

Dated

[]
(as the **GENERATOR**)

and

LOW CARBON CONTRACTS COMPANY LTD
(as the **DPA COUNTERPARTY**)

AGREEMENT
RELATING TO [name of Project]

DRAFT – Version 2

November 2022

Note: This document is intended to be read alongside: (i) the Dispatchable Power Agreement Business Model Summary (November 2022); and (ii) the Dispatchable Power Agreement Consultation Government Response (November 2022), and this document is subject to the “Disclaimer” within Dispatchable Power Agreement Business Model Summary (November 2022).

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THIS AGREEMENT is dated _____ (the "**Agreement Date**") and made between:

- (1) [●], a company incorporated under the laws of [●] whose registered office is [●] and whose company number is [●] (the "**Generator**"); and
- (2) **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 (the "**DPA Counterparty**").

BACKGROUND

- (A) This Agreement is entered into pursuant to Section 10 of the EA 2013.
- (B) The Generator has satisfied the Eligibility Criteria.
- (C) The DPA Counterparty is a company wholly owned by the UK Government and is entering into this Agreement solely for the purpose of implementing the provisions of the EA 2013.
- (D) This Agreement, together with the terms and conditions set out in [version [1] of the document entitled "DPA Terms and Conditions"] as at [*insert date*], constitute a "**DPA**".

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Except as expressly specified in this Agreement, words and expressions defined in the Conditions shall have the same meanings when used in this Agreement. Where a term is defined in both this Agreement and in the Conditions, the definition in this Agreement shall apply instead of the definition in the Conditions.

1.2 In this Agreement and its recitals:

"Capture Assets" means all the capture assets (excluding those assets forming part of a CO₂ Storage Facility) which: (i) are used (or intended to be used) to capture and/or deliver CO₂ to the CO₂ Delivery Point; (ii) are connected to the Generation Assets; and (iii):

- (A) were taken into account by the Generator in determining the CO₂ Capture Rate Estimate and the Maximum CO₂ Flow Rate Estimate;
- (B) are (except as otherwise agreed in writing by the DPA Counterparty) situated within the area shaded on the map provided pursuant to paragraph 3(B)(ii) of Part A (*Initial Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Conditions and which has the geographical coordinates specified in Annex 1 (*Description of the Facility*); and
- (C) are described pursuant to paragraph 3(B)(i) of Part A (*Initial Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Conditions,

adjusted where the context requires to take due account of any changes to the composition of such assets arising as a result of the agreement or determination of the Test Achieved CO₂ Capture Rate pursuant to Condition 6 (*Longstop Date Capacity Notice*), and otherwise excluding all assets forming part of a T&S Network;

"CO₂ Storage Facility" means a facility where CO₂ storage occurs or can occur and includes all assets performing or contributing to any such CO₂ storage;

"Conditions" means the terms and conditions set out in [version [1] of the document entitled "DPA Terms and Conditions"]¹ as at [*insert date*] (as amended, modified, supplemented or replaced by this Agreement and as may be amended, modified, supplemented or replaced from time to time in accordance with the Conditions);

"Eligibility Criteria" means the eligibility criteria set out in the EA 2013 Regulations, in each case as applicable to the Facility, the Generator and the Project in relation to the DPA;

"Facility" means the Generation Assets and the Capture Assets;

"Generation Assets" means all the generating assets (including all Generating Units but excluding all assets forming part of an Electricity Storage Facility) which: (i) are used (or intended to be used) to generate and/or deliver electricity to the Electricity Delivery Point; (ii) are connected to the Capture Assets; and (iii):

- (A) were taken into account by the Generator in determining the Initial Net Dependable Capacity Estimate, the Plant Net Efficiency Estimate and the Start Up Times Estimates;
- (B) are (except as otherwise agreed in writing by the DPA Counterparty) situated within the area shaded on the map provided pursuant to paragraph 3(A)(ii) of Part A (*Initial Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Conditions and which has the geographical coordinates specified in Annex 1 (*Description of the Facility*); and
- (C) are described pursuant to paragraph 3(A)(i) of Part A (*Initial Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Conditions,

adjusted where the context requires to take due account of any changes to the composition of such assets arising as a result of, or giving rise to:

- (i) any adjustment to the Net Dependable Capacity Estimate pursuant to Condition 5 (*Adjustment to Net Dependable Capacity Estimate: Permitted Reduction*) or Condition 7 (*Adjustments to the Net Dependable Capacity: Annual NDC Test*); and
- (ii) the agreement or determination of the:

¹ Note to Reader: This definition is subject to further review by BEIS.

