

DPA SCHEDULE [●]: EQUITY GAIN SHARE

Note: This document is intended to be read alongside the Dispatchable Power Agreement Business Model Summary and Consultation (April 2022) and is subject to the “Disclaimer” within it.

Part 1 Introduction

1. APPLICATION OF THIS SCHEDULE¹

1.1 This Schedule (which shall include the provisions of the DPA which are referred to in Paragraph 1.4 of this Part 1) shall be binding upon, and shall enure for the benefit, of:

- (A) the Original Parties;
 - (B) the Gain Share Acceding Parties; and
 - (C) the respective lawful transferees and successors of each of them,
- (each a "**Party**" and together the "**Parties**").

1.2 This Schedule shall remain effective and binding until the date falling two (2) years after the Specified Expiry Date (the "**Equity Gain Share Term**") provided that the expiry, lapse or termination of this Schedule shall not affect the continued existence and validity of, and the continuing rights and obligations of, each Party under or in respect of:

- (A) any outstanding payment obligations or payment procurement obligations;
- (B) Paragraph 4 (*Equity Gain Share: Security and Enforcement*); and
- (C) *[to be considered whether any other provisions should continue beyond the date referred to in Paragraph 1.2].*

1.3 The only provisions of the DPA which apply to, are binding on and are enforceable by the Gain Share Acceding Parties are those set out in, or which are stated to be incorporated into, this Schedule. For the avoidance of doubt, all other provisions of the DPA shall not apply to, be binding on or be enforceable by the Gain Share Acceding Parties and such parties shall have no other rights or remedies in respect of such provisions, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed.

¹ Note to Reader: the terms set out in this Schedule remain subject to further review and amendment by BEIS.

1.4 The following provisions of the DPA shall be incorporated into this Schedule and shall apply to each Gain Share Acceding Party as if they were set out in this Schedule:²

- (A) Part 10 (*Dispute Resolution*);
- (B) Condition 47 (*No Waiver*);
- (C) Condition 48 (*Consents*);
- (D) Condition 52 (*Severability*);
- (E) Condition 54 (*Confidentiality*);
- (F) Condition 55 (*Announcements*);
- (G) Condition 56 (*Freedom of Information*);
- (H) Condition 60 (*No partnership*);
- (I) Condition 64 (*Further assurance*);
- (J) Condition 66 (*No variation*);
- (K) Condition 67 (*Counterparts*);
- (L) Condition 68 (*Governing law and jurisdiction*);
- (M) Condition 69 (*Agent for service of process*); and
- (N) Condition 70 (*Language*).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Where a term is defined in both this Schedule [●] and in the DPA, the definition in this Schedule shall apply instead of the definition in the DPA.

2.2 Person through which a Qualifying Economic Interest is held

Any reference in this Schedule to a person through which a Qualifying Economic Interest which is the subject of a Relevant Sale is held shall be construed as a reference to the

² Note to Reader: these references and the boiler plate provisions in Paragraphs 13 to 16 of this Schedule are subject to further review by BEIS.

person through which the Economic Interest in HoldCo is held to which the relevant Qualifying Economic Interest which is the subject of the Relevant Sale relates.

Part 2
Equity Gain Share

1. EQUITY GAIN SHARE: GENERAL

1.1 Introduction

Each of the Generator, HoldCo, the TopCos and the Investors intends that the DPA Counterparty shall be entitled to receive sums under this Part 2 calculated by reference to:

- (A) the Available Cash Flow and Deemed Available Cash Flow; and
- (B) the proceeds of the sale of Qualifying Economic Interests (on a TopCo Tranche by TopCo Tranche basis),

in each case as and when the Equity IRR Threshold is reached.

1.2 Gain Share: No double counting of cash

In the event of a Relevant Sale, there shall be no double counting for the purposes of any Sale Gain Share of cash in, or cash which has been deemed to be in, the Generator in respect of which a Project Gain Share Amount has previously been calculated, and in the event of a subsequent Project Gain Share calculation there shall be no double counting for that purpose of cash or deemed cash in respect of which a Sale Gain Share has previously been calculated.

2. EQUITY GAIN SHARE: PROJECT GAIN SHARE PROVISIONS

2.1 Preliminary Equity IRR Report

- (A) No later than [forty (40)] Business Days after each Project Gain Share Calculation Date, the Generator shall provide the DPA Counterparty with a written report in respect of the Project Gain Share Calculation Period ending immediately prior to the relevant Project Gain Share Calculation Date, satisfying the requirements of Paragraph 2.1(C).
- (B) If the report referred to in Paragraph 2.1(A) is not provided in respect of any Project Gain Share Calculation Period on or by the date referred to in that Paragraph:
 - (i) the DPA Counterparty may obtain at the Generator's cost and expense an opinion from an independent expert as to the Equity IRR (which opinion shall be final and binding on the Parties in the absence of fraud or manifest error) for the Project Gain Share Calculation Period that would otherwise have been covered by the relevant Preliminary Equity IRR Report and that opinion shall be treated as the Equity IRR Report for the relevant Project

Gain Share Calculation Period and used in the determination of the amounts payable to the DPA Counterparty under Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*);

- (ii) no Preliminary Equity IRR Report or separate or further Equity IRR Report shall be required for this purpose;
- (iii) the Generator shall provide the independent expert with such information and assistance as the independent expert may reasonably request for the purposes referred to in Paragraph 2.1(B)(i);
- (iv) the DPA Counterparty shall provide a copy of any independent expert's final opinion obtained by it pursuant to Paragraph 2.1(B)(i) to the Generator as soon as reasonably practicable; and
- (v) the DPA Counterparty may suspend payment of any amounts which would otherwise be payable by the DPA Counterparty to the Generator under the DPA in any period during which the Generator is in breach of the obligation set out in Paragraph 2.1(A).

(C) Each Preliminary Equity IRR Report shall:

- (i) be prepared at the cost and expense of the Generator;
- (ii) be prepared using the most up-to-date data available to the Generator at the time of its preparation;
- (iii) be substantially in the form and with the content set out at Annex 10 (*Form of Preliminary Equity IRR Report*) of this Schedule and be accompanied by the Information referred to in Paragraph 2.1(D);
- (iv) set out in reasonable detail the Available Cash Flow in respect of the relevant Project Gain Share Calculation Period;
- (v) give reasons in reasonable detail for the retention of any amounts retained by the Generator as referred to in Paragraph (A)(ii) of the definition of "Available Cash Flow" in Annex 1 of this Schedule together with reasonable details of the amounts so retained and the calculation thereof;
- (vi) contain confirmation that there has been no failure to perform or comply with one or more of the Equity Gain Share Rules or, if such an event has occurred, full details of such failure and the consequences thereof, including the amount and calculation of any resultant Deemed Available Cash Flow;
- (vii) contain confirmation that there has been no failure to perform or comply with the Contracting Policy or, if such an event has occurred, full details of

such failure and the consequences thereof, including the amount and calculation of any resultant Related Party Discount Amount;

- (viii) set out, in reasonable detail, all Project Cash Flows and Real Project Cash Flows in respect of the relevant Project Gain Share Calculation Period including the dates on which each such cash flow was received or paid, or is forecast to be received or paid;
- (ix) set out, in reasonable detail, the calculation of the Equity IRR for the Project Gain Share Calculation Period ending immediately prior to the relevant Project Gain Share Calculation Date (taking into account, among other things, the information referred to in Paragraph 2.1(C)(viii)) as at the Project Gain Share Calculation Date relating to that Project Gain Share Calculation Period;
- (x) specify whether, and the extent to which, the Equity IRR as at such Project Gain Share Calculation Date exceeds the Equity IRR Threshold;
- (xi) contain full details of the administrative costs and expenses of the Generator incurred since the immediately preceding Project Gain Share Calculation Date and of the administrative costs and expenses that it forecasts it will incur, in each case in respect of this Schedule [●]; and
- (xii) contain full details of any Distribution which has been made, and any proposed Distribution which is to be made, by the Generator to HoldCo and by HoldCo to each TopCo and the Project Gain Share Amount to be paid to the DPA Counterparty consequent upon the Project Cash Flows in relation to the relevant Project Gain Share Calculation Period, including the amount and calculation thereof, and the Generator's estimate of the Project Gain Share Due Date.

(D) Each Preliminary Equity IRR Report shall be accompanied by:

- (i) a Directors' Certificate from the directors of the Generator in relation to the Information contained in, or enclosed with, the Preliminary Equity IRR Report;
- (ii) the Equity IRR Model which shall include details of the cash flows from the Generator (including the Available Cash Flow) and the calculation of the amount available for distribution by the Generator and the Project Gain Share Amount (if any);
- (iii) copies of:
 - (a) the then latest audited accounts of the Generator covering at least three-fifths (3/5th) of the five (5) year period immediately prior to the last day of the relevant Project Gain Share Calculation Period;

- (b) the then latest management accounts of the Generator covering the balance of the relevant Project Gain Share Calculation Period which is not covered by the latest audited accounts provided pursuant to Paragraph 2.1(D)(iii)(a) above;
 - (c) a reconciliation statement against each of the latest audited accounts and the latest management accounts of the Generator; and
 - (d) any other Supporting Information, in reasonable detail, which the Generator considers to be relevant to the matters which are the subject of the Preliminary Equity IRR Report, for the relevant Project Gain Share Calculation Period;
- (iv) a certificate from the Auditors addressed to the DPA Counterparty confirming the statements made in the Preliminary Equity IRR Report, certifying the audited accounts and management accounts provided pursuant to Paragraphs 2.1(D)(iii)(a) and 2.1(D)(iii)(b) above, and certifying the Available Cash Flow, Deemed Available Cash Flow [and Equity IRR] in respect of such Project Gain Share Calculation Period together with computations in reasonable detail in support; and
 - (v) an update of the Equity IRR Report(s) for earlier Project Gain Share Calculation Period(s) correcting the Equity IRR calculation thereunder solely for the dates in accordance with the Subsequent ACF Correction.
- (E) The DPA Counterparty may, by notice to the Generator during the thirty (30) Business Day period after receipt of the Preliminary Equity IRR Report, request the Generator to provide to the DPA Counterparty such Supporting Information in relation to the Preliminary Equity IRR Report (a "**Further Equity IRR Information Request**") as the DPA Counterparty reasonably requires.
 - (F) If the DPA Counterparty gives a Further Equity IRR Information Request to the Generator, the Generator shall within thirty (30) Business Days of such request, or such longer period, if any, as is agreed between the DPA Counterparty and the Generator (each acting reasonably), prepare and deliver such further Supporting Information to the DPA Counterparty, together with a Directors' Certificate and a certificate from the Auditors in relation to the Supporting Information provided in response to such Further Equity IRR Information Request.
 - (G) The DPA Counterparty shall, within ninety (90) Business Days after receipt of the Preliminary Equity IRR Report or, if it has given a Further Equity IRR Information Request to the Generator, within ninety (90) Business Days after receipt of the further Supporting Information requested in the relevant Further Equity IRR Information Request, notify the Generator whether or not it approves the matters which are the subject of the Preliminary Equity IRR Report and, where the DPA

Counterparty does not approve the matters which are the subject of the Preliminary Equity IRR Report, it shall give the Generator reasons in support.

- (H) If the DPA Counterparty does not notify the Generator whether or not it approves the matters which are the subject of a Preliminary Equity IRR Report within the ninety (90) Business Day period referred to in Paragraph 2.1(G), that Preliminary Equity IRR Report shall be deemed not to be agreed.

2.2 Disputes in relation to a Preliminary Equity IRR Report

- (A) If the Generator and the DPA Counterparty are not able to agree, or are deemed not to have agreed, the matters which are the subject of a Preliminary Equity IRR Report or related matters (including Supporting Information), either the Generator or the DPA Counterparty may refer the Dispute for determination by an Expert in accordance with the Expert Determination Procedure.
- (B) Until the Generator and the DPA Counterparty agree the matters which are the subject of a Preliminary Equity IRR Report or a Dispute in respect of it has been determined by an Expert in accordance with the Expert Determination Procedure, there shall be no Equity IRR Report in respect of the relevant Project Gain Share Calculation Date.

2.3 Equity IRR Report

Upon:

- (A) the DPA Counterparty notifying the Generator that it approves the matters which are the subject of a Preliminary Equity IRR Report;
- (B) the DPA Counterparty and the Generator agreeing the matters which are the subject of a Preliminary Equity IRR Report (and any amendments to that Preliminary Equity IRR Report being made in accordance with that agreement);
or
- (C) any Dispute (other than merely as to whether the Generator has submitted all the information required for a Preliminary Equity IRR Report) with respect to the matters which are the subject of a Preliminary Equity IRR Report being resolved or determined as provided in Paragraph 2.2 (*Disputes in relation to a Preliminary Equity IRR Report*) (and any amendments to the Preliminary Equity IRR Report being made in accordance with that resolution or determination),

the Preliminary Equity IRR Report (once delivered and as amended, if applicable) shall become the "**Equity IRR Report**" in respect of the relevant Project Gain Share Calculation Date. Without prejudice to the foregoing, each of the Generator and the DPA Counterparty acknowledges and agrees that it is its intention, and (subject and without prejudice to the Expert Determination Procedure) each such person shall use its reasonable endeavours to ensure, that there shall be an Equity IRR Report in respect of

a Project Gain Share Calculation Period before the date which is eighteen (18) months after the relevant Project Gain Share Calculation Date.

2.4 Project Gain Share with the DPA Counterparty

- (A) Where the Equity IRR (set out in the latest Equity IRR Report or in the latest report of the independent expert pursuant to Paragraph 2.1(B) (*Preliminary Equity IRR Report*)) is or falls below the Equity IRR Threshold, no Project Gain Share Amount shall be payable.
- (B) Where the Equity IRR (set out in the latest Equity IRR Report or in the latest report of the independent expert pursuant to Paragraph 2.1(B) (*Preliminary Equity IRR Report*)) exceeds the Equity IRR Threshold, the Generator shall pay to the DPA Counterparty a Project Gain Share Amount in an amount equivalent to thirty per cent. (30%) of the Available Cash Flow (including any Deemed Available Cash Flow) in excess of the Equity IRR Threshold, in all cases in accordance with Paragraph 2.4(C) and by the Project Gain Share Due Date.
- (C) Where Paragraph 2.4(B) applies, the DPA Counterparty shall elect by notice to, and after consultation with, the Generator:
 - (i) to receive any Project Gain Share Amount referred to in Paragraph 2.4(B), by way of a Series of Payments and/or a single lump sum payment made to the credit of the DPA Counterparty Designated Account; and
 - (ii) the relevant Project Gain Share Due Date(s) by which the Generator shall make such payment(s).
- (D) The Project Gain Share Amount shall be Discounted to Present Value as at the Project Gain Share Calculation Date using the Post-Tax Real Discount Rate.³
- (E) If the DPA Counterparty considers that payment of a Project Gain Share Amount due to the DPA Counterparty under this Paragraph 2.4 has not been made to the DPA Counterparty by the Project Gain Share Due Date:
 - (i) the DPA Counterparty shall notify the Generator within [one hundred and eighty (180)] Business Days after the relevant Project Gain Share Due Date; and
 - (ii) if the Generator agrees, or if an Expert determines in accordance with the Expert Determination Procedure, that there has been a failure to make payment of a Project Gain Share Amount, the Generator shall make that payment to the credit of the DPA Counterparty Designated Account

³ Note to Reader: the Post-Tax Real Discount Rate is to be set on a project by project basis.

(together with Default Interest thereon from the Project Gain Share Due Date to the actual date of payment).

3. EQUITY GAIN SHARE: SALE GAIN SHARE PROVISIONS

3A. Calculation of Economic Interests following a Relevant Sale

3A.1 Subject to Paragraph 3A.2, any calculation under this Schedule of the Economic Interests of any person in HoldCo following a Relevant Sale, or any calculation of the apportionment between, or of a portion or proportion of, or of the attribution of any amount to, a TopCo Tranche following a Relevant Sale, shall be made by reference to the direct or indirect shareholding of such person in HoldCo represented by such TopCo Tranche to which the Economic Interests in HoldCo referred to above relate.

3A.2 Where:

- (A) Economic Interests in a person forming part of a TopCo Tranche are the subject of a Relevant Sale and are of different types; and
- (B) each such type of Economic Interests is not held in the same proportion as the same type of Economic Interests held by each other holder of Economic Interests in that person which also form part of the same TopCo Tranche,

then such calculation shall be made by reference to the par value of the shares and the principal amount of shareholder loans plus any accrued, unpaid interest (or nearest equivalent in the case of other Economic Interests) directly or indirectly held in or (as applicable) made to HoldCo by such person.

3.1 Preliminary Sale IRR Report

- (A) No later than twenty (20) Business Days after completion of a Relevant Sale, the Responsible TopCo and (if party to this DPA) the Acquirer shall, and shall be jointly and severally liable to, calculate the Sale IRR(s) and provide the DPA Counterparty with a written report setting out:
 - (i) reasonable details of the Relevant Sale, including details of the seller, the Acquirer, the Qualifying Economic Interest which is the subject of the Relevant Sale, details of any new Tracked Person(s) as a result of the Relevant Sale, details of the relevant Investor and TopCo with which the Acquirer is or is to be Associated, the date of the Relevant Sale agreement, the date of completion of the Relevant Sale and the consideration received or receivable or potentially receivable;
 - (ii) if, as a result of the Relevant Sale, there is any change in the Economic Interests held by an Investor (including any Economic Interests held by any member of the Investor's Group and any of its Associated persons),

reasonable details of the division of Economic Interests between such Investor (or any such member or Associated person) and the Acquirer;

- (iii) the Sale IRR(s) and reasonable details of the calculation thereof;
 - (iv) any calculations and other Supporting Information, in reasonable detail, which the Responsible TopCo or the Acquirer considers to be relevant to the Preliminary Sale IRR Report; and
 - (v) confirmation that there has been no failure by the Responsible TopCo, the seller or any member of the TopCo Group of the Responsible TopCo, to comply with one or more of the Equity Gain Share Rules or the Contracting Policy, in each case as applicable to it, or, if such an event has occurred, full details of such failure and the consequences thereof, including the amount and calculation of any resultant change in the Divestment Proceeds or Investment Cost. For the avoidance of doubt, the DPA Counterparty shall be entitled to increase the Sale Gain Share Amount by any amount by which it has been reduced as a result of:
 - (a) any failure to comply with the Equity Gain Share Rules or the Contracting Policy; and/or
 - (b) any Avoidance Event or Abusive arrangement.
- (B) If the Responsible TopCo or the Acquirer does not provide the report referred to in Paragraph 3.1(A) within the period referred to in Paragraph 3.1(A):
- (i) the DPA Counterparty may obtain at the cost and expense of the Responsible TopCo or (if party to this DPA) the Acquirer an opinion from an independent expert as to the Sale IRR(s) (which opinion shall be final and binding on the Parties in the absence of fraud or manifest error) and that opinion shall be treated as the Sale IRR Report and used in the determination of the amounts payable to the DPA Counterparty under Paragraph 3.4 (*Sale Gain Share with the DPA Counterparty*);
 - (ii) no Preliminary Sale IRR Report or separate or further Sale IRR Report shall be required for this purpose;
 - (iii) the Responsible TopCo and the Acquirer shall provide the Expert with such information and assistance as it may reasonably request for the purposes referred to in Paragraph 3.1(B)(i); and
 - (iv) the DPA Counterparty shall provide a copy of any independent expert's final opinion obtained by it pursuant to Paragraph 3.1(B)(i) to the Responsible TopCo and the Acquirer as soon as reasonably practicable.
- (C) The Preliminary Sale IRR Report shall be accompanied by:

- (i) a Directors' Certificate from the directors of the Responsible TopCo and (if party to this DPA) the Acquirer in relation to the information contained in, or enclosed with, the Preliminary Sale IRR Report; and
 - (ii) a certificate from the Auditors addressed to the DPA Counterparty confirming the statements made in the Preliminary Sale IRR Report and certifying [the calculation of the Sale IRR] together with computations in reasonable detail in support.
- (D) The DPA Counterparty may, by notice to the Responsible TopCo during the thirty (30) Business Day period after receipt of the Preliminary Sale IRR Report, request the Responsible TopCo and (if party to this DPA) the Acquirer to provide to the DPA Counterparty such Supporting Information in relation to the Preliminary Sale IRR Report (a "**Further Sale IRR Information Request**") as the DPA Counterparty reasonably requires.
- (E) If the DPA Counterparty gives a Further Sale IRR Information Request to the Responsible TopCo, the Responsible TopCo and (if party to this DPA) the Acquirer shall within thirty (30) Business Days of such request, or such longer period, if any, as is agreed between the DPA Counterparty and the Responsible TopCo (each acting reasonably), prepare and deliver such further Supporting Information to the DPA Counterparty, together with a Directors' Certificate and a certificate from the Auditors in relation to the Supporting Information provided in response to such Further Sale IRR Information Request.
- (F) The DPA Counterparty shall, within thirty (30) Business Days after receipt of the Preliminary Sale IRR Report or, if it has given a Further Sale IRR Information Request to the Responsible TopCo, within thirty (30) Business Days after receipt of the further Supporting Information requested in the relevant Further Sale IRR Information Request, notify the Responsible TopCo whether or not it approves the matters which are the subject of the Preliminary Sale IRR Report and, where the DPA Counterparty does not approve the matters which are the subject of the Preliminary Sale IRR Report, it shall give the Responsible TopCo reasons in support.
- (G) If the DPA Counterparty does not notify the Responsible TopCo whether or not it approves the matters which are the subject of the Preliminary Sale IRR Report within the relevant thirty (30) Business Day period referred to in Paragraph 3.1(F), the Preliminary Sale IRR Report shall be deemed not to be agreed.

3.2 **Disputes in relation to a Preliminary Sale IRR Report**

- (A) If the Responsible TopCo and the DPA Counterparty are not able to agree, or are deemed not to have agreed, the matters which are the subject of a Preliminary Sale IRR Report or related matters (including Supporting Information), either the Responsible TopCo or the DPA Counterparty may refer the Dispute for

determination by an Expert in accordance with the Expert Determination Procedure.

- (B) Until the Responsible TopCo and the DPA Counterparty agree the matters which are the subject of a Preliminary Sale IRR Report or the Dispute in respect of it has been determined by an Expert in accordance with the Expert Determination Procedure, there shall be no Sale IRR Report.

