiL True-Up Response Notice dated [●]]/[Revised Generator SCiL True-Up Response Information received from you on [●]]: [●].***

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**Generator SCiL True-Up Notice**

**To:** ***[●]*** **(**the **"CfD Counterparty")**
***[Address]***

**From:** ***[●]*** **(**the **"Generator")**
***[Unique reference number: [●]]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL TRUE-UP NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the CfD Counterparty and us as the Generator (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 5.8 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

3. This is a Generator SCiL True-Up Notice in relation to ***[identify Sustainability Change in Law]***.

4. We enclose the SCiL True-Up Information.

5. We confirm that ***[we have not recovered (and are not entitled to recover) any amount pursuant to Conditions 64.5 and 64.7]/[we have recovered the amount of [●] pursuant to Conditions 64.5 and 64.7].***

6. We enclose such Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of our conclusions in respect of paragraph 5.8 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency*).

7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Generator**

**Generator SCiL True-Up Notice Information Request**

**To:** ***[●]*** *(the* ***"Generator")***
***[Unique reference number: [●]]***

**From:** ***[●]*** *(the* ***"CfD Counterparty")***
***[Address]***

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – GENERATOR SCIL TRUE-UP NOTICE INFORMATION REQUEST**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to paragraph 5.11 of Part F of Annex 7 (*FMS arrangements, Sustainability Criteria, RQM Calculation Methodology and ACT Efficiency).*

3. This is a Generator SCiL True-Up Notice Information Request.

4. We require the following Supporting Information in relation to the [Generator SCiL True-Up Notice dated ***[●]***/[Revised Generator SCiL True-Up Information received from you on ***[●]***]: ***[●]***.

Yours faithfully,

.....
For and on behalf of the **CfD Counterparty**

**PSR Audit Notice**

**To:** ***[●]*** **(***the* **"Generator")**

**[Unique reference number: [●]]**

**From:** ***[●]*** **(the "CfD Counterparty")**

**[Address]**

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – PSR AUDIT NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 32A.8

3. This is a PSR Audit Notice.

4. [We]/[***[●]***, nominated by us in accordance with Condition 32A.8(A), intend to exercise the PSR Audit Right.

5. The date by which you must, in accordance with Condition 32A.8(B), permit the exercise of the PSR Audit Right, is ***[●]***.

Yours faithfully,

……..

For and on behalf of

the **CfD**

**Counterparty**

**PSR Non-compliance Notice**

**To:** ***[●]*** **(**the **"Generator")**

**[Unique *reference* number: [●]]**

**From:** ***[●]*** **(*the* "CfD Counterparty")**

**[Address]**

**Dated:** ***[●]***

**CONTRACT FOR DIFFERENCE – PSR NON-COMPLIANCE NOTICE**

Dear Sirs,

1. We refer to the agreement dated ***[●]*** between you as the Generator and us as the CfD Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.

2. We further refer you to Condition 32A.4.

3. This is a PSR Non-compliance Notice.

4. We consider that you have not complied with the Physical Separation Requirement because [●].

5. We enclose the following Supporting Information which we consider to evidence your failure to comply with the Physical Separation Requirement.

Yours faithfully,

……..

For and on behalf of

the **CfD**

**Counterparty**

## Annex 9
## Hybrid Metering – Transition and Amendment

***Hybrid Metering Physical Transition Date***

1. The Generator shall, no later than ten (10) Business Days after the Hybrid Metering Approval Date, notify the CfD Counterparty of its expected Hybrid Metering Physical Transition Date (the "**Expected Physical Transition Date**"), which shall fall on a date no earlier than six (6) months after the Hybrid Metering Approval Date.

2. From the Hybrid Metering Approval Date, the Generator shall use reasonable endeavours to fulfil or procure the fulfilment of all of the following conditions (the "**Hybrid Metering Conditions**") as soon as reasonably practicable, and in any event before the Hybrid Metering Longstop Date:

   2.1 Delivery to the CfD Counterparty of evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Information and Monitoring System installed is suitable, correctly installed and capable of providing reliable data;

   2.2 Delivery to the CfD Counterparty of evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the Information and Monitoring System Data is transferred in a consistent, structured and transparent manner; and

   2.3 Delivery to the CfD Counterparty of evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, that the cyber security standard of the Information and Monitoring System Data is in accordance with a Reasonable and Prudent Standard.

3. The CfD Counterparty may agree by notice to the Generator to waive the fulfilment of any of the Hybrid Metering Conditions. Conditions 65 (*No waiver*) and 66 (*Consents*) shall apply to any waiver given by the CfD Counterparty pursuant to this paragraph 3.

4. The Generator shall ensure that the Hybrid Metering Physical Transition Date occurs on the Expected Physical Transition Date and in any case, no earlier than the date falling six (6) months after the Hybrid Metering Approval Date.

5. The Generator shall notify the CfD Counterparty, as soon as reasonably practicable:

   5.1 and in any case, prior to the initially notified Expected Physical Transition Date, if there is any change to the Expected Physical Transition Date; and

   5.2 if the Hybrid Metering Physical Transition Date does not occur on the Expected Physical Transition Date.

6. The Generator shall notify the CfD Counterparty on the Hybrid Metering Physical Transition Date, that such date has occurred and the Related Facility Capacity.