- (a) Net Dependable Capacity pursuant to Condition 6 (*Longstop Date Capacity Notice*);
- (b) Plant Net Efficiency pursuant to Condition 6 (*Longstop Date Capacity Notice*); and/or
- (c) Start Up Times pursuant to Condition 6 (*Longstop Date Capacity Notice*),

and otherwise excluding all assets forming part of: (i) the Electricity Transmission System or the Electricity Distribution System; and (ii) the Gas Distribution System.

2. AGREEMENT

The Generator

- 2.1 The Generator shall, as from the Agreement Date, comply with this Agreement (including the Conditions) as the "**Generator**" and agrees that the Conditions are hereby incorporated into this Agreement as if they were clauses of this Agreement.

The DPA Counterparty

- 2.2 The DPA Counterparty shall, as from the Agreement Date, comply with this Agreement (including the Conditions) as the "**DPA Counterparty**" and agrees that the Conditions are hereby incorporated into this Agreement as if they were clauses of this Agreement.

Specific terms

- 2.3 [*The Parties have agreed to amend the Conditions as set out in Annex 2 (Modification Agreement).*]²
- 2.4 The Parties agree that, for the purposes of this DPA, the Conditions shall be amended, modified, supplemented or replaced in accordance with the terms of this Agreement.

3. TERM

The "**Specified Expiry Date**" applicable to this DPA is: [*the 10th, 11th, 12th, 13th, 14th or 15th anniversary of the earlier of the Start Date and the last day of the Target Commissioning Window*]³.

4. FACILITY TECHNOLOGY

Facility Generation Technology

- 4.1 The Facility Generation Technology is the generation technology deployed by the Facility, as detailed in Annex 1 (*Description of the Facility*).

² Note to Reader: Clause to be retained only if specific amendments to any given DPA are agreed to be made.

³ Note to Reader: This shall be the date agreed prior to the Agreement Date as the Specified Expiry Date.

Facility Capture Technology

4.2 The Facility Capture Technology is the capture technology deployed by the Facility, as detailed in Annex 1 (*Description of the Facility*).

Facility Fuel

4.3 The "**Facility Fuel**" applicable to this DPA shall be [●].⁴

[Dual Scheme Facility]

4.4 [The Facility is a Dual Scheme Facility.]⁵

5. CONDITIONS PRECEDENT AND MILESTONE

Interpretation

5.1 The "**Initial Target Commissioning Window**" applicable to this DPA shall be twelve (12) months, such period commencing on [●].⁶

5.2 The "**Target Commissioning Date**" applicable to this DPA shall be [●].⁷

5.3 The "**Longstop Period**" applicable to this DPA shall be twelve (12) months following the final day of the Target Commissioning Window or such longer period that results from an extension in accordance with the definition of "**Longstop Date**".

Operational Conditions Precedent

5.4 [An "**Approved Scheme of Funding**" for the purposes of this DPA means: [●].]⁸

Milestone

5.5 The "**Initial Milestone Delivery Date**" applicable to this DPA shall be eighteen (18) months after the Agreement Date.

5.6 The "**Total Project Pre-Commissioning Costs**" applicable to this DPA shall be £[●]⁹ per MW of the Net Dependable Capacity Estimate.

⁴ Note to Reader: This shall be the fuel agreed prior to the Agreement Date.

⁵ Note to Reader: The Facility is a Dual Scheme Facility if: (i) it forms part of a Generating Station which includes one (1) or more other Generating Units which are not part of the Facility; and (ii) the Facility Metering Equipment does not determine the Imported Input Electricity consumed exclusively by the Facility. Delete this paragraph if the Facility is not a Dual Scheme Facility.

⁶ Note to Reader: This date shall be set on a project-by-project basis and agreed during negotiations. The Target Commissioning Window must commence no later than 31 December 2027.

⁷ Note to Reader: This shall be the date agreed prior to the Agreement Date as its "Target Commissioning Date" and will be a date falling within the Initial Target Commissioning Window.

⁸ Note to Reader: If applicable, this shall be notified to, and verified by, BEIS on a project-by-project basis and shall refer to any funding provided to the Generator and/or its Affiliates from the Industrial Strategy Challenge Fund and/or BEIS Energy Innovation Programme for development/pre-development expenditure incurred in respect of the Project prior to the Agreement Date. Such funding will be taken into account when calculating the payments arising under the DPA to prevent cumulation.

⁹ Note to Reader: This is to be equal to the Total Project Pre-Commissioning Costs agreed prior to the Agreement Date.

5.7 The "**Project Commitments**" applicable to this DPA shall be the requirements provided for in:

- (A) Part A of Annex 3 (*Project Commitments*); and
- (B) the section of Part B of Annex 3 (*Project Commitments*) which is expressed to apply to the Facility Capture Technology.