3.3 Sale IRR Report

Upon:

- (A) the DPA Counterparty notifying the Responsible TopCo that it approves the matters which are the subject of a Preliminary Sale IRR Report;
- (B) the DPA Counterparty and the Responsible TopCo agreeing the matters which are the subject of a Preliminary Sale IRR Report (and any amendments to that Preliminary Sale IRR Report being made in accordance with that agreement); or
- (C) any Dispute (other than merely as to whether the Responsible TopCo or the Acquirer has submitted all the information required for a Preliminary Sale IRR Report) with respect to the matters which are the subject of a Preliminary Sale IRR Report being resolved or determined as provided in Paragraph 3.2 (*Disputes in relation to a Preliminary Sale IRR Report*) (and any amendments to the Preliminary Sale IRR Report being made in accordance with that resolution or determination),

the Preliminary Sale IRR Report (once delivered and as amended, if applicable) shall become the "**Sale IRR Report**" in respect of the Relevant Sale.

3.4 Sale Gain Share with the DPA Counterparty

- (A) Where the Sale IRR(s) (set out in the Sale IRR Report or in the report of the independent expert pursuant to Paragraph 3.1(B) (Preliminary Sale IRR Report)) exceeds the Equity IRR Threshold, the Responsible TopCo and (if party to this DPA) the Selling Shareholder, the Acquirer and the Acquirer's TopCo shall be jointly and severally liable in respect of each relevant TopCo Tranche (or portion thereof, as applicable), to pay to the credit of the DPA Counterparty Designated Account a Sale Gain Share Amount equivalent to thirty per cent. (30%) of the Threshold Excess Sale Proceeds, in all cases by the Sale Gain Share Due Date.
- (B) Where Paragraph 3.4(A) applies, the DPA Counterparty shall elect by notice to, and after consultation with, the Generator:
 - (i) to receive any Sale Gain Share Amount referred to in Paragraph 3.4(A), by way of a Series of Payments and/or a single lump sum payment made to the credit of the DPA Counterparty Designated Account; and

- (ii) the relevant Sale Gain Share Due Date(s) by which the Generator shall make such payment(s).
- (C) The Sale Gain Share Amount shall be Discounted to Present Value as at the Sale Gain Share Calculation Date using the Post-Tax Real Discount Rate.⁴
- (D) If any further consideration in respect of a Relevant Sale is received (which for these purposes shall include any further Distributions, or amounts in respect thereof, in respect of the Economic Interests which are the subject of the Relevant Sale and received by the Selling Shareholder as part of the consideration for the Relevant Sale), the Responsible TopCo and (if party to this DPA) the Selling Shareholder, the Acquirer and the Acquirer's TopCo shall be jointly and severally liable on each occasion after receipt of any such consideration to:
 - (i) recalculate the Sale IRR(s) set out in the Sale IRR Report or report of the independent expert pursuant to Paragraph 3.1(B) (*Preliminary Sale IRR Report*) to include such further consideration (as of the date of receipt of such further consideration but otherwise on the same basis as the original calculation); and
 - (ii) provide written details of the calculation to the DPA Counterparty,no later than ten (10) Business Days after such receipt.
- (E) The provisions of Paragraph 3.4(A) shall apply *mutatis mutandis* in respect of such recalculated Sale IRR(s), and if as a result, and after deducting payments previously made thereunder, an amount or additional amount becomes payable pursuant thereto, the Responsible TopCo and (if party to this DPA) the Selling Shareholder, the Acquirer and the Acquirer's TopCo shall pay, and shall be jointly and severally liable to pay, the same to the credit of the DPA Counterparty Designated Account no later than ten (10) Business Days after the provision of the details referred to in Paragraph 3.4(D) above. For the avoidance of doubt, no payment or repayment shall be due or payable by the DPA Counterparty under or pursuant to this Paragraph 3.4(E).
- (F) If the DPA Counterparty considers that any of the Responsible TopCo, the Selling Shareholder, the Acquirer or the Acquirer's TopCo has not paid a Sale Gain Share Amount due from it under this Paragraph 3 into the DPA Counterparty Designated Account by the Sale Gain Share Due Date or the date provided for under Paragraph 3.4(C), as applicable, then:

⁴ Note to Reader: the Discount Rate is to be set on a project by project basis.

- (i) the DPA Counterparty shall notify the Responsible TopCo within one hundred and eighty (180) Business Days after the DPA Counterparty first becomes aware of the failure to make such payment; and
- (ii) if the Responsible TopCo agrees that there has been a failure to make payment, or if an Expert so determines in accordance with the Expert Determination Procedure, then the Responsible TopCo and (if party to this DPA), the Selling Shareholder, the Acquirer and the Acquirer's TopCo shall forthwith make that payment to the credit of the DPA Counterparty Designated Account (together with Default Interest thereon from the due date for payment to the actual date of payment).

4. EQUITY GAIN SHARE: SECURITY AND ENFORCEMENT

4.1 Security

The Generator shall, no later than the twelfth (12th) anniversary of the first to occur of the Start Date and the last day of the Target Commissioning Window⁵, transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral to the DPA Counterparty in an aggregate amount equal to the Collateral Amount as security for the Secured Sums.

4.2 Provision of Collateral

All transfers or deliveries of any Acceptable Collateral pursuant to Paragraph 4.1 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 DPA Counterparty, to the credit of the Reserve Account;
- (B) in the case of a Letter of Credit, by a Qualifying Issuer issuing a Letter of Credit to the DPA Counterparty or its designee. Such transfer shall be deemed effective upon receipt by the DPA Counterparty or its designee from the Qualifying Issuer of the duly executed and issued Letter of Credit;
- (C) in the case of a Parent Company Guarantee, by the Guarantor duly executing a Parent Company Guarantee in favour of the DPA Counterparty or its designee. Such transfer shall be deemed effective upon receipt by the DPA Counterparty or its designee from the Guarantor of the duly executed and delivered Parent Company Guarantee; and
- (D) in the case of a Bond, by a Qualifying Bond Provider issuing a Bond to the DPA Counterparty or its designee. Such transfer shall be deemed effective upon

⁵ Note to Reader: this deadline for the provision of Acceptable Collateral applies to any DPA with a fifteen (15) year Term.

receipt by the DPA Counterparty or its designee from the Qualifying Bond Provider of the duly executed and issued Bond.

4.3 Transfers and custody of collateral

- (A) The Generator shall procure that any Acceptable Collateral (or any renewal or replacement thereof) provided pursuant to Paragraph 4.1:
- (i) shall be valid at least until the earlier of:
 - (a) the date which falls two (2) years after the Specified Expiry Date; and
 - (b) the date on which the Secured Sums have been fully paid by the Generator to the DPA Counterparty in accordance with Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*);
 - (ii) shall be accompanied by a notice from the Generator (a "**Letter of Credit Details Notice**", "**Parent Company Guarantee Details Notice**" and a "**Performance Bond Details Notice**", respectively). A Letter of Credit Details Notice, Parent Company Guarantee Details Notice and Performance Bond Details Notice shall specify:
 - (a) the identity and credit rating of the Qualifying Issuer, Guarantor or the Qualifying Bond Provider issuing the Letter of Credit, Parent Company Guarantee or the Performance Bond, respectively;
 - (b) the contact details for the Qualifying Issuer, Guarantor or the Qualifying Bond Provider (or their respective representatives or relationship managers); and
 - (c) without prejudice to Paragraphs 4.1 and 4.3(A)(i), the period of time during which the Letter of Credit, Parent Company Guarantee or Bond will remain in effect and (in respect of a Letter of Credit or Bond) the amount of credit to be provided which shall be no less than the Collateral Amount.
- (B) At least ten (10) Business Days prior to the date of expiry or cancellation of a Letter of Credit, Parent Company Guarantee or Bond, as the case may be, the Generator shall renew or procure the renewal of such Letter of Credit, Parent Company Guarantee or Bond 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, Parent Company Guarantee or Bond provided that Acceptable Collateral is still required, pursuant to the provisions of this Paragraph 4, after the date of expiry or cancellation of the current Letter of Credit, Parent Company Guarantee or Bond.

4.4 **Altering collateral**

- (A) 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 DPA Counterparty may give a notice to the Generator (a "**Collateral Correction Notice**"). A Collateral Correction Notice shall specify:
 - (i) 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
 - (ii) the amount by which the Posted Collateral is less than the Collateral Amount (a "**Deficient Collateral Amount**").
- (B) 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.
- (C) The Generator may, from time to time, and on giving the DPA Counterparty not less than ten (10) Business Days' notice, substitute any of the Posted Collateral with other Acceptable Collateral which shall not in any event be less than the Collateral Amount in aggregate.

4.5 **Letter of Credit Events, Bond Events and Guarantee Events**

- (A) If, at any time:
 - (i) an Insolvency Event occurs in relation to a Qualifying Issuer;
 - (ii) a Letter of Credit ceases to be in full force and effect or a Qualifying Issuer's obligations under a Letter of Credit are or become wholly or partly invalid or unenforceable or a Qualifying Issuer fails to comply promptly with any of its obligations pursuant to a Letter of Credit;
 - (iii) a Letter of Credit will expire; or
 - (iv) a Qualifying Issuer of a Letter of Credit ceases to be a Qualifying Issuer,(together, "**Letter of Credit Events**"), the Generator shall:
 - (a) where a Letter of Credit Event set out in Paragraph 4.5(A)(i), (ii) or (iv) occurs, give notice to the DPA Counterparty and procure the replacement of such Letter of Credit with Acceptable Collateral no later than ten (10) Business Days after the date on which the relevant Letter of Credit Event occurs; or

- (b) where a Letter of Credit will expire, extend the term of the then current Letter of Credit (or replace it with another Letter of Credit) [in each case with a validity period of not less than twelve (12) months,] no later than ten (10) Business Days prior to the expiry of the then current Letter of Credit.

(B) If, at any time:

- (i) an Insolvency Event occurs in relation to the Guarantor;
- (ii) the Parent Company Guarantee ceases to be in full force and effect or the Guarantor's obligations under the Parent Company Guarantee are or become wholly or partly invalid or unenforceable or the Guarantor fails to comply promptly with any of its obligations pursuant to the Parent Company Guarantee; or
- (iii) the Guarantor ceases to be a Qualifying Guarantor,

(together, "**Guarantee Events**"), the Generator shall give notice to the DPA Counterparty and procure the replacement of such Parent Company Guarantee with Acceptable Collateral no later than ten (10) Business Days after the date on which the relevant Guarantee Event occurs.

(C) If, at any time:

- (i) an Insolvency Event occurs in relation to a Qualifying Bond Provider;
- (ii) a Bond ceases to be in full force and effect or the Qualifying Bond Provider's obligations under the Bond are or become wholly or partly invalid or unenforceable or the Qualifying Bond Provider fails to comply promptly with any of its obligations pursuant to the Bond;
- (iii) a Bond will expire; or
- (iv) a Qualifying Bond Provider ceases to be a Qualifying Bond Provider,

(together, "**Bond Events**"), the Generator shall:

- (a) where a Bond Event set out in Paragraph 4.5(C)(i), (ii) or (iv) occurs, give notice to the DPA Counterparty and procure the replacement of such Bond with Acceptable Collateral no later than ten (10) Business Days after the date on which the relevant Bond Event occurs; or
- (b) where a Bond will expire, extend the term of the then current Bond (or replace it with another Bond) [in each case with a validity period of not less than twelve (12) months], no later than ten (10) Business Days prior to the expiry of the then current Bond.

- (D) If the Generator fails to procure replacement Acceptable Collateral in accordance with Paragraph 4.5(A), 4.5(B) or 4.5(C), the DPA Counterparty may demand payment pursuant to the Letter of Credit, Parent Company Guarantee and/or Bond respectively and shall hold any cash paid pursuant to the Letter of Credit, Parent Company Guarantee and/or Bond in a Reserve Account until such time as the Posted Collateral is substituted in accordance with this Paragraph 4.5.

4.6 Making a Posted Collateral Demand

- (A) The DPA Counterparty may make a demand under a Letter of Credit, Parent Company Guarantee and/or Bond procured by the Generator, or draw down on any cash amount in a Reserve Account (a "**Posted Collateral Demand**") in the following circumstances:
 - (i) the Generator fails to pay the relevant Project Gain Share Amount by the Project Gain Share Payment Deadline; or
 - (ii) the Generator fails to renew or extend, or procure the renewal or extension of, a Letter of Credit, a Parent Company Guarantee or a Bond in accordance with Paragraph 4.5 by the transfer or delivery of substitute Acceptable Collateral.
- (B) 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.
- (C) Where the Generator fails to renew or extend, or procure the renewal or extension of, a Letter of Credit, Parent Company Guarantee or a Bond in accordance with Paragraph 4.5 by the transfer or delivery of substitute Acceptable Collateral:
 - (i) the DPA Counterparty shall have the right, but not the obligation, to set off the Collateral Amount against any or all other amounts owing (whether or not matured, contingent or invoiced) by the DPA Counterparty to the Generator under the DPA. The right of set off shall be without prejudice and in addition to any other right to which the DPA Counterparty is otherwise entitled; and
 - (ii) the [TopCos] shall [jointly and severally] ensure that no Distributions are thereafter made by the Generator, HoldCo, or any of the TopCos for so long as the Generator fails to renew or extend, or procure the renewal or extension of, a Letter of Credit, Parent Company Guarantee or a Bond in accordance with Paragraph 4.5 by the transfer or delivery of substitute Acceptable Collateral.

4.7 Return of collateral

- (A) If the Generator has transferred or delivered, or procured the transfer or delivery of, Acceptable Collateral to the DPA Counterparty pursuant to the foregoing provisions in this Paragraph 4, and the Collateral Amount has been fully replaced or substituted with other Acceptable Collateral in accordance with this Paragraph 4, then, subject to Paragraph 4.6, the DPA Counterparty shall transfer the Posted Collateral back to the Generator no later than five (5) Business Days after the date on which the Generator replaces Acceptable Collateral in accordance with this Paragraph 4.
- (B) The DPA Counterparty shall transfer back the Posted Collateral:
 - (i) in the case of cash (together with any interest which has accrued on such cash held in a Reserve Account), 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
 - (ii) in the case of a Letter of Credit, Parent Company Guarantee or Bond, as the case may be, by surrendering, or procuring the surrender of, the relevant Letter of Credit, Parent Company Guarantee or Bond.
- (C) Without prejudice to Paragraph 4.6, the DPA 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 date on which the Parties agree, or it is determined pursuant to the Expert Determination Procedure under this Schedule, that all payment obligations under this Schedule have been fully discharged.

4.8 Enforcement Mechanism for Project Gain Share Provisions

Where the DPA Counterparty and the Generator agree or it is determined that a payment due to the DPA Counterparty pursuant to Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*) has not been made by the Project Gain Share Due Date:

- (A) [the TopCos] shall be [jointly and severally liable] to pay the outstanding amount to the DPA Counterparty no later than five (5) Business Days after such agreement or determination (the "**Project Gain Share Payment Deadline**"); and
- (B) if payment of the outstanding amount is not made by the Project Gain Share Payment Deadline then, at the DPA Counterparty's election:
 - (i) the DPA Counterparty may suspend payment of any amounts which would otherwise be payable by the DPA Counterparty to the Generator under the DPA in any period during which the Generator is in breach of such payment obligation;

- (ii) the [TopCos] shall [jointly and severally] ensure that no Distributions are thereafter made by the Generator, HoldCo, or any of the TopCos for so long as such payment is outstanding;
- (iii) the DPA Counterparty shall be entitled to draw on all of the Acceptable Collateral given by the Generator to recover the relevant Secured Sums pursuant to Paragraph 4.6; and/or
- (iv) the DPA Counterparty shall have the right, but not the obligation, to set off the relevant Project Gain Share Amount against any or all other amounts owing (whether or not matured, contingent or invoiced) by the DPA Counterparty to the Generator under the DPA. The right of set off shall be without prejudice and in addition to any other right to which the DPA Counterparty is otherwise entitled.

4.9 Enforcement Mechanism for Sale Gain Share Provisions

Where the DPA Counterparty and the Responsible TopCo agree or it is determined that a payment due to the DPA Counterparty pursuant to Paragraph 3.4 (*Sale Gain Share with the DPA Counterparty*) has not been made by the Sale Gain Share Due Date or the date provided for under Paragraph 3.4(B) (*Sale Gain Share with the DPA Counterparty*), as applicable:

- (A) the Responsible TopCo(s) or (if party to this DPA) the Selling Shareholder, the Acquirer or the Acquirer's TopCo shall pay, or procure the payment of, the outstanding amount due to the DPA Counterparty no later than five (5) Business Days after such agreement or determination (the "**Sale Gain Share Payment Deadline**"); and
- (B) if payment of the outstanding amount is not made by the Sale Gain Share Payment Deadline then, at the DPA Counterparty's election:
 - (i) the DPA Counterparty may suspend payment of any amounts which would otherwise be payable by the DPA Counterparty to the Generator under the DPA in any period during which the Generator is in breach of such payment obligation;
 - (ii) the [TopCos] shall [jointly and severally] ensure that no Distributions are thereafter made by the Generator, HoldCo or any of the TopCos for so long as such payment is outstanding; and/or
 - (iii) the DPA Counterparty shall have the right, but not the obligation, to set off the relevant Sale Gain Share Amount against any or all other amounts owing (whether or not matured, contingent or invoiced) by the DPA Counterparty to the Generator under the DPA. The right of set off shall be without prejudice and in addition to any other right to which the DPA Counterparty is otherwise entitled.

4.10 Remedies in respect of failure to comply with Equity Gain Share Rules and Protective Provisions

The DPA Counterparty's rights and remedies in respect of a failure by a Party to comply with the Equity Gain Share Rules and/or the Protective Provisions, in each case as applicable to it, shall be limited to:

- (A) such failure being taken into consideration for the purposes of the definitions in Annex 1 (*Definitions and Interpretation*) of "Deemed Available Cash Flow", "Divestment Proceeds", and "Investment Cost", as appropriate, and the rights and remedies which arise in connection therewith as set out in Paragraphs 2 (*Equity Gain Share: Project Gain Share Provisions*), 3 (*Equity Gain Share: Sale Gain Share Provisions*) and 4 (*Equity Gain Share: Security and Enforcement*);
- (B) where such failure to comply is agreed or determined to take the form of an act or omission which is designed to or a main purpose of which is to:
 - (i) avoid the application of Paragraph 3 (*Equity Gain Share: Sale Gain Share Provisions*) to a disposal of Economic Interests being a Relevant Sale, deeming such disposal to be a Relevant Sale (and, for the avoidance of doubt, for this purpose, a Relevant Sale shall include a deemed Relevant Sale); or
 - (ii) avoid a transferee of Economic Interests in HoldCo being a Tracked Person, deeming such transferee to be a Tracked Person (and, for the avoidance of doubt, for this purpose, a Tracked Person shall include a deemed Tracked Person); and
- (C) equitable rights and remedies (including specific performance and injunctive relief),

and the DPA Counterparty shall have no other rights or remedies in respect of any such failure to comply.

4.11 Remedies in respect of failure to comply with the Gain Share provisions

The DPA Counterparty's rights and remedies in respect of a failure to make a payment due to the DPA Counterparty pursuant to Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*) by the Project Gain Share Payment Due Date or due to the DPA Counterparty pursuant to Paragraph 3.4 (*Sale Gain Share with the DPA Counterparty*) by the Sale Gain Share Payment Due Date shall be limited to:

- (A) in the case of Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*), the rights and remedies set out in Paragraphs 4.6 (*Making a Posted Collateral Demand*) and 4.8 (*Enforcement Mechanism for Project Gain Share Provisions*), together with equitable rights and remedies (including specific performance and injunctive relief); and

- (B) in the case of Paragraph 3.4 (*Sale Gain Share with the DPA Counterparty*), the rights and remedies set out in Paragraph 4.9 (*Enforcement Mechanism for Sale Gain Share Provisions*), together with equitable rights and remedies (including specific performance and injunctive relief),

and the DPA Counterparty shall have no other rights or remedies in respect of any such failure.

4.12 Remedies in respect of failure to comply with the Contracting Policy

The DPA Counterparty's rights and remedies in respect of a failure by a Party to comply with the Contracting Policy (which shall include a failure of a Party to comply with Paragraph 8 (*Contracting Policy*) but which shall not include a failure by an Investor to comply with Paragraph 5.1(C) (*Unconditional Investor undertakings*)) shall be limited to:

- (A) the agreement or determination of any Related Party Discount Amount for the purposes of the agreement or determination of any Gain Share Amount;
- (B) the express rights and remedies of the DPA Counterparty set out in this Schedule arising out of the agreement or determination of any Related Party Discount Amounts and/or Discount Amounts and/or Daily Discount Amounts, as referred to in paragraph (A) above; and
- (C) equitable rights and remedies (including specific performance and injunctive relief),

and the DPA Counterparty shall have no other rights or remedies in respect of any such failure to comply.

4.13 Remedies in respect of security and enforcement

The DPA Counterparty's rights and remedies pursuant to this Paragraph 4 are cumulative and not exclusive of any rights or remedies provided by law.

5. EQUITY GAIN SHARE: UNDERTAKINGS

5.1 Unconditional Investor undertakings

Each Investor undertakes to the DPA Counterparty as follows:

- (A) ***Avoidance Events:***

Without prejudice to any claim of the DPA Counterparty to a Gain Share Amount or additional Gain Share Amount attributable to any Avoidance Event or its consequences, it shall procure that none of the TopCos through which the Investor and/or its Associated persons hold an Economic Interest in HoldCo or any of its or their respective Tracked Persons enter into or facilitate or participate,

whether directly or indirectly, in any Avoidance Event and, promptly on becoming aware of any Avoidance Event, it shall inform the DPA Counterparty and provide it with full details thereof in writing;

(B) **Abusive arrangements:**

Without prejudice to any claim of the DPA Counterparty to a Gain Share Amount or additional Gain Share Amount attributable to any Abusive arrangement or its consequences, it shall procure that none of the TopCos through which the Investor and/or its Associated persons hold an Economic Interest in HoldCo or any of its or their respective Tracked Persons enter into or facilitate or participate, whether directly or indirectly, in any Abusive arrangements and, promptly on becoming aware of any Abusive arrangements, it shall inform the DPA Counterparty and provide it with full details thereof in writing. An arrangement is "**Abusive**" if it is an arrangement the entering into or carrying out of which cannot reasonably be regarded as a reasonable course of action in relation to the gain share provisions set out in Part 2 (*Equity Gain Share*) (including the determination of the Gain Share Amounts due to the DPA Counterparty) having regard to all the circumstances including:

- (i) whether the substantive results of the arrangements are consistent with any principles on which those gain share provisions are based (whether express or implied);
- (ii) whether the means of achieving those results involves one or more contrived or abnormal steps; and
- (iii) whether the arrangements are intended to exploit any shortcomings in those provisions.