7. Where the Hybrid Metering Physical Transition Date occurs after the Start Date:

7.1 within the Hybrid Metering Commissioning Window, the Generator shall give the CfD Counterparty a notice (a "**Hybrid Metering Conditions Notice**") on the date the Generator considers all Hybrid Metering Conditions have been satisfied and include such Supporting Information as is reasonably necessary to evidence the fulfilment of the Hybrid Metering Conditions;

7.2 within ten (10) Business Days of receiving a Hybrid Metering Conditions Notice, the CfD Counterparty may request the Generator to provide, within twenty (20) Business Days, any Supporting Information it considers necessary to assess whether the Hybrid Metering Conditions have been fulfilled;

7.3 the CfD Counterparty shall, no later than ten (10) Business Days after the receipt of (i) a Hybrid Metering Conditions Notice and (ii) any Supporting Information requested under paragraph 7.2, give a notice (a "**Hybrid Metering Conditions Response Notice**") to the Generator specifying either:

(A) all of the Hybrid Metering Conditions have been fulfilled or waived, in which case the date of the Hybrid Metering Conditions Response Notice shall be the "**Hybrid Metering Implementation Date**"; or

(B) one or more of the Hybrid Metering Conditions have not been fulfilled and if so, identifying such Hybrid Metering Conditions.

***Suspension of payment***

7.4 From the earlier of (i) the Expected Physical Transition Date (as revised under paragraph 5.1 from time to time) and (ii) the Hybrid Metering Transition Date, to the Hybrid Metering Implementation Date, without prejudice to Condition 3.32, the CfD Counterparty may elect to suspend payment of any Net Payable Amounts which would otherwise be payable by the CfD Counterparty to the Generator, provided that, prior to effecting any such suspension, the CfD Counterparty shall notify the Generator of: (a) its intention to suspend payment of any such Net Payable Amounts; and (b) the date from which it proposes to effect such suspension.

7.5 After the Hybrid Metering Implementation Date, the CfD Counterparty shall pay any amounts to the Generator which would have been payable but for the operation of paragraph 7.4. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 7.5.

***Revocation of approval***

8. Where the Hybrid Metering Physical Transition Date does not occur within six (6) months after the Hybrid Metering Approval Date (or by such later date as agreed between the Parties), the CfD Counterparty's approval of the relevant Hybrid Metering Notice shall be revoked and cease to be effective. For the avoidance of doubt, following such revocation:

(A) there shall (subject to sub-paragraph (B)) be deemed no longer to be a Hybrid Metering Approval Date; and

(B) the Generator may submit a new Hybrid Metering Notice following such revocation notwithstanding this paragraph 8(B).

***Amendment to the Related Facility***

9. The Generator may, at any time after the Hybrid Metering Approval Date, give notice to the CfD Counterparty requesting approval of an amendment or expansion to the Approved Related Facility (a "**Related Facility Amendment Notice**"). A Related Facility Amendment Notice shall:

9.1 include the Generator's proposal for an amended Adjusted Facility Description, including sufficient information to identify:

(A) the Facility;

(B) the existing Approved Related Facility;

(C) the existing Related Facility (to the extent that it, contrary to Condition 31.1(G), differs from the Approved Related Facility);

(D) the existing Related Facility Capacity;

(E) the proposed revised Approved Related Facility, differentiating between Merchant Capacity Assets and any Related Facility CfD Assets, and the revised Estimated Related Facility Capacity;

(F) the location of any Facility BM Units and relevant metering equipment of the Facility and proposed revised Approved Related Facility; and

(G) the Generator's expected date of implementing the revised Adjusted Facility Description (the "**Expected Adjusted Facility Description Amendment Date**"),

and be accompanied by a Directors' Certificate in relation to the information contained in and enclosed with the Related Facility Amendment Notice.

10. Within forty (40) Business Days of the Related Facility Amendment Notice, the CfD Counterparty may request the Generator to provide, within twenty (20) Business Days, any Supporting Information it considers necessary to assess the Related Facility Amendment Notice.

11. The CfD Counterparty shall, no later than forty (40) Business Days after the receipt of (i) the Related Facility Amendment Notice and (ii) any Supporting Information requested under paragraph 10, give a notice to the Generator to specify whether the Related Facility Amendment Notice has been approved or rejected in accordance with paragraph 13.

12. The CfD Counterparty shall approve the Related Facility Amendment Notice if:

12.1 the Related Facility Amendment Notice relates only to a change in the designation of Merchant Capacity Assets and Related Facility CfD Assets within the Approved Related Facility; or

12.2 it is satisfied that the revised Adjusted Facility Description will not impact its conclusion under Condition 89.4.

13. The revised Adjusted Facility Description shall replace the existing Adjusted Facility Description and the revised Approved Related Facility shall become the Approved Related Facility:

13.1 where the Related Facility Amendment Notice is approved before the Hybrid Metering Physical Transition Date, on the date of such approval; and

13.2 where the Related Facility Amendment Notice is approved after the Hybrid Metering Physical Transition Date, the date on which the revised Adjusted Facility Description is implemented, provided that:

(A) such implementation shall occur on or around the Expected Adjusted Facility Description Amendment Date; and

(B) prior to such implementation, the Generator demonstrates to the CfD Counterparty's reasonable satisfaction that the Hybrid Metering Conditions have been fulfilled in relation to the revised Approved Related Facility.

14. The Generator shall notify the CfD Counterparty, as soon as reasonably practicable:

14.1 and in any case, prior to the initially notified Expected Adjusted Facility Description Amendment Date, if there is any change to the Expected Adjusted Facility Description Amendment Date; and

14.2 if the revised Adjusted Facility Description is not implemented on the Expected Adjusted Facility Description Amendment Date.