6. INITIAL NET DEPENDABLE CAPACITY ESTIMATE

The "**Initial Net Dependable Capacity Estimate**" applicable to this DPA is: [●]¹⁰ MW.

7. CO₂ CAPTURE RATE ESTIMATE

The "**CO₂ Capture Rate Estimate**" applicable to this DPA is: [●]¹¹ (*expressed as a percentage (%)*).

8. PLANT NET EFFICIENCY ESTIMATE

The "**Plant Net Efficiency Estimate**" applicable to this DPA is: [●]¹² (*expressed as a percentage (%)*).

9. START UP TIMES ESTIMATE

The "**Start Up Times Estimates**" applicable to this DPA are:

- (A) to start up the Facility from a Hot Start: [●]¹³ minutes.
- (B) to start up the Facility from a Warm Start: [●]¹⁴ minutes.
- (C) to start up the Facility from a Cold Start: [●]¹⁵ minutes.

10. INITIAL CORRECTION CURVES

The "**Initial Correction Curves**" applicable to this DPA are set out in Annex 4 (*Initial Curves Data*).

11. INITIAL HEAT AND MATERIAL BALANCE DIAGRAM

The "**Initial Heat and Material Balance Diagram**" applicable to this DPA is set out in Annex 5 (*Initial Heat and Material Balance Diagram*).

¹⁰ Note to Reader: This shall be the capacity in megawatts agreed prior to the Agreement Date.

¹¹ Note to Reader: This shall be the capture rate agreed prior to the Agreement Date.

¹² Note to Reader: This shall be the net efficiency agreed prior to the Agreement Date.

¹³ Note to Reader: This shall be the relevant time agreed prior to the Agreement Date as the hot start time.

¹⁴ Note to Reader: This shall be the relevant time agreed prior to the Agreement Date as the warm start time.

¹⁵ Note to Reader: This shall be the relevant time agreed prior to the Agreement Date as the cold start time.

12. POST-TAX REAL DISCOUNT RATE

The "Post-Tax Real Discount Rate" applicable to this DPA is [●]¹⁶.

13. PAYMENT CALCULATIONS: AVAILABILITY PAYMENT RATE

The "Initial Availability Payment Rate" applicable to this DPA is: £[●]¹⁷ per MW.

14. PAYMENT CALCULATIONS: BASE ASSUMPTIONS

- 14.1 The "Initial Other Extra Variable Costs" applicable to this DPA are: £[●]¹⁸ per MWh.
- 14.2 The "Initial Reference Plant CO₂ Emissions" applicable to this DPA are: [0.3265] tCO₂ per MWh.
- 14.3 The "Initial Reference Plant Gas Consumption" applicable to this DPA is: [60.714] therms per MWh, GCV basis.
- 14.4 The "Facility CO₂ Emissions" applicable to this DPA are: [●]¹⁹ tCO₂ per MWh.
- 14.5 The "Facility Gas Consumption" applicable to this DPA is: [●]²⁰ therms per MWh, GCV basis.

15. T&S CAPACITY ASSUMPTIONS

- 15.1 The "Maximum CO₂ Rich Stream Flow Rate Estimate" applicable to this DPA is [●] *[being the total instantaneous mass flow rate of CO₂ Rich Stream that the Generator estimates will be delivered to the CO₂ Delivery Points by the Capture Assets (expressed in tonnes per hour (tph))]*.
- 15.2 The "Maximum T&S Capacity Cap" applicable to this DPA [●]²¹.
- 15.3 The "Maximum T&S Delivery Size Cap" applicable to this DPA is [●]²².

16. PAYMENT CALCULATIONS: INFLATION FACTOR

The "Base Year" applicable to this DPA is 2022.

¹⁶ Note to Reader: This is to be equal to the "Post-Tax Real Discount Rate" agreed prior to the Agreement Date.

¹⁷ Note to Reader: The Initial Availability Payment Rate will be agreed prior to the Agreement Date.

¹⁸ Note to Reader: The Initial Other Extra Variable Costs will be agreed prior to the Agreement Date.

¹⁹ Note to Reader: The Facility CO₂ Emissions will be agreed prior to the Agreement Date.

²⁰ Note to Reader: The Facility Gas Consumption will be agreed prior to the Agreement Date.

²¹ Note to Reader: This shall be the maximum amount of CO₂ Rich Stream that the Generator can deliver to the T&S Network in a day and will be agreed on a project-by-project basis. This definition is subject to change as the T&S charging and capacity methodology is developed. This definition is subject to further review as the T&S business model is developed.