(C) **Contracting Policy:**

It shall comply, and shall procure compliance by each member of the HoldCo Group and each of the TopCos through which the Investor and/or its Associated persons hold an Economic Interest in HoldCo, with the Contracting Policy;

(D) **Group structure:**

It shall comply, and shall procure compliance by the TopCo through which it and/or its Associated persons hold an Economic Interest in HoldCo, with the structure set out in the Investment Structure Chart;

(E) **Accession and transfers:**

It shall comply, and shall procure that:

(i) the TopCo through which it and/or its Associated persons hold an Economic Interest in HoldCo; and

(ii) each of its or their respective Tracked Persons,

complies with the procedure set out in Paragraph 9 (*Changes to the Parties*) to the extent that such procedures apply to the relevant person(s); and

(F) **Stapling:**

It shall not, and it shall procure that:

(i) the TopCo through which it and/or its Associated persons hold an Economic Interest in HoldCo; and

(ii) any of its or their respective Tracked Persons,

shall not effect or seek to effect a sale or transfer in respect of its Economic Interests in HoldCo unless a pro rata amount of all such Economic Interests is comprised within the sale or transfer. For this purpose:

(a) shares or other securities or other equity, partnership or ownership interests shall be taken at their par value;

(b) loans, loan capital and other debt instruments shall be taken at their principal amount plus accrued, unpaid interest; and

(c) other Economic Interests shall be taken at the nearest equivalent to that in paragraphs (a) and (b) above.

5.2 **Conditional Investor undertakings**

Each Investor undertakes to the DPA Counterparty as follows for so long as it, or its Ultimate Investor, as the case may be, has, and/or any of its Tracked Persons and/or Associated persons have, an Economic Interest in HoldCo:

(A) **Information:** it shall promptly provide the DPA Counterparty with reasonable details on the transfer of any Economic Interest in HoldCo by it or any of its Tracked Persons, including details of the seller, the Transferee, the Economic Interest transferred, the relevant Investor and TopCo with which the Transferee is or is to be Associated, any new Tracked Person(s) as a result of the transfer, the date of the agreement to transfer, the date of completion of the transfer and the consideration received, receivable or potentially receivable and, if applicable, details of the division of Economic Interests in HoldCo between it and the Transferee; and

- (B) **Audit:** it shall procure the timely provision to the DPA Counterparty of the Auditors' certificate referred to in Paragraph 2.1(D)(iv) (*Preliminary Equity IRR Report*) and shall provide the Auditors (or shall procure that the Auditors are provided) with all Information necessary for the purposes of their issuing the certificate with the required confirmations and certifications.

5.3 Related Party Transactions

Each Investor irrevocably, permanently and unconditionally waives in full (and each Investor shall procure that each member of its Group and each of its Tracked Persons which is a counterparty to any member of the HoldCo Group with respect to a Related Party Transaction, irrevocably, permanently and unconditionally waives in full) any and all of its rights, powers, interests or claims in respect of the relevant Related Party Transaction if and to the extent that it is agreed or determined pursuant to the Contracting Policy that such Related Party Transaction fails to comply with the Agreed Principles.

6. EQUITY IRR MODEL

6.1 Description of the Equity IRR Model

The Equity IRR Model shall:

- (A) set out (including for each TopCo Tranche which, in turn, it shall identify), as applicable:
- (i) the Investment Cost;
 - (ii) the Divestment Proceeds;
 - (iii) the costs of procuring Acceptable Collateral pursuant to this Schedule [●] **6**;
 - (iv) the Available Cash Flow and the Deemed Available Cash Flow;
 - (v) the Project Cash Flow;
 - (vi) the Equity IRR;
 - (vii) any Project Gain Share;
 - (viii) the Sale Cash Flow;
 - (ix) the Sale IRR;

⁶ Note to Reader: the cost of any additional collateral to be completed on a project-specific basis.

- (x) any Sale Gain Share; and
 - (xi) full details of any Distribution which has been made, and any proposed Distribution which is to be made, to HoldCo and by HoldCo to each TopCo.
- (B) be based on the management accounts of the Generator, each prepared in accordance with generally accepted accounting principles, and shall reconcile to such principles;
 - (C) show how the Generator (notionally) distributes the Available Cash Flow and how HoldCo (notionally) distributes the Available Cash Flow to each TopCo Tranche;
 - (D) store and identify any previous cash flows (including with respect to each TopCo Tranche) from any previous Equity IRR Model;
 - (E) calculate the costs of procuring Acceptable Collateral pursuant to this Schedule [●];
 - (F) carry out Nominal calculations for the purposes of the Equity IRR Threshold;
 - (G) calculate and set out the Distribution required to achieve the Equity IRR Threshold (including for each TopCo Tranche) in the next succeeding Project Gain Share Calculation Period; and
 - (H) reconcile figures to the latest then available audited financial statements of the Generator.

6.2 Revision of the Equity IRR Model

- (A) The Generator shall submit a revised draft of the Equity IRR Model to the DPA Counterparty:
 - (i) no later than 31 March in each year of the Term; and
 - (ii) if necessary to correct any issues of compatibility of the Equity IRR Model with supporting hardware or software (including the relevant operating programme) or to ensure that the Equity IRR Model remains compliant with this Schedule.
- (B) The Equity IRR Model shall not be revised save as set out in this Paragraph 6 or as otherwise expressly provided for in this Schedule.
- (C) Wherever it is required that the Equity IRR Model be revised by the Generator pursuant to Paragraph 6.2(A), the Generator shall prepare a revised draft of the Equity IRR Model (a "**Draft Revised Equity IRR Model**") and provide a copy of the same to the DPA Counterparty, together with a covering paper identifying all of the assumptions, values, line items or rows which have been modified or any

other changes that have been made and setting out the Generator's reasons for doing so, in each case in reasonable detail.

- (D) Any Draft Revised Equity IRR Model shall:
- (i) be prepared at the cost and expense of the Generator (failing which, at the joint and several cost and expense of the TopCos);
 - (ii) be, to the extent reasonably possible, in substantially the same form as the Equity IRR Model applicable immediately prior to the relevant revision;
 - (iii) be compatible with supporting hardware and software (including the operating programme on which the Equity IRR Model is based);
 - (iv) correct any errors identified in any previous version of the Equity IRR Model;
 - (v) be compliant with this Schedule and its requirements;
 - (vi) be prepared using the most up-to-date data available to the Generator at the time of preparation of such Draft Revised Equity IRR Model; and
 - (vii) in the case of each revision required under Paragraph 6.2(A), be accompanied by an Accountant's Report.
- (E) Each Draft Revised Equity IRR Model shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Draft Revised Equity IRR Model.
- (F) The DPA Counterparty may, by notice to the Generator on one occasion within [sixty (60)] Business Days, or such other period, if any, as is agreed in writing between the DPA Counterparty and the Generator (each acting reasonably), after receipt of a Draft Revised Equity IRR Model, request the Generator to provide the DPA Counterparty such Supporting Information in relation to that Draft Revised Equity IRR Model (a "**Draft Equity IRR Model Information Request**") as the DPA Counterparty reasonably requires.
- (G) If the DPA Counterparty gives a Draft Equity IRR Model Information Request to the Generator, the Generator shall, within [sixty (60)] Business Days, or such other period, if any, as is agreed in writing between the DPA Counterparty and the Generator (each acting reasonably), after receipt of the request, prepare and deliver such further Supporting Information to the DPA Counterparty, together with a Directors' Certificate in relation to the Supporting Information provided in response to such Draft Equity IRR Model Information Request.
- (H) The DPA Counterparty may after receipt of a Draft Revised Equity IRR Model or, if it has given a Draft Equity IRR Model Information Request to the Generator,

after receipt of the further Supporting Information requested in the relevant Draft Equity IRR Model Information Request, notify the Generator that it does not agree with the matters which are the subject of the Draft Revised Equity IRR Model and may give the Generator reasons in support.

- (I) Without prejudice to Paragraph 6.2(K), if the DPA Counterparty notifies the Generator that it does not agree with the matters which are the subject of a Draft Revised Equity IRR Model or related matters including Supporting Information, the Generator may submit an amended Draft Revised Equity IRR Model to the DPA Counterparty.
- (J) Without prejudice to the provisions of Paragraph 2.2 (*Disputes in relation to a Preliminary Equity IRR Report*) and Paragraph 3.2 (*Disputes in relation to a Preliminary Sale IRR Report*), the Draft Revised Equity IRR Model (once delivered and as amended, pursuant to Paragraph 6.2(I) if applicable) shall become the "**Equity IRR Model**" for the purposes of this Schedule.
- (K) Nothing in this Paragraph 6.2 (*Revision of the Equity IRR Model*) shall require the DPA Counterparty to specify that the DPA Counterparty approves the matters which are the subject of the Preliminary Equity IRR Report.

6.3 **Custody of the Equity IRR Model**

- (A) Whenever the Equity IRR Model is revised pursuant to this Paragraph 6, the Generator shall, as soon as reasonably practicable:
 - (i) arrange for the revised Equity IRR Model to be recorded electronically; and
 - (ii) deliver an electronic copy and a copy on an electronic storage device formatted ready for printing (in the case of a copy on an electronic storage device, to be delivered only in respect of the revision required under Paragraph 6.2(A)(i) (*Revision of the Equity IRR Model*)) of the revised Equity IRR Model to the DPA Counterparty.
- (B) Each of the Generator and the DPA Counterparty shall retain a copy of the Equity IRR Model, as revised from time to time. In the event of any discrepancy between the Equity IRR Model that is held by the DPA Counterparty and the copy held by the Generator, the copy held by the DPA Counterparty (in its original form as delivered to the DPA Counterparty) shall, in the absence of manifest error, prevail.
- (C) Each Party shall have the right to inspect and audit the Equity IRR Model at their own cost at all reasonable times.
- (D) Save as expressly provided in this Schedule, the costs of custody arrangements with the DPA Counterparty shall be met by the Generator.

6.4 Conflict involving the Equity IRR Model

- (A) In the event of any discrepancy between the Equity IRR Model and any provision of this Schedule, the provisions of this Schedule shall prevail.
- (B) Any changes to the Equity IRR Model not effected in accordance with this Schedule shall be of no effect for the purposes of this Schedule.

Part 3
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7. REPRESENTATIONS AND WARRANTIES

Each of HoldCo, the TopCos, the Investors and the Ultimate Investors represents and warrants (for itself) to the DPA Counterparty that, as at the Agreement Date (or, where relevant, the Accession Date), the following are true, accurate and not misleading:

(A) **Status:**

It:

- (i) is a limited liability company, duly incorporated and validly existing under the laws of England (or, in the case of the Ultimate Investors and the Investors it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation); and
- (ii) has the power to own its assets and carry on its business as contemplated by the Transaction Documents to which it is a party.

(B) **Power and authority:**

It 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 Transaction Documents to which it is a party and the transactions contemplated by the Transaction Documents to which it is a party.

(C) **Enforceability:**

The obligations expressed to be assumed by it pursuant to the Transaction Documents to which it is a party 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 it of, and the transactions contemplated by the Transaction Documents to which it is a party do 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 the Transaction 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 on its payment obligations under this Schedule.

(E) ***No requirement to deduct or withhold:***

It 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 another Party pursuant to the Transaction Documents to which it is a party.

8. CONTRACTING POLICY

Each of the Generator, HoldCo and the TopCos undertakes to the DPA Counterparty to comply with the Contracting Policy, in each case to the extent applicable to it, it being acknowledged that the DPA Counterparty's rights and remedies in respect of any failure by any such Party to comply with the Contracting Policy are as referred to in Paragraph 4.12 (*Remedies in respect of failure to comply with the Contracting Policy*).

Part 4
MISCELLANEOUS

9. CHANGES TO THE PARTIES

9.1 Restrictions on Transfers

Save as expressly permitted by this Paragraph 9 or (in respect of the Generator) Condition 63.6 (*Permitted assignment by the Generator*) of the DPA or (in respect of the DPA Counterparty) Conditions 63.2 to 63.4 of the DPA, no Party may:

- (A) assign to any person all or any of its rights or benefits under this Schedule; or
- (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 this Schedule; or
- (C) transfer (whether by way of novation, subcontract, delegation or otherwise) to any person or enter into an arrangement whereby any person is to perform any or all of its obligations under this Schedule,

("Transfer") without the prior written consent of the other Parties.

9.2 General Principle

The Parties acknowledge and agree that:

- (A) shareholdings as between an Investor and/or the TopCo through which the Investor and/or its Associated persons hold an Economic Interest in HoldCo, and the Generator shall be arranged and maintained in accordance with the Investment Structure Chart, and Economic Interests in HoldCo must be held by or through a TopCo;
- (B) a Tracked Person must at all times either be a member of the same Group as, or otherwise have attributed to it, an Investor and a TopCo; and
- (C) transfers and issues of Economic Interests in HoldCo shall be structured and effected so as to comply with the requirements of this Paragraph 9.

9.3 Sale of Economic Interests in HoldCo by a TopCo

- (A) Notwithstanding Paragraph 9.1 (*Restrictions on Transfers*) but subject to Paragraphs 5.1(F) (*Unconditional Investor undertakings*) and 9.2 (*General Principle*) and paragraph 11 (*Stapling*) of Annex 3 (*Equity Gain Share Rules*) of this Schedule, a TopCo may transfer all or part of its Economic Interests in HoldCo provided that prior to, and as a condition of, such transfer the Transferor TopCo and the Investor which hold (and/or whose Associated persons hold) their

Economic Interests in HoldCo through the Transferor TopCo shall jointly and severally procure that:

- (i) if not already a Party as a TopCo, the Transferee TopCo shall execute and deliver a Deed of Accession and become a Party as a TopCo;
- (ii) if a new Investor is to be introduced with respect to, and at the same time as, the Transferee TopCo, the Transferee Investor shall [be a Mixed Company and shall] execute and deliver a Deed of Accession and become a Party as an Investor;
- (iii) if not already Associated with an Investor, the Transferee TopCo shall become Associated with an Investor, provided that if Paragraph 9.3(A)(ii) applies, the Transferee TopCo shall be Associated with such Transferee Investor and notice shall be given to the DPA Counterparty accordingly;
- (iv) the DPA Counterparty shall receive (in form and substance satisfactory to it, acting reasonably) all of the documents and other evidence listed in Annex 2 (*Accession Conditions Precedent*) of this Schedule in relation to the Transferee TopCo and any Transferee Investor.

(B) Following:

- (i) completion of the transfer of all or part of the TopCo's Economic Interests in HoldCo;
- (ii) the satisfaction of all the conditions referred to in Paragraph 9.3(A); and
- (iii) the satisfaction or discharge in full of all obligations and liabilities of:
 - (a) the Transferor TopCo;
 - (b) if Paragraph 9.3(A)(ii) applies, the Investor referred to in paragraph (2) below (including in its capacity as a Responsible Investor);

in each case, outstanding under or pursuant to the Transaction Documents as at the date of such completion in respect of the Economic Interests in HoldCo so transferred, the DPA Counterparty shall provide a release of:

- (1) the Transferor TopCo; and
- (2) if Paragraph 9.3(A)(ii) applies and the Investor Associated with the Transferor TopCo no longer has an Economic Interest in HoldCo, such Investor,

in each case from all its (or, as the case may be, their respective) obligations in respect of the Economic Interests in HoldCo so transferred.

9.4 Sale of Economic Interests in or above a TopCo

(A) Notwithstanding Paragraph 9.1 (*Restrictions on Transfers*) but subject to Paragraphs 5.1(F) (*Unconditional Investor undertakings*) and 9.2 (*General Principle*), a holder of Economic Interests in HoldCo (other than those persons who satisfy the Threshold Test or any person to which Paragraph 9.3 (*Sale of Economic Interests in HoldCo by a TopCo*) applies) may transfer all or part of its Economic Interests in HoldCo provided that prior to and as a condition of such transfer the Investor and TopCo through which such person holds its (and/or its Associated persons hold their) Economic Interests in HoldCo shall jointly and severally procure that:

(i) if a new Investor is to be introduced with respect to, and at the same time as, the transferee, the Transferee Investor shall [be a Mixed Company and shall] execute and deliver a Deed of Accession and become a Party as an Investor;

(ii) if not already Associated with:

(a) an Investor, the transferee shall become Associated with an Investor provided that, if Paragraph 9.4(A)(i) applies, the transferee shall be Associated with such Transferee Investor; and

(b) a TopCo, the transferee shall be Associated with a TopCo,

and notice shall be given to the DPA Counterparty accordingly; and

(iii) the DPA Counterparty shall receive (in form and substance satisfactory to it) all of the documents and other evidence listed in Annex 2 (*Accession Conditions Precedent*) of this Schedule in relation to the Transferee Investor.

(B) If Paragraph 9.4(A)(i) applies, following:

(i) completion of the transfer of all or part of the transferor's Economic Interests in HoldCo;

(ii) the satisfaction of all the conditions referred to in Paragraph 9.4(A); and

(iii) the satisfaction or discharge in full of all obligations and liabilities of the Investor Associated with the transferor outstanding under or pursuant to the Transaction Documents as at the date of such completion in respect of the Economic Interests in HoldCo so transferred,

the DPA Counterparty shall provide a release of such Investor from all its obligations in respect of the Economic Interests in HoldCo so transferred and

which are now held by the Transferee Investor and/or persons Associated with the Transferee Investor.

9.5 **Issues of new Economic Interests below TopCos**

Subject to Paragraph 9.2 (*General Principle*), either of HoldCo or a TopCo (each, an "**Issuing Entity**") may issue new Economic Interests provided that prior to, and as a condition of, any such issue the Issuing Entity, the TopCo (if it is not the Issuing Entity) and Investor which hold their (and/or whose Associated persons hold their) Economic Interests in or through such Issuing Entity shall jointly and severally procure that:

- (A) if a new TopCo is to be introduced with respect to and at the same time as the issue of new Economic Interests, the Transferee TopCo shall [be a Mixed Company and shall] execute and deliver a Deed of Accession and become a Party as a TopCo;
- (B) if a new Investor is to be introduced with respect to and at the same time as the issue of new Economic Interests, the Transferee Investor shall execute and deliver a Deed of Accession and become a Party as an Investor;
- (C) if not already Associated with an Investor, the Transferee TopCo shall become Associated with an Investor, provided that if Paragraph 9.5(B) applies, the Transferee TopCo shall be Associated with such Transferee Investor and the DPA Counterparty shall be notified accordingly; and
- (D) the DPA Counterparty shall receive (in form and substance satisfactory to it, acting reasonably) all of the documents and other evidence listed in Annex 2 (*Accession Conditions Precedent*) of this Schedule in relation to any Transferee TopCo and Transferee Investor.

9.6 **Issues of new Economic Interests in or above TopCos**

Subject to Paragraph 9.2 (*General Principle*), any TopCo and any direct or indirect shareholder in a TopCo (other than those persons who satisfy the Threshold Test) may issue new Economic Interests provided that prior to and as a condition of any such issue the TopCo and Investor through which such shareholder holds its (and/or whose Associated persons hold their) Economic Interests shall jointly and severally procure that:

- (A) if a new Investor is to be introduced with respect to and at the same time as the issue of new Economic Interests, the Transferee Investor shall [be a Mixed Company and shall] execute and deliver a Deed of Accession and become a Party as an Investor;
- (B) if not already Associated with an Investor and a TopCo, the person(s) to whom such new Economic Interests are issued shall become Associated with an Investor and a TopCo, provided that if Paragraph 9.6(A) applies, the person(s)

to whom such new Economic Interests are issued shall be Associated with such Transferee Investor and the DPA Counterparty shall be notified accordingly; and

- (C) the DPA Counterparty shall receive (in form and substance satisfactory to it, acting reasonably) all of the documents and other evidence listed in Annex 2 (*Accession Conditions Precedent*) of this Schedule in relation to any Transferee Investor.

10. ACCESSION COSTS

- (A) Each Party shall bear all costs and expenses incurred by it in connection with the accession by any Party to this DPA, including all costs and expenses incurred in connection with the negotiation, preparation, execution, performance and carrying into effect of, and compliance with the terms of the Deed of Accession and this DPA.

- (B) Paragraph 10(A) is subject to any provision of any Transaction Document to which that person is a Party which expressly provides for any Party to bear the costs and expenses of any other Party (or to pay or reimburse or indemnify any other Party 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 that Party in relation to the relevant matter.

17. PAYMENT DISRUPTION EVENT

17.1 Relief due to Payment Disruption Event

Subject to Paragraph 17.2 (*Conditions to Payment Disruption Event relief*), 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 this Schedule, for:

- (A) any failure to pay (or delay in paying) to any other Party any sum due and payable pursuant to this Schedule (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 replacement of) Acceptable Collateral in accordance with this Schedule, or any delay in doing so,

(such obligations "**PDE Obligations**") in each case if and to the extent that such failure is directly attributable to the occurrence and continuance of such Payment Disruption Event.

17.2 Conditions to Payment Disruption Event relief

The PDE Affected Party's relief from liability pursuant to Paragraph 17.1 (*Relief due to Payment Disruption Event*) is subject to and conditional upon:

- (A) the PDE Affected Party giving notice promptly to the other Parties 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 this Schedule in any way that is reasonably practicable; and
 - (iii) to pay the sum due and payable immediately upon cessation of the Payment Disruption Event.

18. NOTICES

18.1 Form of Notices

Any notice to be given pursuant to or in connection with this Schedule or any other Transaction Document, shall be effective only if it is in writing and is in English. For the purposes of this Schedule, faxes are not permitted and, unless otherwise expressly stated, website publication is not permitted, but email and submission to the DPA Counterparty's electronic portal are permitted.

18.2 Notice Details

The address and (where such communication is expressly permitted by email) email address, and the department or officer (if any) for whose attention the notice is to be made, of each Party for any notice to be given under or in relation to this Schedule is:

- (A) set out in the relevant Deed of Accession, in the case of each Gain Share Acceding Party;
- (B) set out in Condition 62 of the DPA, in the case of the Generator and the DPA Counterparty; and
- (C) set out as follows for all other Original Parties:
 - (i) [●].

18.3 General provisions as to Notices

Condition 62 of the DPA shall apply as if set out in full in this Schedule.

19. SET-OFF

The DPA Counterparty may set off any matured obligation due by the Generator, HoldCo, a TopCo, (including in its capacity as a Responsible TopCo) or an Investor to the DPA Counterparty pursuant to the DPA against any matured obligation owed by the DPA Counterparty to such person (but not any other of those persons).

20. ENTIRE AGREEMENT

- (A) This DPA (comprising this Schedule), together with the DPA Documents and other Transaction Documents (as applicable), 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 DPA (comprising this Schedule), the DPA Documents and the other Transaction Documents.

- (B) Each Party acknowledges that in entering into this DPA (comprising this Schedule), 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 DPA (comprising this Schedule), any DPA Document or any other Transaction Document made or given by or on behalf of any other Party at any time prior to the Agreement Date or Accession Date (as applicable), whether made negligently or innocently, other than as expressly set out in the DPA (comprising this Schedule), any DPA Document or any other Transaction Document.

- (C) Nothing in this Paragraph 20 shall limit or exclude liability for fraud.

ANNEX 1

DEFINITIONS AND INTERPRETATION⁷

1. DEFINITIONS

1.1 In this Schedule:

"Abusive" has the meaning given to that term in Paragraph 5.1(B);

"Acceptable Collateral" means:

- (a) a Letter of Credit;
- (b) a Bond;
- (c) a Parent Company Guarantee; and/or
- (d) a cash amount (in pounds) transferred to the credit of a Reserve Account;

"Accession Conditions Precedent" means the conditions precedent set out in Annex 2 (*Accession Conditions Precedent*) of this Schedule;

"Accession Date" means, in relation to any person who is not an Original Party, the date on which that person acceded to the DPA by executing a Deed of Accession;

"Accountant's Report" means, in respect of the Equity IRR Model, a report of factual findings from an Auditor, prepared in accordance with International Standard on Related Services (ISRS) 4400 Engagements to Perform Agreed-Upon Procedures Regarding Financial Information published by the International Auditing and Assurance Standards Board (or any replacement standard) and confirming:

- (a) (i) that the Project Cash Flows for the most recent Project Gain Share Calculation Period have been correctly extracted and adjusted from all relevant information including that referred to in Paragraph 2.1(D) (*Preliminary Equity IRR Report*);
- (ii) if the Equity IRR Model includes Sale Cash Flows, that the Sale Cash Flows have been correctly extracted and adjusted from all relevant information (including sale documentation); and
- (iii) that any non-Generator cash flows specified in the Equity IRR Model agree back to source documentation (including investment cost documentation, investment disposal documentation or credit support costs documentation);
- (b) that the figures for the Project Cash Flows specified in the Equity IRR Model agree back to the relevant Project Cash Flow figures for the previous Project Gain Share Calculation Period and (where relevant) Sale Cash Flows associated with the

⁷ Note to Reader: certain of the following definitions will need to reviewed and conformed with the equivalent definitions in the final version of the DPA.

relevant TopCo Tranche or TopCo Tranches which are the subject of the Relevant Sale specified in the Equity IRR Model, agree back to the Project Cash Flows attributable to each relevant TopCo Tranche;

- (c) that the calculation of the Gain Share Amounts set out in the Equity IRR Model is arithmetically accurate and has been computed in accordance with the requirements of this Schedule;
- (d) that, in the case of a Sale Gain Share calculation, the determination of the TopCo Tranches as set out in the Equity IRR Model is arithmetically accurate and has been derived in accordance with the definition thereof; and
- (e) the arithmetical accuracy of calculations set out in the Equity IRR Model;

"Acquirer" means, in relation to a Relevant Sale, the person(s) that acquire(s) the Economic Interests which are the subject of the Relevant Sale;

"Agreed Principles" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Agreement" means the agreement entered into between the DPA Counterparty and the [Eligible Generator] pursuant to [section 10 of the EA 2013];⁸

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

"Applicable Planning Consents" has the meaning given to that term in the Contracts for Difference (Allocation) Regulations 2014 (as at the Agreement Date);⁹

"Apportioned" means, in relation to a TopCo and the TopCo Tranches of such TopCo, apportioned between such TopCo Tranches pro rata to the then current Economic Interests in HoldCo represented by each such TopCo Tranche and as from the date of creation of the relevant TopCo Tranche to the date such TopCo Tranche ceases to exist (which shall include where it is cancelled or combined with another TopCo Tranche following a Relevant Sale) provided that for the purposes of any definition relevant to a Sale Gain Share calculation, any amount so apportioned shall be further apportioned to the portion of the TopCo Tranche which is the subject of the Sale Gain Share calculation;

"Associated" means, in respect of a person, the Investor and/or TopCo with which the relevant person is associated, either by reason of being a member of the same Group as such Investor and/or TopCo, as applicable, or by being attributed to such Investor and/or TopCo, as applicable, by written notice to the DPA Counterparty in accordance with the terms of this Schedule;

"Auditor" means the auditors of the Generator, which shall be:

- (a) Deloitte & Touche LLP;

⁹ Note to Reader: This definition is subject to further review by BEIS.

- (b) Ernst & Young;
- (c) KPMG;
- (d) PricewaterhouseCoopers; or
- (e) another firm of independent and internationally reputable auditors of good standing approved by the DPA Counterparty;

"Available Cash Flow" means, as of a Project Gain Share Calculation Date:

- (a) all cash of the Generator (including (x) cash in hand, at bank or on deposit or which is cash pooled or similar, and (y) all cash equivalents including any financial instruments or money market instruments not part of the ordinary course of trade of the Generator) on the relevant Project Gain Share Calculation Date other than any such amounts as are at that date:
 - (i) required to be retained in the Generator to satisfy its reserve requirements under:
 - (A) applicable Law, Directives or Required Authorisations; or
 - (B) the terms of:
 - (aa) the DPA Documents and/or Transaction Documents, but in each case if the Contracting Policy is applicable to the relevant DPA Document or Transaction Document only to the extent the terms of such document are at that date in compliance with the Contracting Policy; or
 - (bb) the Finance Documents or, to the extent entered into on arm's length, market standard terms with Third Party Lenders, any replacements thereof (including any retention obligations under such documents); or
 - (ii) considered by the directors of the Generator to be necessary to retain in the Generator taking account (without double counting) the requirements of the documents referred to in paragraphs (a)(i)(A) and (a)(i)(B) above and any directors' duties imposed by applicable Law, Directives or Required Authorisations, provided that any cash amounts retained under this paragraph (a)(ii), when taken together with any amounts retained under paragraph (a)(i) above, shall not in aggregate exceed an amount that reasonable and prudent directors would consider it necessary to retain in the Generator,

less

- (b) all cash of the Generator (including (x) cash in hand, at bank or on deposit or which is cash pooled or similar, and (y) all cash equivalents including any financial instruments or money market instruments not part of the ordinary course of trade of the Generator) on the immediately preceding Project Gain Share Calculation Date (or, if there is no such immediately preceding Project Gain Share Calculation Date, the Agreement Date) other than any such amounts as were at that date:

- (i) required to be retained in the Generator to satisfy its reserve requirements under:
 - (A) applicable Law, Directives or Required Authorisations; or
 - (B) the terms of:
 - (aa) the DPA Documents and/or Transaction Documents, but in each case if the Contracting Policy is applicable to the relevant DPA Document or Transaction Document only to the extent the terms of such document were at that date in compliance with the Contracting Policy; or
 - (bb) the Finance Documents or, to the extent entered into on arm's length, market standard terms with Third Party Lenders, any replacements thereof (including any retention obligations under such documents); or
- (ii) considered by the directors of the Generator to be necessary to retain in the Generator taking account (without double counting) of the requirements of the documents referred to in paragraphs (b)(i)(A) and (b)(i)(B) above and any directors' duties imposed by applicable Law, Directives or Required Authorisations, provided that any cash amounts retained under this paragraph (b)(ii), when taken together with any amounts retained under paragraph (b)(i) above, shall not in aggregate exceed an amount that reasonable and prudent directors would at that date have considered it necessary to retain in the Generator,

plus

- (c) the amount or cash equivalent amount of any Distributions made by the Generator in the period:
 - (i) commencing on the day after the Project Gain Share Calculation Date referred to in paragraph (b) above (or, if there is no such immediately preceding Project Gain Share Calculation Date, commencing on the Agreement Date); and
 - (ii) ending on (and including) the Project Gain Share Calculation Date referred to in paragraph (a) above,

provided that the Available Cash Flow shall not be less than zero (0)¹⁰;

"Avoidance Event" means, subject to paragraph (c) below, any contract, arrangement, scheme, transaction or series of transactions which (when taken together) and whether real, virtual, hybrid or synthetic, entered into or facilitated or participated in, directly or indirectly, by any of the Generator, HoldCo, the TopCos, the Investors or any Tracked Person, or any organising, structuring or restructuring by any such person of its capital or debt or business or affairs (or the conducting of the same) or the undertaking by any

¹⁰ Note to Reader: this definition will need to be reviewed in light of the Generator's proposed tax arrangements.

such person of any act or the making by any such person of any omission, in any such case which is designed to or a main purpose of which is to:

- (a)
 - (i) evade, avoid, circumvent, frustrate or reduce in whole or in part the payment to or receipt by the DPA Counterparty of amounts which might otherwise be payable to the DPA Counterparty under Paragraph 2 (Equity Gain Share: Project Gain Share Provisions) or Paragraph 3 (Equity Gain Share: Sale Gain Share Provisions);
 - (ii) remove, extract or leak value from any such person so as to reduce in whole or in part the payment to or receipt by the DPA Counterparty of amounts which might otherwise be payable to the DPA Counterparty under Paragraph 2 (Equity Gain Share: Project Gain Share Provisions) or Paragraph 3 (Equity Gain Share: Sale Gain Share Provisions);
 - (iii) satisfy the Threshold Test and avoid a transferee of Economic Interests in HoldCo being a Tracked Person; or
 - (iv) avoid a sale of Economic Interests being a Relevant Sale;
- (b) provided that they satisfy the criteria set out in paragraph (a) above, Avoidance Events may be or involve (without limitation):
 - (i) any reorganisation of the direct or indirect shareholding structure in, of, or relating to, any member of the HoldCo Group or the Project;
 - (ii) any issue, raising or grant of any Economic Interest at less than fair market value;
 - (iii) any issue, raising or grant of any Economic Interest other than for the purpose of funding the Project (and, for this purpose, funding the Project shall not include any voluntary cash collateralisation);
 - (iv) any securitisation of cash or cash flows or moneys standing to the credit of any bank account, in any such case of, from or relating to any member of the HoldCo Group or the Project;
 - (v) any borrowing using as collateral cash or moneys standing to the credit of any bank account of, from or relating to any member of the HoldCo Group or the Project; or
 - (vi) any borrowing of Economic Interests relating to any member of the HoldCo Group from any holder of such Economic Interests, whether or not for consideration.
- (c) The following shall not constitute Avoidance Events:
 - (i) the entry into a Related Party Transaction for goods or services which complies with the Agreed Principles under and as defined in the Contracting Policy;
 - (ii) the entry into any transaction with any person to dispose of an Economic Interest in HoldCo for fair market value and which is subject to the equity sales gain share mechanism in Paragraph 3 (Equity Gain Share: Sale Gain Share Provisions);

- (iii) without prejudice to Paragraph (b)(i) above, Paragraph 5.1(D) (Unconditional Investor undertakings) and Paragraph 14 (Group Structure) of the Equity Gain Share Rules, the corporate restructuring within any Investor Group or the transfer of shares within such group of companies where the Ultimate Investor in respect of such Investor Group or, where there is no Ultimate Investor, the ultimate holding company in respect of such Investor Group remains the same; or
- (iv) to the extent entered into on arm's length terms, complying with any third party financing made available other than by a member of the Shareholder Group to the Generator or to HoldCo for on-lending to the Generator for the purposes of the Project,

unless, in each case, it is demonstrated that the relevant event does in fact satisfy the criteria set out in paragraph (a) above;

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

"Base Rate" means the prevailing Base Rate on the relevant day in the calculation period;

"Base Year" means 2022;

"Base Year CPI" means the value of the CPI for October in the calendar year immediately preceding the Base Year;

"Bond" means a bond issued by a Qualifying Bond Provider substantially in the form set out in Annex 11 to this Schedule;

"Bond Events" has the meaning given to that term in Paragraph 4.5(C)(iv) (*Letter of Credit Events, Bond Events and Guarantee Events*);

"BSC" means the Balancing and Settlement Code that is provided for in standard condition C3 (*Balancing and Settlement Code*) of the Electricity Transmission Licence;

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

"Capture Assets" has the meaning given to that term in the DPA;

"CCUS Programme" means a programme, as such programme may be updated from time to time, to deploy a system comprising the following:

- (a) capturing CO₂ that has been produced by, or in connection with processes including:
 - (i) commercial electricity generation;
 - (ii) commercial industrial processes; or
 - (iii) commercial hydrogen production;
- (b) transporting such CO₂ that has been captured; and

(c) disposing of such CO₂ that has been captured, by way of permanent storage;

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

"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 CO₂ Capture Technology by a generator acting in accordance with a Reasonable and Prudent Standard;

"CO₂ Capture Technology" means technology which is installed or implemented pursuant to the CCUS Programme and which:¹¹

- (a) captures some or all of the CO₂ or any substance consisting primarily of CO₂; and
- (b) temporarily stores, processes and exports CO₂ (or any substance consisting primarily of CO₂), [for permanent storage];¹² or
- (c) carries out any other process which is preparatory or ancillary to limbs (A) and (B) of this definition;

"CO₂ Delivery Point(s)" means the point(s) of connection of the Facility to the T&S Network [or where CO₂ is transported from the Facility to the T&S Network other than by pipeline, the point(s) of connection where such CO₂ first enters the T&S Network];¹³

¹¹ Note to Reader: This definition is subject to further review by BEIS.

¹² Note to Reader: This definition is subject to further review by BEIS as the T&S business model develops and in relation to NPT arrangements.

¹³ Note to Reader: This definition is subject to further review by BEIS as the T&S business model develops and in relation to NPT arrangements.

"Collateral Amount" means an amount equal to the Default Termination Payment as calculated in accordance with Part B of Annex 3 (*Calculation of Termination Payments*) of the DPA;

"Collateral Correction Notice" has the meaning given to that term in Paragraph 4.4(A) (*Altering Collateral*);

"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 DPA and/or any other DPA Document,

and includes the Authority, the Economic Regulator, the Environment Agencies and the [Secretary of State] but excludes the DPA Counterparty;

"Conditions" means the terms and conditions set out in [version [1] of the document entitled "DPA Terms and Conditions"] as at [*insert*];

"Contracting Policy" means the contracting policy set out at Annex 7 (*Contracting Policy*) of this Schedule, as the same may be amended as agreed in writing between the DPA Counterparty and the Generator;

"Contracting Policy Failure" means any failure to perform or comply with the Contracting Policy;

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

"Control" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Cost" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"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 DPA 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 DPA Counterparty may from time to time reasonably determine to be appropriate in the circumstances;

"CUSC" means the Connection and Use of System Code that is provided for in Standard Condition C10 (Connection and Use of System Code (CUSC)) of the Electricity Transmission Licence;

"Daily Discount Amount" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Deed of Accession" means a deed substantially in the form set out in Annex 8 (*Form of Deed of Accession*) of this Schedule executed by all Parties or in such other form as the DPA Counterparty may from time to time agree in writing, acting reasonably;
"Deemed Available Cash Flow" means, in respect of the relevant Project Gain Share Calculation Period:

- (a) a sum equal to the amount of Available Cash Flow agreed between the DPA Counterparty and the Generator or, failing agreement, determined by an Expert in accordance with the Expert Determination Procedure as the additional amount that would have arisen but for a failure by any of the relevant Investor, TopCo, HoldCo or the Generator or any Tracked Person to perform or comply with one or more of the Equity Gain Share Rules, in each case as applicable to it, where such failure has been agreed between the DPA Counterparty and the Generator or determined by an Expert in accordance with the Expert Determination Procedure; and
- (b) the amount agreed between the DPA Counterparty and HoldCo or, failing agreement, determined by an Expert in accordance with the Expert Determination Procedure as being a Related Party Discount Amount,

but, in any such case, for the purpose of calculating the Project Cash Flow or the Sale Cash Flow, before deducting any Gain Share Amount payable and not yet paid as a result of such Deemed Available Cash Flow;

"Default Interest" has the meaning given to that term in Condition 14.1 (*Default Interest*) of the DPA;

"Default Termination Payment" means an amount (expressed in pounds) calculated in accordance with the formula set out in paragraph 1.1 of Annex 3 (*Calculation of Default Termination Payment*) of the DPA;

"Deficient Collateral Amount" has the meaning given to that term in Paragraph 4.4(A)(ii) (*Altering Collateral*);

"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;

"Direct Agreement" means an agreement in substantially the form set out in Annex 5 (*Form of Direct Agreement*) of the DPA, or in such other form as may be agreed by the DPA 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) of the DPA with which the Generator does in fact 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 their knowledge and belief having made all due and careful enquiries;

"Discount Amount" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Discounting" means converting a currency amount that:

- (a) is forecast to be incurred, paid or accrued after a particular date; or
- (b) has been incurred, paid or accrued prior to a particular date,

into Present Value terms as at that particular date and **"Discounted"** shall be construed accordingly;

"Dispute" means any dispute or claim in any way relating to or arising out of this Schedule, whether contractual or non-contractual (and including any dispute or claim regarding: (i) its existence, negotiation, validity or enforceability; (ii) the performance or non-performance of a Party's obligations pursuant to it; or (iii) breach or termination of any of them);

"Distribution" means, in relation to any person, any payment, repayment, redemption (by way of set-off, counterclaim or otherwise) or other distribution or the like of any money or other asset in each case to a direct or indirect shareholder in, or a direct or indirect member of, such person, whether in cash or in kind and whether pursuant to the terms of an agreement or by way of gift or otherwise; and

- (a) includes payment of any dividend or return of capital to or for the benefit of, or any share repurchase from, any such shareholder or member or the making of any payment of interest, principal, costs, fees or expenses in respect of any debt (whether or not subordinated) owed to any such shareholder or member, but
- (b) excludes any payment due under a Related Party Transaction unless that Related Party Transaction is an Economic Interest,

and **"Distribute"** and **"Distributed"** shall be construed accordingly;

"Distribution Connection and Use of System Agreement" means the agreement that an Electricity 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 an Electricity Distribution Licence;

"Divestment Proceeds" means, in relation to any Relevant Sale:

- (a) all consideration (whether cash or non-cash and pro-rated as necessary by reference to the Valuation Percentage) paid or payable by or on behalf of the Acquirer to the seller under and in respect of such Relevant Sale or, if greater, the amount which would have been paid or payable but for a failure by any of the relevant Investor, TopCo, HoldCo or the Generator or any Tracked Person to perform or comply with one or more of the Equity Gain Share Rules or the Contracting Policy, in each case as applicable to it (where such failure has been agreed between the DPA Counterparty and the Generator or determined by an Expert in accordance with the Expert Determination Procedure),

less

- (b) any reasonable third party professional services fees reasonably and necessarily incurred by the seller exclusively for the purposes of such Relevant Sale, pro-rated as necessary by reference to the Valuation Percentage,

and for the purposes of comparing against the Equity IRR Threshold, calculated and expressed in Nominal Terms by reference to the date of completion of such Relevant Sale;

"DPA" means the Agreement which incorporates the Conditions and this Schedule;

"DPA Counterparty" means Low Carbon Contracts Company Ltd, a company incorporated under the laws of England and Wales whose registered office is 10 South Colonnade, London, England, E14 4PU and whose company number is 08818711;

"DPA Counterparty Designated Account" means the bank account designated by the DPA Counterparty to receive payments under and in accordance with Part 2(*Equity Gain Share*);

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

"DPA Settlement Activities" means the calculation, invoicing, recalculation and settlement of payments to be made pursuant to the DPA;

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

"Draft Equity IRR Model Information Request" has the meaning given to that term in Paragraph 6.2(F) (*Revision of the Equity IRR Model*);

"Draft Revised Equity IRR Model" has the meaning given to that term in Paragraph 6.2(C) (*Revision of the Equity IRR Model*);

"Dual Scheme Facility" means a Facility that forms part of a Generating Station which includes one (1) or more other Generating Units which are not part of the 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;

"Economic Interest" means, in relation to any person:

- (a) shares or other securities, direct or indirect interests in shares or other securities, (including, in each case, convertible securities and warrants and options in respect of shares or securities) of the relevant person or other equity, partnership or other ownership interests, direct or indirect, in the relevant person;
- (b) loans, loan capital or other debt interests (whether or not subordinated) made, directly or indirectly, to, or held in, such person by a direct or indirect shareholder in, or a direct or indirect member of, such person (each, a "Shareholder Interest") or any loans, loan capital or other debt interests (whether or not subordinated) made to, or held in, such person which were originally Shareholder Interests; and/or
- (c) any other economic interest, direct or indirect, in such person the purpose of which is to distribute or return, or which has the effect of distributing or returning, value from such person to a direct or indirect shareholder in, or a direct or indirect member of, such person (each, an "Other Economic Interest") or any other economic interest, direct or indirect, in such person which was originally an Other Economic Interest, excluding any such interest which arises solely by reason of being a counterparty under:
 - (i) an agreement for the provision of goods or services to such person or the Generator entered into by such person in compliance with the Contracting Policy for the purposes of the Project;
 - (ii) any guarantee, indemnity, performance bond, letter of credit or letter of support in respect of the obligations of the Generator entered into by such person in compliance with the Contracting Policy for the purposes of the Project;
 - (iii) any hedging arrangement in respect of interest rates, foreign exchange or power sales entered into by such person in compliance with the Contracting Policy for the purposes of the Project; or
 - (iv) any financing or refinancing arrangements (other than any hedging arrangements) entered into by such person,

in each case which does not fall within paragraph (a) or (b) above,

provided that an Economic Interest shall not include an interest arising under, and solely and exclusively by reason of:

- (v) [specified cash pooling arrangements];

- (vi) any cash pooling or similar arrangement (in any currency or currencies) operated for the benefit of an Investor Group which has been approved in writing in advance by the DPA Counterparty, acting reasonably,

and in any such case to which the Generator or HoldCo is a party, but only to the extent that such cash pooling or similar arrangement:

- (B) has been disclosed in writing in advance to the DPA Counterparty;
- (C) provides for the regular sweep of cash balances between the centralising account and the Generator or HoldCo, as applicable;
- (D) remunerates cash pooling transactions or similar arrangements, as applicable, at arm's length prices;
- (E) provides that amounts which are pooled or which are the subject of similar arrangements, as applicable, shall be repayable on demand;
- (F) does not constitute, and is not capable of being reasonably construed as, an arranged financing facility;
- (G) permits a maximum aggregate debit balance by the Generator or HoldCo, as applicable, thereunder of [one hundred million pounds (£100,000,000)], as indexed on each anniversary of the Agreement Date by reference to the Reference CPI (or the equivalent in any other currency or currencies);
- (H) is operated in the shared interests of the parties to it;
- (I) does not create or give rise to any joint and several liability or any guarantee or other surety obligation or security on the part of the Generator or HoldCo, as applicable, in favour of any other person; and
- (J) does not prevent the Generator or HoldCo, as applicable, from providing assurance to third parties that it retains control over its own funds;

"Economic Regulator" means the independent economic regulator of the economic regulatory regime for the T&S Network;

"Electricity Delivery Points" means the point(s) of connection of the Facility to the Electricity Transmission System or the Electricity Distribution System, as applicable (being the Boundary Point);

"Electricity Distribution Code" means the distribution code that an Electricity Licensed Distributor is required to prepare or maintain in force in a form approved by the Authority under standard condition 21 (Distribution Code) of an Electricity Distribution Licence;

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

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

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

"Electricity Metering Equipment" means: (i) the "Metering Equipment" as defined in, and registered pursuant to, the BSC to measure the flows at the Electricity Delivery Points of electricity with the Facility, its Metering System, and its associated BM Unit(s); and (ii) in the case of a Dual Scheme Facility, the "Metering Equipment" as defined in, and registered pursuant to, the BSC to measure the Imported Input Electricity of the Generating Station;

"Electricity Transmission Licence" means an electricity transmission licence granted or treated as granted under section 6(1)(b) of the EA 1989 that authorises a person to participate in the transmission of electricity;

"Electricity Transmission Licensee" means any person who is authorised by an Electricity Transmission Licence to participate in the transmission of electricity;

"Electricity Transmission System" means those parts of the GB Transmission System that are owned or operated by an Electricity Transmission Licensee within the transmission area specified in its Electricity Transmission Licence;

"Electricity Transmission System Operator" means the holder of an Electricity Transmission Licence in relation to which licence the Authority or the Secretary of State, where appropriate, has issued a Section C (system operator standard conditions) Direction in accordance with such licence and where that direction remains in effect;

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

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

"Equity Gain Share Rules" means the provisions set out at Annex 3 (*Equity Gain Share Rules*) of this Schedule;

"Equity Gain Share Term" has the meaning given to that term in Paragraph 1.2;

"Equity IRR" means the IRR calculated in relation to a Project Gain Share Calculation Period and:

- (a) for this purpose, ACF (as defined in the definition of "Project Cash Flow" in this Schedule) shall be recognised on the date that an amount equal to the Available Cash Flow could have been Distributed by the Generator, being for the purpose of this calculation the date falling one hundred (100) Business Days after the Project Gain Share Calculation Date for the purposes of the Equity IRR Report in respect of the Project Gain Share Calculation Period ending on such Project Gain Share Calculation Date, corrected for subsequent Project Gain Share Calculation Periods (the "Subsequent ACF Correction") to the date falling five (5) Business Days after the date that such Equity IRR Report is agreed or determined;
- (b) for the purposes of comparing against the Equity IRR Threshold, calculated using the Project Cash Flows in relation to such Project Gain Share Calculation Period, which thereby presents a Nominal IRR; and

- (c) for the purposes of calculating any Sale Gain Share Amount, calculated on a TopCo Tranche by TopCo Tranche basis;

"Equity IRR Model" means the financial computer model in respect of the Project used to calculate Gain Share Amounts and corresponding to the description and requirements set out in Paragraph 6.1 (*Description of the Equity IRR Model*), as amended, revised or replaced from time to time in accordance with this Schedule;

"Equity IRR Report" has the meaning given to that term in Paragraph 2.3 (*Equity IRR Report*);

"Equity IRR Threshold" means [●] per cent. ([●] (Nominal)¹⁴;

"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);

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

"Expert" means any person appointed to determine a Dispute in accordance with Condition 41 (*Expert Determination Procedure*) of the DPA;

"Expert Determination Procedure" means the rules, obligations and procedures set out in Condition 41 (*Expert Determination Procedure*) of the DPA;

"Facilities Agreement" means the facilities agreement dated [[●] between, amongst others, [the lenders named therein,] the [Lender(s)]/[Security Trustee], [the Facility Agent] and the Generator¹⁵;

"Facility" has the meaning given to that term in the DPA;

"Facility Agent" means the Facility Agent appointed under the Facilities Agreement¹⁶;

"Finance Documents" means the Facilities Agreement and the other documents defined as Finance Documents in the Facilities Agreement¹⁷;

"Financial Indebtedness" means (without double counting) any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;

¹⁴ Note to Reader: the Equity IRR Threshold will be negotiated on a project by project basis. A negotiated pre-tax Equity IRR Threshold may be used.

¹⁵ Note to draft: Definition to conform to underlying funding arrangements

¹⁶ Note to draft: Definition to conform to underlying funding arrangements

¹⁷ Note to draft: Definition to conform to underlying funding arrangements

- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any agreement which would, in accordance with IFRS, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of borrowing which is of a type not referred to in any other paragraph of this definition;
- (g) any hedging or derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable or are otherwise classified as borrowings under IFRS;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset; or
- (k) the amount of any liability in respect of any guarantee or indemnity or similar assurance for any of the items referred to in paragraphs (a) to (j) (inclusive) above;

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

"FM Affected Party" has the meaning given to that term in Condition 51.1 (*Relief due to Force Majeure*) of the DPA;

"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 DPA Settlement Services Provider, any BSC Agent or a BSC Company, 18

provided that such event or circumstance:

18 Note to Reader: Whether an equivalent CO₂ entity is referenced here will need to be considered further by BEIS in light of the development of the declaration framework.

- (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 Representatives (as appropriate);
- (iii) is not due to the FM Affected Party's fault or negligence (or that of its Representatives); and
- (iv) is not a T&S Outage Event, T&S Commissioning Delay Event or T&S Cessation Event,

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 Agreement Date of which, at or before the Agreement 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;

"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 Her 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),
 - (iv) 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; or
- (l) results from an application for judicial review in respect of the grant of any of the Applicable Planning Consents, made:
 - (i) within six (6) weeks of the grant of the relevant Applicable Planning Consent, in relation to an application to which paragraph 5 of Rule 54.5 of the Civil Procedure Rules applies; or
 - (ii) within three (3) months of the grant of the relevant Applicable Planning Consent, in relation to all other applications,

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;

"Further Sale IRR Information Request" has the meaning given to that term in Paragraph 3.1(D) (Preliminary Sale IRR Report);

"Gain Share" means a Project Gain Share or a Sale Gain Share, as applicable;

"Gain Share Acceding Parties" means any person who agrees to become bound by the terms of the DPA by executing a Deed of Accession and **"Gain Share Acceding Party"** means any one of them;

"Gain Share Amount" means a Project Gain Share Amount or a Sale Gain Share Amount, as applicable;

"Gain Share Schedule" means this Schedule [●] to the DPA;

"Gas" or **"Natural Gas"** shall have the same meaning as in the Uniform Network Code;

"Gas Act" means the Gas Act 1986 as such act is amended or subsequent gas acts and any regulations made thereunder as amended or re-enacted from time to time;

"Gas Licensed Shipper" means a person who is authorised by a Gas Shipper Licence to ship Natural Gas;

"Gas Licensed Transporter" means a person who is authorised by a Gas Transporter Licence to distribute Natural Gas;

"GB System Operator" means the operator of the GB Transmission System, acting in that capacity;

"GB Transmission System" means the system consisting (wholly or mainly) of high voltage electric lines owned by Electricity Transmission Licensees within Great Britain 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;

"Gas Transporter Licence" means a licence granted under Section 7 of the Gas Act;

"Generating Station" means an installation comprising the Facility and one (1) or more other Generating Units (other than an interconnector and even where those Generating Units are situated separately) which the DPA 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;

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

"Government Entity" means:

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

"Grid Code" means the grid code that is required to be prepared by the GB System Operator and approved by the Authority pursuant to Standard Condition C14 (Grid Code) of the Electricity Transmission 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;

"Guarantee Events" has the meaning given to that term in Paragraph 4.5(B) (*Letter of Credit Events, Bond Events and Guarantee Events*);

"Guarantor" means a holding company of the Generator who is a Qualifying Guarantor who enters into a Parent Company Guarantee pursuant to the provisions of this Schedule;

"HoldCo" means [●];

"HoldCo Group" means each of HoldCo and the Generator;

"IFRS" means the body of pronouncements issued or adopted by the International Accounting Standards Board ("**IASB**") including International Financial Reporting Standards and associated interpretations issued by the IASB and International Accounting Standards and associated interpretations adopted by the IASB;

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

"Inappropriate Cost" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Independent Gas Transporter Network Codes" means [●];

"Industry Documents" means any and all agreements, codes and instruments regulating:

- (a) the generation, transmission, distribution, supply and trading of electricity in Great Britain, including the Grid Code, the SOTO Code, the BSC, the CUSC, the Master Registration Agreement, any Electricity Distribution Code, any Distribution Connection and Use of System Agreement and/or any other connection or use of system agreement with an Electricity Transmission Licensee or Electricity Licensed Distributor;
- (b) the distribution, supply and trading of Gas in Great Britain, including the Uniform Network Code, the Independent Gas Transporter Network Codes and/or any other connection or use of system agreement with a Gas Licensed Transporter or Gas Licensed Shipper; and
- (c) the capture, temporary storage, permanent storage, distribution, transportation, and trading of CO₂ in the United Kingdom, including any T&S Codes,

and **"Industry Document"** shall be construed accordingly;

"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 DPA or any other DPA 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;

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

"Initial Target Commissioning Window" has the meaning given to that term in the DPA;

"Insolvency Event" means the Qualifying Issuer, the Guarantor and/or the Qualifying Bond Provider:

- (a) 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;
- (b) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger); or
- (c) 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 Paragraph (a) or (b) of this definition;

"Investment Cost" means, in relation to any Relevant Sale, the aggregate of:

- (a) all consideration (whether cash or non-cash and pro-rated as necessary by reference to the Valuation Percentage) paid or payable by or on behalf of the Acquirer to the seller under and in respect of such Relevant Sale or, if greater, the amount which would have been paid or payable but for a failure by any of the relevant Investor, TopCo, HoldCo or the Generator or any Tracked Person to perform or comply with, one or more of the Equity Gain Share Rules or the Contracting Policy, in each case as applicable to it (where such failure has been agreed between the DPA Counterparty and HoldCo or determined by an Expert in accordance with the Expert Determination Procedure); and
- (b) any reasonable third party professional services fees reasonably and necessarily incurred by the Acquirer exclusively for the purposes of such Relevant Sale, pro-rated as necessary by reference to the Valuation Percentage,

and for the purposes of comparing against the Equity IRR Threshold, calculated and expressed in Nominal Terms by reference to the date of completion of such Relevant Sale;

"Investment Structure Chart" means the group structure chart set out at Annex 5 (*Investment Structure Chart*) of this Schedule;

"Investor" means:

- (a) an Original Investor; and
- (b) any person which has become a Party as an Investor in accordance with Paragraph 9 (Changes to the Parties),

in each case which has not ceased to be a Party as an Investor in accordance with that Paragraph;

"Investor Group" means, in respect of an Investor, that Investor and its Group;

"IRR" means the internal rate of return calculated as the annual discount rate which, when applied to a series of cash flows, produces a net present value equal to zero;

"Issuing Entity" has the meaning given to that term in Paragraph 9.5 (*Issues of new Economic Interests below TopCos*);

"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; or
- (d) any retained EU law,

- (e) in each case in (a) to (d) (inclusive) in the United Kingdom (or part thereof), including Scotland and Wales; and
- (f) 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;

["Lead Investor" means [●];¹⁹]

"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 and in form and content reasonably satisfactory to the DPA Counterparty which is issued by a Qualifying Issuer and which shall be available for payment at a United Kingdom branch of such Qualifying Issuer in favour of the DPA Counterparty or its designee;

"Letter of Credit Details Notice" has the meaning given to that term in Paragraph 4.3(A)(ii) (*Transfers and custody of collateral*);

"Letter of Credit Events" has the meaning given to that term in Paragraph 4.5(B) (*Letter of Credit Events, Bond Events and Guarantee Events*);

"Longstop Date" means the last day of the Longstop Period following the final day of the Target Commissioning Window, 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 53 (Force Majeure) of the DPA to be entitled to such extension; or
- (b) the failure of the Electricity Transmission System Operator, Electricity Transmission Licensee or Electricity Licensed Distributor 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 Electricity Transmission System Operator, Electricity Transmission Licensee or Electricity Licensed Distributor is a party (except to the extent that such failure is due to the fault or negligence of the Generator or its Representatives); or
- (c) the failure of the Gas Licensed Transporter to carry out in a timely manner any required system reinforcement or connection works specified in the construction

¹⁹ Note to Reader: this definition is only required if there is more than one initial Investor in HoldCo.

agreement attributable to the Facility and to which any Gas Licensed Transporter is a party (except to the extent that such failure is due to the fault or negligence of the Generator or its Representatives); or

- (d) a T&S Commissioning Delay Event but only to the extent that the Generator has satisfied the requirements of Conditions 3.38 to 3.40 (Relief due to T&S Commissioning Delay Event) of the DPA to be entitled to such extension,

and provided that in the case of delays caused by the reasons set out in (b) and/or (c) above:

- (i) the Generator gives notice to the DPA Counterparty as soon as reasonably practicable of the nature and extent of the failure; 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:
 - (A) to mitigate the effects of such failure (including delay to the Project);
 - (B) to carry out its obligations under the DPA and each other DPA Document in any way that is reasonably practicable; and
 - (C) to resume the performance of its obligations under the DPA and each other DPA Document as soon as reasonably practicable;

"Loss Adjusted Metered Electricity Output" means the BM Unit Metered Volume for the Facility during a VP Settlement Unit as measured by the Electricity Metering Equipment during such period, 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;

"Master Registration Agreement" means the agreement of that name that an Electricity Licensed Distributor is required to maintain in force in a form approved by the Authority under standard condition 23 (*Master Registration Agreement*) of an Electricity Distribution Licence;

"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 DPA or any other DPA Document;

"Metered Electricity Output" means the Loss Adjusted Metered Electricity Output for each Settlement Unit as reported by a BSC Company or a BSC Agent to the DPA Counterparty;

"Mixed Company" means a company in respect of which the Valuation Percentage is less than [60% (sixty per cent.)] at the date of the DPA (or, if the relevant company accedes to the DPA after that date, the date upon which it accedes to the DPA) and in respect of which there is no agreement or announced intention to take any step which would result in the Valuation Percentage in respect of that company exceeding [60% (sixty per cent.)];

"Money of the Year" means a currency amount in a particular year and expressed in the price base of that particular year;

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

"Nominal Value" means a currency amount expressed in Money of the Year for the year in which the amount was incurred or saved or forecast to be incurred or saved, and **"Nominal"** and **"Nominal Terms"** shall be construed accordingly;

"OCP Notice" has the meaning given to that term in Condition 3.7(B) (*Operational Conditions Precedent: General Reporting Obligations*) of the DPA;

"Operational Conditions Precedent" means the operational conditions precedent set out in Part B of Annex 1 (*Conditions Precedent*) of the DPA and "Operational Condition Precedent" and "OCP" shall be construed accordingly;

"Original Investor" means [●];

"Original TopCo" means [●];

"Original Party" means the persons named as Parties to the DPA on the date on which it was originally executed;

"Parent Company Guarantee" means the guarantee to be provided by the Guarantor in favour of the DPA Counterparty substantially in the form set out in Annex 9 (*Form of Parent Company Guarantee*) of this Schedule;

"Parent Company Guarantee Details Notice" has the meaning given to that term in Paragraph 4.3(A)(ii) (*Transfers and custody of collateral*);

"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 DPA 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);

"PDE Affected Party" has the meaning given to that term in Paragraph 17.1 (*Relief due to Payment Disruption Event*);

"PDE Obligations" has the meaning given to that term in Paragraph 17.1 (*Relief due to Payment Disruption Event*);

"Performance Bond Details Notice" has the meaning given to that term in Paragraph 4.3(A)(iii) (*Transfers and custody of collateral*);

"Posted Collateral" means the aggregate amount of all Acceptable Collateral transferred or delivered by or on behalf of the Generator in accordance with this Schedule from time to time to the extent that the same has not been: (i) returned to the Generator by or on behalf of the DPA Counterparty pursuant to the provisions of Paragraph 4.1; or (ii) subject to a Posted Collateral Demand;

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

"Posted Collateral Demand" has the meaning given to that term in Paragraph 4.6 (*Making a Posted Collateral Demand*);

"Preliminary Equity IRR Report" means a written report satisfying the requirements of Paragraph 2.1(C) (*Preliminary Equity IRR Report*), which expression shall include each element of, and each computation contained or referred to in, such report and all Supporting Information referred to in Paragraphs 2.1(C) and 2.1(D) (*Preliminary Equity IRR Report*);

"Preliminary Sale IRR Report" means a written report satisfying the requirements of Paragraph 3.1(A) (*Preliminary Sale IRR Report*), which expression shall include each element of, and each computation contained or referred to in, such report and all Supporting Information referred to in Paragraph 3.1(A) (*Preliminary Sale IRR Report*);

["Present Value" means the value, as of any particular date, 't', of a currency amount or any other amount, 'AMT', that is forecast to be incurred, paid or accrued on any other date (that is, relative to that particular date 't'), 'T' (with "t-T" expressed in years or fractions thereof), which shall be calculated in accordance with the following formula and using:

- (a) the Post Tax Real Discount Rate, expressed as an annual effective discount rate, if the amount being Discounted is expressed in Real Terms; or
- (b) a Nominal Discount Rate, expressed as an annual effective discount rate, if the amount being Discounted is expressed in Nominal Terms,

(both 'r'),

$$Present\ Value = \frac{AMT}{(1+r)^{t-T}}$$

any such discounting to be calculated from day to day on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days, and **"Present Valued"** shall be construed accordingly;]

"Project" means the design, development, construction, completion, testing, commissioning, operation, maintenance and decommissioning of the Facility pursuant to the DPA;

["Project Cash Flow" means, in relation to any TopCo and each TopCo Tranche relating to such TopCo, the cash flow in respect of each Project Gain Share Calculation Period, calculated in accordance with the following formula:

$$PCF = ACF + PACF - E - IC - PGSA$$

where:

PCF is the Project Cash Flow (expressed in pounds);

ACF is the aggregate of the amounts of Available Cash Flow or Deemed Available Cash Flow, Apportioned to such TopCo Tranche and calculated as at the relevant Project Gain Share Calculation Date;

PACF is the aggregate of the amounts of Available Cash Flow or Deemed Available Cash Flow, Apportioned to such TopCo Tranche as at each previous Project Gain Share Calculation Date;

E [is the aggregate Apportioned (at the time of payment in the case of paragraph (i) below) to such TopCo Tranche of:

(i) (a) the amount of equity injections made by such TopCo into HoldCo on or after the date of incorporation of the Generator on [●] in;

(b) the principal amount of all shareholder loans made by such TopCo to HoldCo; and

(c) the amount paid by such TopCo in respect of any other Economic Interest in HoldCo,

(other than any Investment Cost), in each case to the extent that the same amount is in fact contributed to the Generator for the purposes of funding Project costs (and not, for the avoidance of doubt, funding Distributions) and without double counting, and calculated as at the date of the relevant payment or advance, as applicable;

(ii) a fixed credit support cost for procuring Acceptable Collateral pursuant to this Schedule [●] equal to an annual rate of [● per cent.] ([●]%) per annum accruing on a daily basis; and

(iii) [●]²⁰

IC is the Investment Cost (if any) attributed to such TopCo Tranche as at the date such TopCo Tranche was created following a Relevant Sale, Apportioned where a portion of such TopCo Tranche is the subject of a Sale Gain Share calculation, and calculated as at the date of completion of the Relevant Sale; and

PGSA is the Project Gain Share Amount under Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*) already paid by HoldCo, Apportioned to such TopCo Tranche and calculated as at the date of such payment]

"Project Gain Share" means the determination of a Project Gain Share Amount in accordance with this Schedule;

"Project Gain Share Amount" means the amount paid or payable, as the case may be, to the DPA Counterparty as a result of the operation of Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*);

"Project Gain Share Calculation Date" means:

(a) the (i) fifth (5th) anniversary of the earlier of the Start Date and the last day of the Target Commissioning Window; (ii) tenth (10th) anniversary of the earlier of the

²⁰ Note to Reader: to be completed on a project-specific basis.

Start Date and the last day of the Target Commissioning Window; and (iii) the Specified Expiry Date, and "First Project Gain Share Calculation Date", "Second Project Gain Share Calculation Date" and "Third Project Gain Share Calculation Date" shall be construed accordingly²¹; and/or

- (b) such other date or dates in those years as the DPA Counterparty may (acting reasonably) agree in writing with the Generator;

"Project Gain Share Calculation Period" means, in respect of:

- (a) the First Project Gain Share Calculation Date, the period from (and including) [●] 20[●] to (but not including) the fifth (5th) anniversary of the Start Date;
- (b) the Second Project Gain Share Calculation Date, the period from (and including) [●] 20[●] to (but not including) the tenth (10th) anniversary of the Start Date; and
- (c) the Third Project Gain Share Calculation Date, the period from (and including) [●] 20[●] to (but including) the Specified Expiry Date;²²

"Project Gain Share Due Date" means, in respect of any Project Gain Share Calculation Period:

- (a) unless Paragraph (b) or Paragraph (c) of this definition applies, the date falling ten (10) Business Days after the date of agreement or determination of the Equity IRR Report for the relevant Project Gain Share Calculation Period or, if Paragraph 2.1(B) (Preliminary Equity IRR Report) applies, ten (10) Business Days after the date of the independent expert's opinion; or
- (b) if the DPA Counterparty elects to receive any Project Gain Share Amount by way of a Series of Payments, the relevant due dates for payment as determined by the DPA Counterparty and notified to the Generator in accordance with Paragraph 2.4(C); or
- (c) such other date as the DPA Counterparty and the Responsible TopCo may agree in writing;

"Project Gain Share Payment Deadline" has the meaning given to that term in Paragraph 4.8(A) (*Enforcement Mechanism for Project Gain Share Provisions*);

"Protective Provisions" means the provisions set out at Annex 6 (*Protective Provisions*) of this Schedule;

"Qualifying Bond Provider" means:

- (a) 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

²¹ Note to Reader: definition of Project Gain Share Calculation Date shall apply to any DPA which has a Term of fifteen (15) years.