²² Note to Reader: This shall be the maximum [aggregate] delivery point size that the Generator will be deemed to require for the purposes of the DPA (even where the Generator has secured excess/redundant CO₂ injection capacity), and will be agreed on a project-by-project basis. This definition is subject to further review as the T&S business model is developed.

17. NET ASSET REQUIREMENT

The "**Minimum Net Assets Requirement**" applicable to this DPA is £[●]²³

18. GAIN SHARE

- 18.1 The "**Equity IRR Threshold**" applicable to this DPA is [●] per cent. (●) (Nominal);²⁴
- 18.2 The "**Facilities Agreement**" applicable to this DPA is the facilities agreement dated [●] between, amongst others, [the lenders named therein,] the [Lender(s)]/[Security Trustee], [the Facility Agent] and the Generator;²⁵
- 18.3 The "**HoldCo**" applicable to this DPA is [●];²⁶
- 18.4 [The "**Lead Investor**" applicable to this DPA is [●];²⁷
- 18.5 The "**Original Investor**" applicable to this DPA is [●];²⁸
- 18.6 The "**Original TopCo**" applicable to this DPA is [●];²⁹
- 18.7 The "**Project Gain Share Calculation Period**" applicable to this DPA is, 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;³⁰
- 18.8 The ["**Qualifying Guarantor**"] applicable to this DPA is 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

²³ Note to Reader: The Minimum Net Assets Requirement will be the consolidated net assets of the Investors as determined in accordance with IFRS.

²⁴ Note to Reader: The Equity IRR Threshold will be agreed prior to the Agreement Date. A negotiated pre-tax Equity IRR Threshold may be used.

²⁵ Note to Reader: This shall reflect the underlying funding arrangements entered into prior to the Agreement Date.

²⁶ Note to Reader: This shall reflect the underlying funding arrangements entered into prior to the Agreement Date.

²⁷ Note to Reader: this definition is only required if there is more than one initial Investor in HoldCo.

²⁸ Note to Reader: This shall reflect the underlying funding arrangements entered into prior to the Agreement Date.

²⁹ Note to Reader: This shall reflect the underlying funding arrangements entered into prior to the Agreement Date.

³⁰ Note to Reader: The Project Gain Share Calculation Period will be agreed prior to the Agreement Date and shall commence on the date on which the first investment was made into the Project.

Year terms and indexed on the Agreement Date and each anniversary thereafter by reference to the Reference CPI ; or

- (C) having such lower minimum rating or consolidated net assets as the DPA Counterparty may consent to or specify from time to time;]³¹

18.9 The "**Sale IRR Calculation Period**" means, in respect of any Relevant Sale, the period from (and including) [●] 20[●] 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;³²

19. ANNUAL ADJUSTED NDC IMPLEMENTATION DATE

The "**Annual Adjusted NDC Implementation Date**" means [*specific date*] in the year of the relevant NDC Test;³³

20. NOTICES

20.1 The address and email address of each Party for any notice to be given under this DPA, and the department or officer (if any) for whose attention the notice is to be made, is:

- (A) in the case of the Generator:

Address:	
Email address:	
For the attention of:	

- (B) in the case of the DPA Counterparty:

Address:	
Email address:	
For the attention of:	

³¹ Note to Reader: The consolidated net asset amount will be agreed prior to the Agreement Date.
³² Note to Reader: The Sale IRR Calculation Period will be agreed prior to the Agreement Date and shall commence on the date on which the first investment was made into the Project.
³³ Note to Reader: The Annual Adjusted NDC Implementation Date will be agreed prior to the Agreement Date.

21. AGENT FOR SERVICE OF PROCESS

*[Condition 69 (Agent for service of process) shall not apply to this DPA and there shall be no Service Agent.]**[Condition 69 (Agent for service of process) shall apply to this DPA and the "Service Agent" shall be [●] of [●].]*³⁴

³⁴ Note to Reader: Delete as applicable. This shall be the agent agreed prior to the Agreement Date as the Generator's agent for service of process, where the Generator is not based in England/Wales.

Annex 1
(Description of the Facility)

Part A
Overview

The Facility is the [NAME OF PROJECT], falling within the area delineated by the following grid references:

Corner Point ID	Latitude	Longitude
Northerly corner	[•]	[•]
Easterly corner	[•]	[•]
Southerly corner	[•]	[•]
Westerly corner	[•]	[•]

[Drafting note: Description of the Facility to be populated using information agreed prior to the Agreement Date, and to include the unique geographical coordinates of the Facility.]