²² Note to Reader: the Project Gain Share Calculation Period shall commence on the date on which the first investment was made into the Project.

- (b) such other bank or financial institution, having such lower minimum rating as the DPA Counterparty may consent to or specify from time to time;

"Qualifying Economic Interest" means an Economic Interest in one (1) or more persons:

- (a) which directly or indirectly have an Economic Interest or Economic Interests in HoldCo or the Generator; and
- (b) in respect of which the Valuation Percentage of all such Economic Interests is no less than sixty per cent. (60%),

and, without prejudice to the generality of the foregoing, any directly held Economic Interest in the Generator, HoldCo or a TopCo shall be a Qualifying Economic Interest, and provided always that:

- (c) Economic Interests in a publicly listed person which have been offered to the market and which are publicly traded on a recognised UK securities exchange; and
- (d) Economic Interests held directly or indirectly by a person who directly or indirectly participates in, but does not have day-to-day control over the management of, any collective or pooled investment scheme, but only to the extent that such holding arises as a result of such person's direct or indirect participation in the collective or pooled investment scheme,

shall not constitute Qualifying Economic Interests and, for the purpose of this definition, **"collective or pooled investment scheme"** means an arrangement:

- (e) with respect to property of any description (but including Economic Interests in HoldCo), the purpose of which is to enable persons taking part in the arrangements (whether by becoming owners of the property or any part of it or otherwise) to participate in or receive profits or income arising from the acquisition, holding, management or disposal of the property or sums paid out of such profits or income;
- (f) which has the following characteristics:
 - (i) the contributions of the participants and the profits or income out of which payments are to be made to them are pooled; and
 - (ii) the property is managed as a whole by or on behalf of the operator of the scheme who shall be a professional fund manager contracted on arm's length terms and provided that the Economic Interests in HoldCo which are pooled and managed by such professional fund manager do not constitute a material part of such manager's business; and
- (g) which is operated by way of business;

["Qualifying Guarantor" means a holding company of the Generator;

- (a) who has a long-term credit rating of not less than BBB+ (from Standard & Poor's or Fitch) or Baa1 (from Moody's); or

- (b) who has consolidated net assets as determined in accordance with IFRS of not less than an amount which is equal to [●] pounds (£●), expressed in Base Year terms and indexed on the Agreement Date and each anniversary thereafter by reference to the Reference CPI²³; or
- (c) having such lower minimum rating or consolidated net assets as the DPA Counterparty may consent to or specify from time to time;]

"Qualifying Issuer" means:

- (a) 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
- (b) such other bank or financial institution, having such lower minimum rating as the DPA Counterparty may consent to or specify from time to time;

"Real" means a currency amount that has been adjusted from a Nominal Value to remove the effects of inflation, thus expressed in prices at any one particular day, being the Real Reference Date. For the avoidance of doubt, this is irrespective of the date at which the amount was incurred or saved, or forecast to be incurred or saved and **"Real Terms"** shall be construed accordingly;

"Real Project Cash Flow" means the Project Cash Flow deflated to Base Year terms by multiplying the cash flow on any given day by the Base Year CPI and dividing by the value of the CPI for the month in which the cash flow was received or paid (or if that latter CPI is not available, the Reference CPI) and in each case, for the avoidance of doubt, taking into account any rebasing of the relevant index;

"Real Reference Date" means the date in whose prices a Real currency amount is expressed, irrespective of the date or year in which the amount was incurred or saved, or forecast to be incurred or saved;

"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;

"Reference CPI" means the most recently published CPI;

"Related Party Discount Amount" means, in respect of a Related Party Transaction, the sum (expressed in pounds) of any Discount Amount (as determined by an Auditor in accordance with the Contracting Policy);

"Related Party Transaction" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

²³ Note to Reader: consolidated net asset amount to be set on a project by project basis.

"Relevant Sale" means, unless otherwise agreed in writing by the DPA Counterparty:

- (a) a sale, assignment, novation, transfer or other disposal of;
- (b) the enforcement of any pledge, charge, mortgage, lien or other security interest or encumbrance on or over;
- (c) creating any trust or conferring any interest in, over or in respect of;
- (d) any agreement, arrangement or understanding in respect of votes or the right to receive dividends in respect of;
- (e) the renunciation or assignment of any right to subscribe or receive share(s) or any legal or beneficial interest in share(s) in respect of;
- (f) any agreement or arrangement to do, or having substantially the same effect as, any of the above in respect of; or
- (g) transmission by operation of law of,

any Qualifying Economic Interest which occurs before the end of the Sale Gain Share Period, and shall include any deemed Relevant Sale pursuant to Paragraph 4.10(B)(i);

"Representatives" means:

- (a) in respect of the DPA Counterparty:
 - (i) its directors, officials, officers, employees, agents, consultants and advisers; and
 - (ii) the DPA 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 DPA or any other DPA 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 DPA or any other DPA 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;

"Required Authorisation" means, in relation to each Party and at any time, each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from any Competent Authority required at such time to enable the relevant Party to perform and comply with

its obligations under the DPA and the other DPA Documents and, in the case of the Generator, for the Project;

"Reserve Account" means a bank account in the United Kingdom specified by the DPA Counterparty and to which Acceptable Collateral (in the form of cash) is to be transferred;

"Responsible Investor" means, as applicable, in relation to a Relevant Sale:

- (a) the Investor through which a person holds; or
- (b) the Investor that holds;
- (c) the Investor of the TopCo that holds,

the relevant Qualifying Economic Interest which is the subject of the Relevant Sale, provided that, if no Responsible Investor can be identified with respect to the Qualifying Economic Interest which is the subject of the Relevant Sale:

- (i) the Investor with whom the relevant Qualifying Economic Interest was last identified shall be the "Responsible Investor" for the purposes of this Schedule; or
- (ii) if no such Investor can be identified, the "Responsible Investor" for the purposes of this Schedule shall be that Investor that the DPA Counterparty considers, acting reasonably and on the basis of information available to it, to satisfy paragraph (a), (b) or (c) above;

"Responsible TopCo" means, as applicable, in relation to a Relevant Sale:

- (a) the TopCo through which a person holds; or
- (b) the TopCo that holds,

the Qualifying Economic Interest which is the subject of the Relevant Sale, provided that, if no Responsible TopCo can be identified with respect to the Qualifying Economic Interest which is the subject of the Relevant Sale:

- (i) the TopCo with whom the relevant Qualifying Economic Interest was last identified shall be the "Responsible TopCo" for the purposes of this Schedule; or
- (ii) if no such TopCo can be identified, the "Responsible TopCo" for the purposes of this Schedule shall be that TopCo that the DPA Counterparty considers, acting reasonably and on the basis of information available to it, to satisfy paragraph (A) or (B)) above;

"Sale Cash Flow" means, in relation to any TopCo and each TopCo Tranche relating to such TopCo or any portion thereof which is subject to a Sale Gain Share calculation, the cash flow in respect of each Sale IRR Calculation Period, calculated in accordance with the following formula:

$$SCF = ACF + PACF + DP - E - IC - PGSA$$

where:

SCF is the Sale Cash Flow (expressed in pounds);

ACF is the aggregate of the amounts of Available Cash Flow and Deemed Available Cash Flow, Apportioned to such TopCo Tranche or portion thereof and calculated as at the Project Gain Share Calculation Date immediately preceding the date of completion of the Relevant Sale;

PACF is the aggregate of the amounts of Available Cash Flow or Deemed Available Cash Flow, Apportioned to such TopCo Tranche as at each previous Project Gain Share Calculation Date;

DP is the Divestment Proceeds attributed to such TopCo Tranche or portion thereof pro rata to the TopCo Tranches which are the subject of the Relevant Sale;

E is the aggregate Apportioned (at the time of payment in the case of paragraph (i) below) to such TopCo Tranche or portion thereof of:

(i) (a) the amount of equity injections made by such TopCo into HoldCo on or after the date of incorporation of the Generator on [date]; and

(b) the principal amount of all shareholder loans made by such TopCo to HoldCo; and

(c) the amount paid by such Investor in respect of any other Economic Interest in HoldCo,

(other than any Investment Cost), in each case to the extent that the same amount is in fact contributed to the Generator for the purposes of funding Project costs (and not, for the avoidance of doubt, funding Distributions) and without double counting, and calculated as at the date of the relevant payment or advance, as applicable;

(ii) a fixed credit support cost equal to an annual rate of [● per cent. (●%)] per annum accruing on a daily basis for procuring Acceptable Collateral pursuant to this Schedule [●]; and

(iii) [●]²⁴;

IC is the Investment Cost [(if any)] attributed to such TopCo Tranche as at the date such TopCo Tranche was created following a Relevant Sale, Apportioned where a portion of such TopCo Tranche is the subject of a Sale Gain Share calculation and calculated as at the date of completion of the Relevant Sale; and

²⁴ Note to Reader: to be completed on a project-specific basis.

PGSA is the Project Gain Share Amount under Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*) already paid by HoldCo and Apportioned to such TopCo Tranche,

"Sale Gain Share" means the determination of a Sale Gain Share Amount in accordance with this Schedule;

"Sale Gain Share Amount" means the amount paid or payable, as the case may be, to the DPA Counterparty as a result of the operation of Paragraph 3.4 (*Sale Gain Share with the DPA Counterparty*) as such amount may be increased pursuant to Paragraph 3.1(A) (Preliminary Sale IRR Report);

"Sale Gain Share Due Date" means, in respect of any Sale IRR Calculation Period:

- (a) the date falling ten (10) Business Days after the date of agreement or determination of the Sale IRR Report for the relevant Sale IRR Calculation Period; or
- (b) if Paragraph 3.1(B) (*Preliminary Sale IRR Report*) applies, ten (10) Business Days after the date of the independent expert's opinion; or
- (c) such other date as the DPA Counterparty and the Responsible TopCo may agree in writing;

"Sale Gain Share Payment Deadline" has the meaning given to that term in Paragraph 4.9(A) (*Enforcement Mechanism for Sale Gain Share Provisions*);

"Sale Gain Share Period" means the period from the date of the DPA until the later of:

- (a) the date falling [five (5)] years] after the Start Date; and
- (b) the date on which the aggregate Economic Interest of the Investor Group which is undertaking, or is subject to, the relevant transaction listed in any of paragraphs (a) to (g) of the definition of "Relevant Sale" falls below sixty per cent. (60%) of the aggregate Economic Interest held by that Investor Group on the date of the DPA (or, if later, the date on which the relevant Investor acceded to this DPA);

"Sale IRR" means the IRR calculated for each TopCo Tranche, or portion thereof which is subject to a Sale Gain Share calculation, comprising the Qualifying Economic Interests which are the subject of a Relevant Sale (in this definition, the **"Relevant TopCo Tranche"**) in relation to the Sale IRR Calculation Period for such Relevant Sale and calculated using the Sale Cash Flows attributable to the Relevant TopCo Tranche(s) in relation to such Sale IRR Calculation Period, which thereby presents a Nominal IRR;

"Sale IRR Calculation Period" means, in respect of any Relevant Sale, the period from (and including) [●] 20[22] or, if later, the date of completion of the previous Relevant Sale (if any) in respect of the relevant TopCo Tranche, to (and including) the date of completion of such Relevant Sale;²⁵

²⁵ Note to Reader: the Sale IRR Calculation Period shall commence on the date on which the first investment was made into the Project.

"Sale IRR Report" has the meaning given to that term in Paragraph 3.3 (*Sale IRR Report*);

"Secretary of State" means the Secretary of State for Business, Energy and Industrial Strategy, acting in that capacity, unless otherwise expressly stated or the context otherwise requires;

"Secured Sums" means each amount agreed or determined as due to the DPA Counterparty under Paragraph 2.4 (*Project Gain Share with the DPA Counterparty*);

"Security Interest" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;

"Security Trustee" has the meaning given to that term in Annex 5 (*Form of Direct Agreement*) of the DPA;

"Selling Shareholder" means, in relation to a Relevant Sale, the seller of the relevant Qualifying Economic Interest which is the subject of the Relevant Sale and, in respect of rights, obligations and liabilities of a Selling Shareholder under this Schedule, only to the extent that such seller is party to this Schedule;

"Series of Payments" means, in respect of any amount payable by a Party, a series of payments which is commercially equivalent to such amount had it been paid as a lump sum on the due date therefor, taking into account the payment plan and the risk associated with the payments being made;

"Shareholder Group" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Single Purpose Company" means that the Generator's business is limited to:

- (a) the Project;
- (b) [other];
- (c) activities associated with any or all of the foregoing or reasonably incidental or preparatory thereto, including under any Transaction Documents or Finance Documents to which it is a party²⁶;

"Specified Expiry Date" has the meaning given to that term in the DPA;

"Standard & 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 3.23 (*Notification of Start Date*) of the DPA;

²⁶ Note to Reader: the requirement for investors to hold their interests in the Generator through single purpose entities is subject to further review.

"Subject Entity" has the meaning given to that term in Paragraph 1(B) of Annex 4 (*Appointment of Valuer*) of this Schedule;

"Subsequent ACF Correction" has the meaning given to that term in paragraph (a) of the definition of "Equity IRR" in this Schedule;

"Supporting Information" means any and all calculations, confirmations, data, documentation, evidence (including experts' reports), explanations, information, measurements, readings, reports (including experts' reports), representations and statements (whether in written or documentary form);

"T&S Cessation Event" means the occurrence of any one of the following:

- (a) a notice of discontinuation is issued by the Secretary of State to the T&S Operator pursuant to the discontinuation agreement entered into between the T&S Operator and the Secretary of State;
- (b) the T&S Operator's licence to operate the T&S Network is: (i) revoked; and (ii) is not transferred to a substitute T&S Operator, such that the T&S Network ceases to operate or the Generator is no longer able to connect to the T&S Network; or
- (c) a determination is made by the relevant Competent Authority that the Generator's connection to the T&S network is no longer viable²⁷;

"T&S Commissioning Delay Event" means an event or circumstance that prevents or delays the development, construction, completion, and/or commissioning of the T&S Network and as a result prevents or delays the Facility from exporting captured CO₂ to the T&S Network (except to the extent that such event or circumstance arises out of or in connection with an act, omission breach or default by the Generator or its Representatives, including any breach by the Generator or its Representatives of an Industry Document). This includes but is not limited to the failure of the relevant T&S Operator to carry out in a timely manner: (A) any connection works specified in the T&S Construction Agreement; or (B) any required works to the T&S Network in order for the Facility to export captured CO₂ to the T&S Network;

"T&S Construction Agreement" means the agreement between the T&S Operator and the Generator relating to the construction of infrastructure connecting the Capture Assets to a T&S Network at the CO₂ Delivery Point(s);

"T&S Network" means a network including but not limited to:

- (a) pipelines used for the transportation of CO₂ from one capture plant to a storage facility or to or from any CO₂ pipeline network; and
- (b) storage facilities for the permanent storage of CO₂,

owned or operated by a T&S Operator within the United Kingdom;²⁸

²⁷ Note to Reader: Definition to be kept under review as the T&S documentation develops.

²⁸ Note to Reader: This definition is subject to further review by BEIS as the T&S business model develops.

"T&S Operator" means a licensed company operating and maintaining a T&S Network;

"T&S Outage Event" means an event or circumstance affecting a T&S Network (excluding a T&S Commissioning Delay Event), that prevents the Facility from accessing the full entry capacity to the T&S Network that the Generator has reserved under the T&S Connection Agreement;

"Target Commissioning Window" means the Initial Target Commissioning Window for the Facility as specified in the DPA, 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 53 (Force Majeure) of the DPA to be entitled to such extension; or
- (b) the failure of the Electricity Transmission System Operator, Electricity Transmission Licensee or Electricity Licensed Distributor 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 Electricity Transmission System Operator, Electricity Transmission Licensee or Electricity Licensed Distributor is a party (except to the extent that such failure is due to the fault or negligence of the Generator or its Representatives); or
- (c) the failure of the Gas Licensed Transporter 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 Gas Licensed Transporter is a party (except to the extent that such failure is due to the fault or negligence of the Generator or its Representatives); or
- (d) a T&S Commissioning Delay Event but only to the extent that the Generator has satisfied the requirements of Conditions 3.38 to 3.40 (Relief due to T&S Commissioning Delay Event) of the DPA to be entitled to such extension,

and provided that in the case of delays caused by the reasons in (B) and/or (C), above:

- (i) the Generator gives notice to the DPA Counterparty as soon as reasonably practicable of the nature and extent of the failure; 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:
 - (A) to mitigate the effects of such failure (including delay to the Project);
 - (B) to carry out its obligations under the DPA in any way that is reasonably practicable; and
 - (C) to resume the performance of its obligations under the DPA as soon as reasonably practicable;

"Term" has the meaning given to that term in Condition 2.1 (*Term and duration*) of the DPA;

"Termination Compensation Amount" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Third Party Lender" means any commercial lender which is not a Government Entity;

"Third Party Transaction" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Threshold Excess Sale Proceeds" means, in respect of a Relevant Sale, an amount (expressed in pounds) equal to:

(a) the Divestment Proceeds (Apportioned as necessary) in respect of such Relevant Sale,

less

(b) the Divestment Proceeds (Apportioned as necessary) which would have needed to have been realised in respect of such Relevant Sale for the result of those proceeds to be that the Sale IRR would have been equal to the Equity IRR Threshold,

provided that the Threshold Excess Sale Proceeds shall not be less than zero;

"Threshold Test" means, in respect of any transfer or issue of Economic Interest(s) in HoldCo (other than a transfer of Qualifying Economic Interest(s) or a transfer or issue to a member of an Investor Group) whether actual or (in the case of paragraph (c) or (d) of the definition of "Tracked Person") notional, if the product of:

(a) the proportion which the Economic Interests in HoldCo which are the subject of, or form part of, the transfer or issue bears to the total Economic Interests in HoldCo of all TopCos, expressed as a decimal; and

(b) the value of the Generator, expressed in pounds, where such value shall be assessed:

(i) in the period from (and including) the Agreement Date to (but excluding) the Start Date, on the basis of the book value of HoldCo's Economic Interests in the Generator; and

(ii) thereafter, on the basis of the fair market value of HoldCo's Economic Interests in the Generator,

is less than an amount equal to three point five per cent. (3.5%) of the book value of HoldCo's Economic Interests in the Generator, as determined in the event of a Dispute by an Expert in accordance with the Expert Determination Procedure (and the Threshold Test shall be considered to be satisfied if such condition is met), and for the purposes of this definition, any reference to the book value of HoldCo's Economic Interests in the Generator shall be determined as at the date of the transfer or issue by reference to the management accounts of HoldCo produced at or updated to the date of the relevant transfer or issue, and such management accounts shall include the relevant information as to book value and be prepared in accordance with generally accepted accounting principles, as determined in the event of a Dispute by an Expert in accordance with the Expert Determination Procedure;

"TopCo" means:

- (a) an Original TopCo; and
- (b) any person which has become a Party as a Topco in accordance with Paragraph 9 (Changes to the Parties),

in each case which has not ceased to be a Party as a TopCo in accordance with that Clause;

"TopCo Group" means, in relation to any person, the TopCo through which that person's Economic Interests in HoldCo are held or, as applicable, the TopCo which holds such Economic Interests in HoldCo and any member of the HoldCo Group;

"TopCo Tranche" means, in relation to each TopCo, a tranche of Economic Interests in HoldCo determined and attributed to the relevant TopCo in accordance with the following rules:

- (a) at the Agreement Date, a TopCo's aggregate Economic Interests in HoldCo shall constitute a single TopCo Tranche and any Economic Interests in HoldCo acquired thereafter (other than pursuant to a Relevant Sale) and relating to such TopCo shall accrete to the Topco Tranche to which those Economic Interests most closely relate;
- (b) at the date a new party becomes a TopCo other than by way of Relevant Sale, the aggregate Economic Interests in HoldCo of such TopCo shall constitute a single TopCo Tranche;
- (c) if there is a Relevant Sale by such TopCo or any person who holds a Qualifying Economic Interest through that TopCo, the TopCo Tranche(s) relating to such TopCo which, at that time, together comprise such TopCo's aggregate Economic Interests in HoldCo shall be re-tranched, revised or cancelled as follows:
 - (i) the Sale Gain Share calculation shall be carried out in relation to that portion of each TopCo Tranche which is subject to the Relevant Sale where, for each such TopCo Tranche, such portion is equal to the ratio (expressed as a percentage) of the Economic Interests in HoldCo that are the subject of the Relevant Sale, divided by the aggregate Economic Interests in HoldCo of the TopCo Tranches to which the Economic Interests that are the subject of the Relevant Sale relate;
 - (ii) if the percentage share under sub-paragraph (i) above is less than one hundred per cent. (100%), each existing TopCo Tranche (relating to such TopCo) to which the Economic Interests that are the subject of the Relevant Sale relate shall be divided into two parts such that:
 - (A) one part, representing the Economic Interests in HoldCo which are referable to the Relevant Sale, shall be subject to the Sale Gain Share calculation referred to in sub-paragraph (i) above and, following that Sale Gain Share calculation, shall be cancelled; and
 - (B) the other part shall remain as a TopCo Tranche relating to such TopCo but shall reference the reduced Economic Interests in HoldCo, being those which are not subject to the Sale Gain Share calculation referred to in sub-paragraph (i) above;

- (iii) a new TopCo Tranche with Economic Interests in HoldCo equal to the Economic Interests in HoldCo which were referable to the Relevant Sale shall be created in relation to the TopCo which is the Acquirer (or, where the Acquirer is not the TopCo, the TopCo through which the relevant Economic Interest is held) of those latter Economic Interests and, for the avoidance of doubt, such new TopCo Tranche shall be in addition to and separate from any other then existing TopCo Tranche(s) relating to such TopCo; and
 - (iv) any TopCo Tranche(s) of the relevant TopCo which is (or are) not the subject of a Sale Gain Share calculation pursuant to sub-paragraphs (i) and (ii) above shall continue to exist unamended; and
- (d) for the avoidance of doubt, the Economic Interests in HoldCo represented in aggregate by all TopCo Tranches shall always be equal to the aggregate of the actual Economic Interests in HoldCo of all TopCos;

"Tracked Person" means, in respect of each Investor and TopCo:

- (a) each person who holds an Economic Interest in HoldCo through such person at the Agreement Date;
- (b) each person in that person's Shareholder Group, and any member of the TopCo Group who holds an Economic Interest in HoldCo;
- (c) each Transferee and each other person in that Transferee's Group who, by virtue of the transfer of Economic Interests in HoldCo, holds an Economic Interest in HoldCo which if that Economic Interest, together with any other Economic Interests in HoldCo held by such person as at the time of transfer, were to be transferred by such person would not satisfy the Threshold Test; and
- (d) each person to whom Economic Interests in HoldCo are issued which, if those Economic Interests, together with any other Economic Interests in HoldCo held by such person as at the time of issue, were to be transferred by such person, would not satisfy the Threshold Test, and each other person in such person's Group who, by virtue of such issue of Economic Interests, holds an Economic Interest in HoldCo which if that Economic Interest, together with any other Economic Interests in HoldCo held by such person as at the time of issue, were to be transferred by such person would not satisfy the Threshold Test,

and shall include any deemed Tracked Person pursuant to Paragraph 4.10(B)(ii);

"Transaction" has the meaning given to that term in Annex 7 (*Contracting Policy*) of this Schedule;

"Transaction Documents" means:

- (a) this Schedule [●];
- (b) the Deed of Accession; and
- (c) any Parent Company Guarantee;

"Transfer" has the meaning given to that term in Paragraph 9.1 (*Restrictions on Transfers*);

"Transferee" means, in respect of each Investor, and each TopCo, each person to whom Economic Interests in HoldCo originally held by or through that Investor or TopCo or any other person referred to in the definition of "Tracked Person" (other than the Transferee itself) are transferred or further transferred, provided that:

- (a) if the Threshold Test is applicable to such Transferee, a person shall not be a "Transferee" for the purposes of this Schedule if the Economic Interests in HoldCo transferred to such person satisfy the Threshold Test; and
- (b) for the avoidance of doubt, if that person becomes an Investor or is or becomes Associated with another Investor, in each case in accordance with this Schedule, such person shall be deemed to be a Transferee for the purposes of the definition of "Tracked Person" with respect to such other Investor;

"Transferee Investor" means, as appropriate, the person which acquires Economic Interests in HoldCo through a Transferee TopCo or from an Investor or through an issue of Economic Interests in HoldCo, in each case, in accordance with Paragraph 9 (*Changes to the Parties*) and which will become an Investor upon execution of a Deed of Accession;

"Transferee TopCo" means, as appropriate, the person which acquires Economic Interests in HoldCo from a TopCo or through an issue of Economic Interests in HoldCo, in each case, in accordance with Paragraph 9 (*Changes to the Parties*) and which will become a TopCo upon execution of a Deed of Accession;

"Transferor TopCo" means the TopCo which transfers Economic Interests in HoldCo in accordance with Paragraph 9 (*Changes to the Parties*);

"Treaty" has the meaning given to that term in Article 2(1)(a) of the Vienna Convention on the law of treaties 1969;

"UK Insolvency Regulation" has the meaning given to that term in paragraph 5. of Annex 3 of this Schedule;

"Ultimate Investor" means any person who has Control (as defined in Annex 7 (*Contracting Policy*) of this Schedule) of an Investor [or who holds a direct or indirect interest in 30% (thirty per cent.) or more of the equity share capital (or other economic interests) of an Investor];

"Ultimate Investor Group" means each Ultimate Investor and their respective subsidiaries and holding companies;

"Uniform Network Code" means the uniform network code prepared pursuant to the Gas Transporter Licence;

"Valuation Percentage" has the meaning given to that term in paragraph 3(A) of Annex 4 (*Valuation Procedure*) of this Schedule;

"Valuer" means [●]; and

"VP Settlement Unit" means each day occurring during the Term after the Start Date and starting at 00:00 on a day and ending at 23:59 on the same day.

BSC definitions

1.1

- (A) References in this Schedule to "**Apparatus**", "**BM Unit**", "**BM Unit Metered Volume**", "**Boundary Point**", "**BSC Agent**", "**BSC Company**" and "**Metering System**" have the meanings given to such terms in the BSC.
- (B) Paragraph 1.2(A) shall operate without prejudice to the application of Part 8 (*Changes in Law*) of the DPA to changes in the meaning of those terms under the BSC after the Agreement Date.

Interpretation

1.4 Any reference in this Schedule 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 or the Accession 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 or the Accession Date) pursuant to any enactment, including an enactment falling within Paragraph 1.3(A)(i) or 1.3(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*) of the DPA 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.

1.5 Unless otherwise expressly specified in this Schedule:

- (A) any reference in this Schedule or in any certificate or other document made or delivered pursuant to this Schedule to:
- (i) this "**Schedule**" shall be deemed to include the Annexes;
 - (ii) a "**company**" shall be construed as including any corporation or other body corporate, wherever and however incorporated or established;
 - (iii) 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 2008 (but for this purpose ignoring paragraph 19(1)(b) of those regulations);
 - (iv) 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;
 - (v) 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;
 - (vi) 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;
 - (vii) 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;
 - (viii) 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;
 - (ix) time shall be a reference to time in London, England;
 - (x) words in the singular shall be interpreted as including the plural and vice versa; and

- (xi) the expression "**retained EU law**" shall have the meaning given to that expression in the EU(W)A 2018.
- (B) in construing the Schedule:
- (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;
 - (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; and
 - (iii) the words "**include**" and "**including**" shall be construed without limitation to the generality of the preceding words;
- (C) any reference in this Schedule to a "**Paragraph**", "**Part**" or "**Annex**" is a reference to a paragraph, Part of, or Annex to this Schedule.
- 1.5 This Schedule forms part of the DPA and shall have the same force and effect as if expressly set out in the body of the DPA, and any reference to the DPA shall include the Annexes.
- 1.6 Headings and sub-headings used in this Schedule are for ease of reference only and shall not affect the interpretation of this Schedule.
- 1.7 If there is a conflict between:
- (A) the main body of this Schedule and any Annex, the main body of this Schedule shall prevail; or
 - (B) this Schedule and any other provision of the DPA, the DPA shall prevail save for the circumstances outlined in Paragraph 1.9 below.
- 1.8 Paragraph 1.4(A)(v) shall apply (without limitation) to any references in the Schedule to the Authority, the Economic Regulator, the Environment Agencies and the Secretary of State.
- 1.9 In the interpretation of this Schedule, the definitions set out in Annex 1 to this Schedule shall prevail over the definitions set out in Part 1 of the DPA in the event of any inconsistency.
- 2. SYMBOLS AND CURRENCY**
- 2.1 Any reference in this Schedule to "**£**" or "**pounds**" or "**pence**" or "**Sterling**" is to the lawful currency of the United Kingdom.

- 2.2 Any reference in this Schedule to "**MW**" is to megawatts and to "**MWh**" is to megawatt hours.
- 2.3 Any reference in this Schedule to "**tCO₂**" is to tonnes of carbon dioxide and to "**tCO₂e**" is to tonnes of carbon dioxide equivalent.
- 2.4 Any reference in this Schedule to "**therms**" is to thermal units of natural gas.
- 2.5 Any value referenced in this Schedule as being expressed as a percentage (%) is to be expressed as a decimal fraction for the purposes of any calculations.

3. NO INTEREST IN THE FACILITY

Nothing in the Schedule is intended to create, or shall create, a legal or beneficial interest in the Facility, the Generating Station or the Project in favour of any person other than the Generator.

ANNEX 2
ACCESSION CONDITIONS PRECEDENT

1. Delivery to the DPA Counterparty by each of (as applicable) the Transferee TopCo, the and/or the Transferee Investor of the following:
 - (A) a copy of its constitutional documents, its certificate of incorporation and any certificate of incorporation on change of name;
 - (B) a copy of a resolution of its board or, if applicable, a committee of its board of directors:
 - (i) approving the terms of, and the transactions contemplated by the Transaction Documents and any Deed of Accession to which it is a party and resolving that it execute, deliver and perform those documents;
 - (ii) authorising a specified person or persons to execute the Transaction Documents and any Deed of Accession to which it is a party; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents and any Deed of Accession to which it is a party;
 - (C) if applicable, a copy of a resolution of its board of directors establishing the committee referred to in paragraph (B) above;
 - (D) a specimen of the signature of each person authorised by the resolution referred to in paragraph (B) above in relation to the Transaction Documents and any Deed of Accession to which it is a party;
 - (E) a legal opinion addressed to the DPA Counterparty from its legal advisers confirming that such person:
 - (i) is duly formed and validly existing under the laws of its jurisdiction of incorporation; 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 Transaction Documents and any Deed of Accession to which it is a party;
 - (F) a group structure chart in compliance with the Investment Structure Chart; and
 - (G) a Directors' Certificate for each Transferee TopCo, and/or Transferee Investor certifying that each copy document relating to it specified in this Annex 2 is a correct, complete and true copy of the original and that the original is in full force

and effect and has not been amended or superseded, in each case as at a date no earlier than the date of the Deed of Accession of such person,

in each case in form and content satisfactory to the DPA Counterparty, acting reasonably.

2. If applicable, Deed(s) of Accession executed by each of the relevant parties.
3. If applicable, delivery to the DPA Counterparty by the TopCo or, as the case may be, the Transferee TopCo of Acceptable Collateral.
4. In respect of a Transferee Investor, a Directors' Certificate setting out the division of Economic Interests between the existing Investor(s) and the Transferee Investor(s).
5. A Directors' Certificate for each Transferee TopCo and/or Transferee Investor (as applicable) addressed to each of the DPA Counterparty certifying that, as at the date of the relevant Deed of Accession, the representations and warranties set out in Paragraph 7 (*Representations and Warranties*) are true, accurate and not misleading with respect to it.
6. A copy of any other document, opinion or assurance which the DPA Counterparty considers to be necessary or desirable (if it has notified the relevant Parties accordingly) in connection with the entry into and performance of the transactions contemplated by any of the Transaction Documents or for the validity and enforceability of any of the Transaction Documents.

ANNEX 3
EQUITY GAIN SHARE RULES²⁹

The following constitute the Equity Gain Share Rules:

1. Avoidance Event

The Generator, HoldCo, the TopCos, the Investors and any Tracked Persons shall not undertake an Avoidance Event or enter into any Abusive arrangements.

2. Single purpose

- (A) The Generator shall be a Single Purpose Company.
- (B) HoldCo shall be solely an investment holding company which takes decisions in respect of the investments it holds and performs its obligations and responsibilities under the Transaction Documents and the Finance Documents to which it is a party.
- (C) HoldCo shall hold shares only in the Generator.
- (D) HoldCo shall not dispose of any shares in the Generator.
- (E) Each TopCo shall be solely an investment holding company holding shares only in HoldCo and performing its obligations and responsibilities under the Transaction Documents and the Finance Documents to which it is a party.

3. Business and liabilities

- (A) HoldCo shall not carry on any business, own any assets or incur any liabilities except for those necessary for the purposes set out in paragraphs 2(B) and (C) above.
- (B) Each TopCo shall not carry on any business, own any assets or incur any liabilities except for those necessary for the purposes set out in paragraph 2(E) above.

4. Status

Each of the Generator, HoldCo and each TopCo shall maintain its respective status as a [private] limited liability company incorporated under the laws of England.

²⁹ Note to Reader: these rules remain subject to further review by BEIS.

5. **Centre of main interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) as it has effect in the law of the United Kingdom (the "**UK Insolvency Regulation**") each of the Generator, HoldCo and each TopCo shall ensure that its respective centre of main interests (as that term is used in Article 3(1) of the UK Insolvency Regulation) is situated in [England] and it has no "establishment" (as that term is used in Article 2(10) of the UK Insolvency Regulation) in any other jurisdiction.

6. **Tax residency**

Each of the Generator, HoldCo and each TopCo shall not cease to be resident for tax purposes in England or establish or maintain any place of business or permanent establishment outside [England].

7. **No loans or credit**

Each of the Generator, HoldCo and each TopCo shall not be a creditor in respect of any Financial Indebtedness incurred by any person (other than (i) in the ordinary course of trading; (ii) any Financial Indebtedness under and in accordance with a Finance Document for the purposes of the Project; and (iii) Financial Indebtedness for the purposes of the Project advanced to an entity in which the Generator, HoldCo or each TopCo (as applicable) has a direct or indirect shareholding).

8. **No guarantees or indemnities**

Each of the Generator, HoldCo and each TopCo shall not incur or grant or allow to remain outstanding any guarantee or indemnity in respect of any obligation or liability of any person (other than (i) a guarantee or indemnity the provision of which is reasonably required in relation to the Project; and (ii) any guarantee or indemnity provided under, and in accordance with, a Finance Document for the purposes of the Project).

9. **Negative pledge**

Each of the Generator, HoldCo and each TopCo shall not create or permit to subsist any Security Interest on, over or affecting the whole or any part of its respective undertakings or assets as security for the Financial Indebtedness of any other person (other than (i) a Security Interest granted by such person reasonably required in relation to the Project; and (ii) any Security Interest provided under, and in accordance with, a Finance Document for the purposes of the Project).

10. **No grant of Economic Interests**

Each of the Generator, HoldCo and each TopCo shall not issue, raise or grant any Economic Interests except as necessary for the funding of Project costs.

11. **Stapling**

No TopCo shall, and each TopCo shall procure that none of its Tracked Persons shall, effect or seek to effect a sale or transfer in respect of its Economic Interests in HoldCo unless a pro rata amount of all such Economic Interests is comprised within such sale or transfer, and for this purpose:

- (A) shares or other securities or other equity, partnership or other ownership interests shall be taken at their par value;
- (B) loans, loan capital and other debt instruments shall be taken at their principal amount plus accrued, unpaid interest; and
- (C) other Economic Interests shall be taken at the nearest equivalent to that in paragraph (A) or (B) above.

12. **Funding**

All Economic Interests issued, raised or granted for the funding of Project costs shall be routed through the following corporate structure, namely between (i) a TopCo and HoldCo; and (ii) HoldCo and the Generator.

13. **Compliance with Laws and Directives**

Each of the Generator, HoldCo and each TopCo shall comply with all Laws and Directives to which it is a party or may be subject or by which it is bound [if failure to do so would have or would reasonably be expected to have a material adverse effect on its ability to perform or comply with its obligations under Paragraph 2 (*Equity Gain Share: Project Gain Share Provisions*), Paragraph 3 (*Equity Gain Share: Sale Gain Share Provisions*) and Paragraph 4 (*Equity Gain Share: Security and Enforcement*) or any of them].

14. **Group structure**

Each of the Generator, HoldCo and each TopCo shall conform to the Investment Structure Chart.

ANNEX 4
Valuation Procedure

1 APPOINTMENT OF VALUER

- (A) Unless otherwise agreed in writing by the DPA Counterparty (including, for example, where it is agreed that the relevant Economic Interest is not a Qualifying Economic Interest), for the purposes of determining whether an Economic Interest in any person is a Qualifying Economic Interest, the Responsible Investor shall, as soon as reasonably practicable following completion of a potential Relevant Sale, notify the DPA Counterparty of the person the Responsible Investor proposes shall be a Valuer to undertake the valuation in accordance with this Annex 4.
- (B) The DPA Counterparty may object to the person proposed by the Responsible Investor pursuant to paragraph 1(A) above on the basis that the proposed Valuer is:
- (i) not a bank or accounting firm of good repute with demonstrable expertise in the valuation of businesses such as that of the person which is the subject of the potential sale of Economic Interests (in this Annex 4, the "**Subject Entity**"), the relevant Investor Group or the Generator; not regulated by an appropriate regulator in the UK; or
 - (iii) not sufficiently independent of the Subject Entity and the relevant Investor Group, for reasons such as:
 - (a) the Selling Shareholder, the Subject Entity, the relevant Investor or a member of the relevant Investor Group exercises control over, or is controlled by, that entity;
 - (b) it acts as the auditor of the Selling Shareholder, the Subject Entity or the relevant Investor; or
 - (c) the Selling Shareholder, the Subject Entity, the relevant Investor or a member of the relevant Investor Group has an existing business relationship with that entity which is likely to affect the entity's ability to exercise independent judgment.
- (C) If the DPA Counterparty, in accordance with paragraph 1(B) above, objects to the person proposed by the Responsible Investor pursuant to paragraph 1(A) above within fifteen (15) Business Days of the notice referred to in paragraph 1(A) above, either the Responsible Investor or the DPA Counterparty may request that the President from time to time of the Institute of Chartered Accountants in England and Wales appoints the Valuer, having regard to the criteria set out in paragraph 1(B) above, and such appointment shall be binding on the parties to the valuation.

- (D) The Responsible Investor shall request that the Valuer:
- (i) determines the Valuation Percentage within forty (40) Business Days (or such other period, if any, as the Responsible Investor and the DPA Counterparty may agree in writing) after its appointment in accordance with this Annex 4;
 - (ii) makes its assessment as at the date of the relevant sale of Economic Interests in HoldCo; and
 - (iii) notifies that Responsible Investor and the DPA Counterparty in writing of its final reasoned determination (which shall include an explanation of the rationale for the selected valuation metric and of the underlying assumptions used).

2 INFORMATION

- (A) The relevant Investor shall procure that the Valuer is given all reasonable access to such of the accounting records, business plans, budgets and other information of or relating to the Selling Shareholder and the Subject Entity as are relevant to the Valuer's determination of the Valuation Percentage in accordance with this Annex 4.
- (B) The relevant Investor shall procure that the Selling Shareholder and the Subject Entity shall promptly provide all reasonable assistance required by the Valuer in order to make its determination.

3 VALUATION PERCENTAGE

- (A) The "**Valuation Percentage**" means the percentage of the value of the Subject Entity that is derived from the business of the Generator calculated in accordance with this paragraph 3 or as otherwise agreed in writing between the DPA Counterparty and the Responsible Investor.
- (B) The Valuer shall determine the Valuation Percentage as:
- (i) the fair market value of the Subject Entity derived from the business of the Generator

divided by
 - (ii) the fair market value of the Subject Entity,

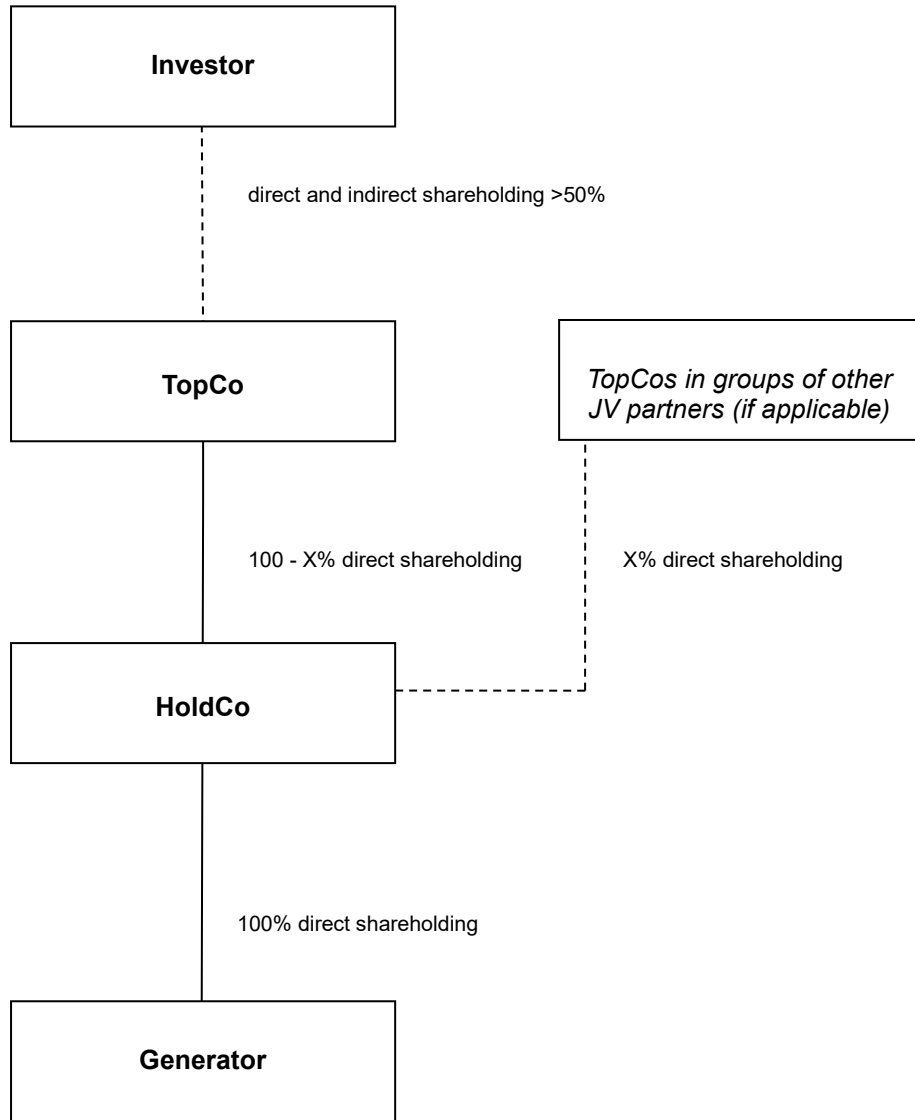
as determined in accordance with generally accepted valuation principles and procedures for businesses of a similar size and in a similar business sector to that of the person which is the subject of the Relevant Sale.

- (C) The determination of the Valuation Percentage by the Valuer shall be a single percentage figure, and not a range, quoted as a percentage.

4 ACTING AS EXPERT

The Valuer shall act as expert and not as arbitrator and shall act within the scope of its appointment, and otherwise exercise its discretion as it sees fit, and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

ANNEX 5
Investment Structure Chart³⁰



30 Note to Reader: this Annex remains subject to modification to reflect the Investor's financing structure. Consequential amendments to other parts of the Gain Share Schedule may also be required.

ANNEX 6
Protective Provisions

The Protective Provisions are that:

- (A) **Single purpose³¹**:
- (i) the Generator shall be a Single Purpose Company;
 - (ii) HoldCo shall be solely an investment holding company which takes decisions in respect of the investments it holds and performs its obligations and responsibilities under the Transaction Documents to which it is a party;
 - (iii) HoldCo shall hold shares only in the Generator; and
 - (iv) HoldCo shall not dispose of any shares in the Generator;
- (B) **Business and liabilities**: HoldCo shall not carry on any business, own any assets or incur any liabilities except for those necessary for the purposes set out in paragraphs (A)(ii) and (A)(iii) above;
- (C) **Corporate structure (HoldCo)**: HoldCo shall be the sole legal and beneficial owner of the entire share capital in the Generator;
- (D) **Corporate structure (Generator)**: the Generator shall not be a shareholder in, or member of, any body corporate;
- (E) **Status**: each of the Generator and HoldCo shall maintain its status as a private limited liability company incorporated under the laws of England;
- (F) **Centre of main interests**: for the purposes of the UK Insolvency Regulation, the centre of main interests (as that term is used in Article 3(1) of the UK Insolvency Regulation) of each of the Generator and HoldCo shall be situated in England and it has no "establishment" (as that term is used in Article 2(10) of the UK Insolvency Regulation) in any other jurisdiction;
- (G) **No guarantees or indemnities**: [each of HoldCo and] the Generator shall not incur or grant or allow to remain outstanding any guarantee or indemnity in respect of any obligation or liability of any person (other than (i) a guarantee or indemnity the provision of which is reasonably required in relation to the Project; and (ii) any guarantee or

³¹ Note to Reader: the requirement for investors to hold their interests in the Generator through single purpose entities is subject to further review.

indemnity provided under, and in accordance with, a Finance Document for the purposes of the Project);

- (H) **Negative pledge:** [each of HoldCo and] the Generator shall not create or permit to subsist any Security Interest on, over or affecting the whole or any part of its undertaking or assets as security for the Financial Indebtedness of any other person (other than (i) a Security Interest granted by such person reasonably required in relation to the Project; and (ii) any Security Interest provided under, and in accordance with, a Finance Document for the purposes of the Project);
- (I) **Compliance with Laws and Directives:** the Generator shall comply with all Laws and Directives to which it is a party or may be subject or by which it is bound [if failure to do so would have or would reasonably be expected to have a Material Adverse Effect];
- (J) **Shares:** each of the Generator, HoldCo and TopCo shall ensure that its shares are fully paid.

ANNEX 7
Contracting Policy

1. INTRODUCTION

The provisions of this Contracting Policy are without prejudice and are subject to the terms of the DPA.

2. DEFINITIONS

Unless a contrary intention appears, in this Contracting Policy:

"Agreed Principles" means:

- (a) in relation to any Related Party Transaction, that:
 - (i) the Related Party Transaction:
 - (a) will not be structured or operated in a manner that is designed, or a main purpose of which is, to leak value from the Generator to a Shareholder Group or any member thereof; and
 - (b) will not leak value from the Generator to a Shareholder Group or any member thereof;
 - (ii) the Related Party Transaction:
 - (a) and its terms are considered by the Generator, acting in accordance with the Reasonable and Prudent Standard, to be required for the Project and in the best interests of the Generator in connection with the Project; and
 - (b) is charged for at Cost,and these factors are formally minuted by the directors of the Generator accordingly;
 - (iii) either:
 - (a) the terms of the Related Party Transaction are documented in all material respects at an appropriate level of detail for an intra-group contract of the relevant size and cover all material terms that a contract with a third party supplier would include, except for terms relating to liability and dispute resolution, and provided that the pricing and other commercial terms of the Related Party Transaction will be appropriate for an intra-group arrangement charged for at Cost; or
 - (b) the terms of the Related Party Transaction are not materially less favourable to the Generator (either individually or in the

aggregate) than those which would be negotiated and agreed between parties acting at arm's length and having regard, where appropriate, to contract terms negotiated and agreed in the [low carbon electricity generation] industry in the United Kingdom, North America and/or EU Member States;

- (iv) without prejudice to the generality of paragraph (A)(iii) of this definition, the terms of the Related Party Transaction shall permit the Generator to terminate such Related Party Transaction for convenience on reasonable notice and the consequences for such termination shall be limited to the costs reasonably incurred by the counterparty to such Related Party Transaction to the effective date of termination of the Related Party Transaction and the costs reasonably incurred by such counterparty to the Related Party Transaction in demobilising following the effective date of termination of the Related Party Transaction, in each case, for the avoidance of doubt, excluding any amounts in respect of loss of profits, loss of opportunity, indirect loss or consequential loss of or incurred or suffered by the counterparty to such Related Party Transaction (the "**Termination Compensation Amount**"); and
- (b) in relation to any Third Party Transaction, that:
- (i) the terms of the Third Party Transaction are not materially less favourable to the Generator (either individually or in the aggregate) than those which would be negotiated and agreed between parties acting at arm's length and having regard, where appropriate, to contract terms negotiated and agreed in the [low carbon electricity generation] industry in the United Kingdom, North America and/or EU Member States;
 - (ii) the terms of the Third Party Transaction do not lack a main business or commercial purpose and do not involve contrived, abnormal, arbitrary or commercially unnecessary steps;
 - (iii) without limitation to the generality of paragraph (b)(ii) of this definition, the terms of the Third Party Transaction shall permit the Generator to terminate such Third Party Transaction for convenience on reasonable notice and the consequences for such termination shall be limited to the costs reasonably incurred by the counterparty to such Third Party Transaction to the effective date of termination of the Third Party Transaction and the costs reasonably incurred by such counterparty to the Third Party Transaction in demobilising following the effective date of termination of the Third Party Transaction, in each case, for the avoidance of doubt, excluding any amounts in respect of loss of profits, loss of opportunity, indirect loss or consequential loss of or incurred or suffered by the counterparty to such Third Party.

"Control" means:

- (a) the power (whether acting alone or Acting in Concert (as defined in the City Code on Takeovers and Mergers), whether directly or indirectly and whether by the ownership of share capital, the possession of voting rights, contract or otherwise) to appoint and/or remove all or such of the members of the board of directors or other governing body of that person as are able to cast the majority of the votes

capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for the purposes of determining whether the power to appoint or remove directors exists, the provisions of section 1159 of, and schedule 6 to, the Companies Act 2006 (as amended) shall apply); and/or

- (b) the power (whether acting alone or Acting in Concert (as defined in the City Code on Takeovers and Mergers), whether directly or indirectly and whether by the ownership of share capital, the possession of voting rights, contract or otherwise) to direct the voting in respect of more than 50 per cent. (50%) of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters,

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

"**Cost**" means costs and expenditure directly and reasonably incurred by the counterparty to a Related Party Transaction which is not a member of the HoldCo Group with respect to the relevant Related Party Transaction together with:

- (a) a contribution to the reasonable overhead of the relevant counterparty to the extent that the same is properly attributable to such Related Party Transaction; and
- (b) if required by such counterparty, a reasonable margin in relation to such Related Party Transaction to compensate for the transaction structure, capital employed and the risks and liabilities that the counterparty is required to accept under such Related Party Transaction,

but in each case shall not include any Inappropriate Cost;

"**Discount Amount**" has the meaning given to that term in paragraph 3.3(C)(ii) (*Audit*) of this Annex 7 (*Contracting Policy*);

"**Inappropriate Cost**" means costs which are inappropriate and/or not justifiable as being in the best interests of the Project and shall include, without limitation:

- (a) costs which are in excess of the arm's length or market value of the applicable consideration provided by the counterparty which is not a member of the HoldCo Group, including (but not limited to) disproportionate fees or costs;
- (b) costs incurred pursuant to wasteful, unnecessary or extravagant outlays (including entertainment and hospitality);
- (c) extraordinary compensation payments (but not, for the avoidance of doubt, bonuses paid in the ordinary course of employment);
- (d) political subscriptions and donations;
- (e) break costs which exceed actual termination costs;

- (f) costs associated with termination periods which exceed actual termination costs and/or;
- (g) special, punitive or multiple damages;

"Related Party Transaction" means any agreement or arrangement entered into between (i) any member of the HoldCo Group; and (ii) any member of any Shareholder Group (and whether or not including other persons to that agreement or arrangement);

"Services Expert" means an expert appointed under paragraph 3.2 (*Determination*) of this Annex 7 (*Contracting Policy*);

"Shareholder Groups" means each Investor Group and each Ultimate Investor Group and **"Shareholder Group"** shall mean any or a particular one of them as the context requires or permits;

"Third Party Transaction" means any agreement or arrangement entered into by any member of the HoldCo Group which is not a Related Party Transaction; and

"Transaction" means any Related Party Transaction and/or any Third Party Transaction.

3. TRANSACTIONS

3.1 Transactions

- (A) Prior to submitting any Preliminary Equity IRR Report or Sale Equity IRR Report, the Generator shall review each of the Transactions entered into, or having effect, during the relevant Project Gain Share Calculation Period (in the case of a Preliminary Equity IRR Report) or prior to the relevant Transfer (in the case of a Sale Equity IRR Report) and shall consider whether the Agreed Principles have applied in relation to all Transactions throughout their term or whether the Transaction does not comply with the Agreed Principles.
- (B) If at any time the Agreed Principles have not been applied in respect of any Transaction, appropriate adjustments shall be made to the IRR calculations in the relevant IRR Report, as required by Paragraph 3 or Paragraph 4 (as applicable).
- (C) The Generator shall, within a reasonable period of a request by the DPA Counterparty, provide to the DPA Counterparty copies of any Transactions (or, if already provided, as amended since the last time provided).
- (D) For the purposes of this Contracting Policy, the Generator shall make available to the DPA Counterparty copies of any Transactions by uploading the relevant information to a virtual data room or equivalent storage facility which the Generator shall, at its own cost and expense, establish, maintain and administer in accordance with the Reasonable and Prudent Standard throughout the period for which this Contracting Policy applies and to which throughout such period the DPA Counterparty and its Representatives shall have unrestricted access (and

for this purpose, and without prejudice to the generality of the foregoing, the Generator shall promptly provide users with any required user ID, passwords and other log-in details). Upon reasonable request of the DPA Counterparty and at the Generator's own cost and expense, the Generator shall allow the DPA Counterparty's external professional advisers (acting on a legally privileged basis and/or with a duty of confidentiality to the Generator, to the Generator's reasonable satisfaction) to inspect hard copies of the information and documents referred to in this paragraph 3.1(D) at the Generator's offices or other location chosen by the Generator (acting reasonably).

- (E) If the Generator has made or shall make available to the DPA Counterparty any information or document whether through a virtual data room or equivalent storage facility or otherwise howsoever, the act of making that information or document available (whether for the purposes of due diligence, the cost discovery and verification process or otherwise) shall neither be construed as an agreement, acceptance or approval by the DPA Counterparty of such information or document or of its terms or of any liabilities, costs or expenses disclosed thereby nor as prohibiting or restricting the right of the DPA Counterparty to make further enquiry as to, or to challenge, the same.
- (F) It is acknowledged that any task order or work order (or equivalent) which is issued pursuant to a Transaction which is in the form of a framework agreement will not constitute an amendment to the relevant Transaction.

3.2 **Determination**

- (A) Subject to paragraph (B) below, if the DPA Counterparty does not consider, acting reasonably, that the Agreed Principles have been applied in relation to a Transaction or the Transaction does not comply with the Agreed Principles, it shall be entitled to request, by written notice to the Generator, that a Services Expert be appointed to review the terms of the Transaction to determine whether the Agreed Principles have been applied in relation thereto or the Transaction does not comply with the Agreed Principles.
- (B) The Services Expert shall be an independent expert appointed by agreement between the Generator and the DPA Counterparty or, failing agreement as to such appointment within ten (10) Business Days of receipt by the Generator of a notice referred to in paragraph (A) above, within a further ten (10) Business Days of such receipt (or such longer period, if any, as the Generator and the DPA Counterparty may agree) by the President for the time being of the Law Society of England and Wales on the application of either the Generator or the DPA Counterparty, and the Services Expert's terms of appointment shall oblige the Services Expert to keep confidential the terms of the relevant Transaction and any further information provided.
- (C) Within twenty (20) Business Days of its appointment (or such longer period, if any, as the Generator and the DPA Counterparty may agree), the Services Expert shall state in writing whether, in its opinion, the Agreed Principles have been and/or are being applied in relation to the Transaction specified in the notice given

pursuant to paragraph (A) above and whether the Transaction complies with the Agreed Principles. If the Services Expert determines that the Agreed Principles have not been and/or are not being applied in relation to the Transaction and/or the Transaction does not comply with the Agreed Principles in any respect, the Services Expert shall also state in writing the nature and extent of such non-compliance.

- (D) In so stating its opinion the Services Expert shall be deemed to act as an expert and not as an arbitrator and, save in the case of fraud or manifest error, its determination shall be final and binding on all concerned.
- (E) The Generator shall provide to the Services Expert sufficiently detailed information to enable the Services Expert to understand the application (or otherwise) of the Agreed Principles to the relevant Transaction. The Services Expert shall be entitled, acting reasonably having regard to its terms of reference, to appoint other professional advisers (including, but without limitation, accountants) in order to assist with the review of the relevant Transaction.
- (F) The terms of reference of the Services Expert shall provide that the Services Expert (and any professional adviser appointed by the Services Expert) shall enter into such confidentiality arrangements as the Generator (acting reasonably) may require and shall otherwise be on such terms (if any) as agreed between the Generator and the DPA Counterparty.
- (G) If the Services Expert states that the Agreed Principles have not been and/or are not being applied in relation to the Transaction specified in the notice given pursuant to paragraph (A) above and/or that the Transaction does not comply with the Agreed Principles [(or, in the case of paragraph (A)(iii)(a) of the definition of "Agreed Principles", does not comply with the Agreed Principles other than in any immaterial respect), the DPA Counterparty shall have a right to request an audit in accordance with paragraph 3.3 (*Audit*)].
- (H) If the Services Expert determines that:
 - (i) the Agreed Principles have not been and/or are not being applied in relation to the reviewed Transaction and/or that the reviewed Transaction does not comply with the Agreed Principles, the Generator shall bear the costs of the Services Expert (including the costs of any professional adviser appointed by the Services Expert) and, if required by the DPA Counterparty pursuant to paragraph (G) above, the Auditor; and
 - (ii) the Agreed Principles have been and are being applied in relation to the reviewed Transaction and that the reviewed Transaction complies with the Agreed Principles, the DPA Counterparty shall bear the costs of the Services Expert (including the costs of any professional adviser appointed by the Services Expert).

3.3 **Audit**

- (A) In accordance with a determination by the Services Expert under paragraph 3.2(G) (*Determination*), the DPA Counterparty may by notice to the Generator require that a Transaction is audited in accordance with this paragraph 3.3. An Auditor shall be appointed by agreement between the Generator and the DPA Counterparty within ten (10) Business Days of receipt by the Generator of such notice or, failing agreement, within a further ten (10) Business Days of such receipt (or such longer period, if any, as the Generator and the DPA Counterparty may agree) by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either the Generator or the DPA Counterparty.
- (B) The Generator shall provide to the Auditor sufficiently detailed information to enable the Auditor to:
- (i) understand the application (or otherwise) of the Agreed Principles to the relevant Transaction;
 - (ii) understand the charging basis underlying the cost of the relevant Transaction; and
 - (iii) give its opinion and prepare and deliver its report referred to in paragraph 3.3(C).
- (C) The terms of reference of the Auditor shall provide that the Auditor shall:
- (i) enter into such confidentiality arrangements as the Generator (acting reasonably) may require;
 - (ii) give its opinion as to the amount of money (if any) which would put the Generator into the position that it would have been in if the Agreed Principles had been applied in relation to the relevant Transaction and such Transaction had at all times complied with the Agreed Principles (the "**Discount Amount**"); and
 - (iii) report in writing accordingly to the Generator and the DPA Counterparty,
- and shall otherwise be on such terms (if any) as agreed between the Generator and the DPA Counterparty.

3.4 **Miscellaneous**

- (A) No Services Expert or Auditor appointed pursuant to paragraph 3.2 (*Determination*) or paragraph 3.3 (*Audit*) shall have the power to require disclosure of documents or information other than as provided for in this Annex 7 (*Contracting Policy*) and each Services Expert or Auditor shall provide written reasons in support of any determination or opinion pursuant to this paragraph 3.

- (B) The DPA Counterparty shall not be entitled pursuant to this Annex 7 (*Contracting Policy*) to access any documents or information, or working papers of, any Services Expert or Auditor appointed pursuant to paragraph 3.2 (*Determination*) or paragraph 3.3 (*Audit*).

ANNEX 8
Form Of Deed Of Accession

To: [Each party to the DPA]

From: [Company]

Dated: [●]

Dear Sirs,

Agreement dated [●] 20[22] between, among others, [●] as DPA Counterparty and the Investors named therein (the "**DPA**")

1. We refer to the DPA. This is a Deed of Accession. Terms defined in the DPA have the same meaning in this Deed of Accession unless given a different meaning in this Deed of Accession.
2. With effect on and from the date of this Deed of Accession (the "**Accession Date**"), [Company] agrees to become [a TopCo] / [an Investor] and to be bound by the terms of the DPA as [a TopCo] / [an Investor] and undertakes to each other Party that it will, with effect from the Accession Date, assume, perform and comply with each of the obligations of [a TopCo] / [an Investor] under the Gain Share Schedule as if it had been a party to the DPA and bound by the Gain Share Schedule in that capacity at its date of execution.
3. [Company] represents and warrants on the Accession Date to the DPA Counterparty in the terms set out in Paragraph 7 (*Representations and Warranties*) of the Gain Share Schedule.
4. [Company's] administrative details for the purposes of the DPA are as follows:

Address:

Attention:

Email:

[Agent for Service]: [insert details if the Company is not UK incorporated]
5. [Company] acknowledges that it has received a copy of the DPA together with all other information which it requires in connection with the DPA.
6. This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.
7. This Deed of Accession 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 counterpart. Each counterpart shall constitute an original but all of the counterparts together shall constitute one and the same instrument.

8. Whilst the Company agrees to become [a TopCo] / [an Investor] and to be bound by the terms of the DPA as [a TopCo] / [an Investor], the only terms of the DPA which are enforceable by, or apply to, the Company are those set out in this Schedule.

This Deed of Accession is entered into by deed.

[Company]

EXECUTED and delivered as a)
DEED by [●] LIMITED)
acting by its [director] / [duly)
appointed attorney])
[Director] / [Attorney]

in the presence of:

Witness's signature:

Name (print):

Address:
.....
.....

Occupation:

[Each Party to the DPA]

EXECUTED and delivered as a)
DEED by [●] LIMITED)
acting by its [director] / [duly)
appointed attorney])
[Director] / [Attorney]

in the presence of:

Witness's signature:

Name (print):

Address:
.....

Occupation:

.....

.....

ANNEX 9
Form of Parent Company Guarantee

[●]³²

32 Note to Reader: an acceptable form of PCG will be provided in due course.

[ANNEX 10]
Form of Preliminary Equity IRR Report

To: [●] (the "DPA Counterparty")

[Address]

From: [●] ("The Generator")

[Address]

Dated: [●]

DPA GAIN SHARE SCHEDULE – PRELIMINARY EQUITY IRR REPORT

Dear Sirs,

1. We refer to the Gain Share Schedule of the DPA relating to [Project] dated [●] 20[22] between, among others, you as the DPA Counterparty and us as the Generator (the "**Schedule**"). Terms and expressions defined in or incorporated into the Schedule have the same meaning when used in this report.
2. This is the Preliminary Equity IRR Report relating to the Project Gain Share Calculation Period (the "**Subject Project Gain Share Calculation Period**") ending on the Project Gain Share Calculation Date falling on [●] (the "**Subject Project Gain Share Calculation Date**").
3. We refer to Paragraph 2.1(C) (*Preliminary Equity IRR Report*) of the Schedule.
4. The Available Cash Flow in respect of the Subject Project Gain Share Calculation Period is [●]. [This amount has been calculated as follows [●]] / [Details of the calculation of this amount are set out in Annex [●] to this report].
5. [Details as of the Subject Project Gain Share Calculation Date of the amount[s] retained by the Generator referred to in paragraph (A)(i) of the definition of "Available Cash Flow" and the calculation thereof are set out [below] / [in Annex [●] to this report]. The reasons for the making of such retentions are as follows [●].]
6. We hereby confirm that there has been no failure to perform or comply with any of the Equity Gain Share Rules of the Schedule [other than [●]]³³. This failure has given rise to Deemed Available Cash Flow of [●]. Details of the calculation of the Deemed Available Cash Flow are set out [below] / [in Annex [●] to this report].]

³³ Note to Reader: full details of the failure and its consequences to be provided.

7. We hereby confirm that there has been no failure to perform or comply with the Contracting Policy [other than [●]]³⁴. The Related Party Discount Amount is [●]. Details of the calculation of the Related Party Discount Amount are set out [below] / [in Annex [●]] to this report].
8. Details of all Project Cash Flows and Real Project Cash Flows for the Subject Project Gain Share Calculation Period (including dates of receipt or payment and forecast dates of receipt or payment) are set out in Annex [●] to this report.
9. Annex [●] to this report sets out the Equity IRR (and its calculation) as at the Subject Project Gain Share Calculation Date in respect of the Subject Project Gain Share Calculation Period (taking into account the information referred to in paragraph 8 above) and confirms whether, and the extent to which, each such Equity IRR is less than, equal to, or exceeds the Equity IRR Threshold.
10. Set out in Annex [●] to this report are details of the administrative costs and expenses of the Generator incurred since the Project Gain Share Calculation Date immediately preceding the Subject Project Gain Share Calculation Date and those administrative costs and expenses that the Generator forecasts that it will incur.
11. [We set out [below] / [in Annex [●] to this report] details of the Distributions we propose to make to HoldCo and details of the Distributions HoldCo proposes to make to each of the TopCos and (where relevant) the Project Gain Share Amount to be paid to the DPA Counterparty consequent upon the Project Cash Flows in relation to the Subject Project Gain Share Calculation Period (including the amount and calculation thereof). The Generator's estimate of the Project Gain Share Due Date is [●].]³⁵
12. Accompanying this report are copies of the documents referred to in Paragraphs 2.1(D)(i), 2.1(D)(ii), 2.1(D)(iii)[, 2.1(D)(iv)] [and 2.1(D)(v)]³⁶ (*Preliminary Equity IRR Report*) of the Schedule.

Yours faithfully,]

.....
 Duly authorised for and on behalf of
 [] (the Generator)

³⁴ Note to Reader: full details of the failure and its consequences to be provided.

³⁵ Note to Reader: to be deleted as appropriate to show that there is no plausible circumstance as referred to in Paragraph 2.1(D)(iii) (*Preliminary Equity IRR Report*).

³⁶ Note to Reader: to be deleted as appropriate.

[ANNEXES TO THE PRELIMINARY EQUITY IRR REPORT]

ANNEX 11
Form of Bond

[●]³⁷

³⁷ Note to Reader: an acceptable form of bond will be provided in due course.