Annex 2
(Modification Agreement)

Annex 3
(Project Commitments)

Part A: General Project Commitments

Delivery to the DPA Counterparty of the following:

- (A) a copy of a resolution of the Generator's board of directors (or an equivalent management committee or body) to:
 - (i) undertake the Project;
 - (ii) approve the total financial commitments required to commission the Project (the "**Total Project Spend**"); and
 - (iii) approve a timetable for undertaking the Project which demonstrates that the Facility can reasonably be expected to be Commissioned no later than the Longstop Date;

- (B) a Directors' Certificate certifying that:
 - (i) the Generator has, or will have, sufficient financial resources to meet the Total Project Spend;
 - (ii) any contract entered into and provided as Supporting Information pursuant to the Milestone Requirement Notice, in the reasonable opinion of the Generator by reference to the facts and circumstances then existing, is:
 - (a) legal, valid and binding; and
 - (b) entered into with one or more counterparties who are each able to perform their obligations under such contract;
 - (iii) the Generator has a leasehold or freehold interest in the site where the Facility is based (the "**Facility Site**") or a contract to obtain the same;
 - (iv) the Facility Site is not subject to any covenants, restrictions, agreements, planning obligations, estate contracts, options, rights of way or other encumbrances which materially inhibit the use of the Facility Site for the purposes of the Project;
 - (v) there are available to the Facility Site such rights, easements and services as are necessary to undertake the Project and operate the Facility;
 - (vi) the Generator has identified all necessary consents to undertake the Project (the "**Necessary Consents**"); and

(vii) there is a credible strategy in place to obtain the Necessary Consents and the Necessary Consents are not subject to any condition for which there does not exist a plan to satisfy that condition, such that the Generator is not aware of any necessary consents which cannot be obtained or complied with,

((iii) to (vii), together the "**Facility Requirements**"); and

(C) Supporting Information evidencing (i) that the Generator has, or will have, sufficient financial resources to meet the Total Project Spend and (ii) the Facility Requirements.

Part B: Technology Specific Project Commitments

1. POST-COMBUSTION TECHNOLOGY

Delivery to the DPA Counterparty of Supporting Information evidencing any one of the following:

- (A) entry by the Generator into an engineering, procurement and construction contract for the Facility, providing for the supply and installation of the Material Equipment;
- (B) entry by the Generator into an agreement for the supply of the Material Equipment; and
- (C) entry by the Generator into: (i) a framework agreement for the supply of the Material Equipment; and (ii) a binding purchase order for the Material Equipment.

For the purpose of this section of Part B, the following definition shall apply to this DPA:

"Material Equipment"³⁵ means such equipment in respect of the Project, which, acting in accordance with a Reasonable and Prudent Standard, the Generator could reasonably be expected to have ordered and/or concluded a supply agreement in respect of, to enable the Facility to be Commissioned at the start of the Target Commissioning Window, and in any event, such equipment shall include:

Generation Assets

- (i) gas turbine and generator;
- (ii) heat recovery steam generator (boiler);
- (iii) steam turbine and generator;
- (iv) gas turbine / steam turbine step-up (HV) transformers;

³⁵ Note to Reader: For retrofit projects, this definition may be set on a project-by-project basis and agreed during negotiations.

- (v) unit transformers;

Capture Assets

- (vi) absorber column;
- (vii) stripper column; and
- (viii) CO₂ compressors.

2. OXY-FUEL TECHNOLOGY

Delivery to the DPA Counterparty of Supporting Information evidencing any one of the following:

- (A) entry by the Generator into an engineering, procurement and construction contract for the Facility providing for the supply and installation of the Material Equipment;
- (B) entry by the Generator into an agreement for the supply of the Material Equipment; and
- (C) entry by the Generator into: (i) a framework agreement for the supply of the Material Equipment; and (ii) a binding purchase order for the Material Equipment.

For the purpose of this section of Part B, the following definition shall apply to this DPA:

"Material Equipment"³⁶ means such equipment in respect of the Project, which, acting in accordance with a Reasonable and Prudent Standard, the Generator could reasonably be expected to have ordered and/or concluded a supply agreement in respect of, to enable the Facility to be Commissioned at the start of the Target Commissioning Window, and in any event, such equipment shall include:

- (i) recuperative heat exchanger;
- (ii) combustion turbine generator;
- (iii) generator step-up transformer;
- (iv) unit transformers;
- (v) CO₂ pumps; and
- (vi) CO₂ compressors.

³⁶ Note to Reader: For retrofit projects, this definition may be set on a project-by-project basis and agreed during negotiations.

3. PRE-COMBUSTION TECHNOLOGY

Delivery to the DPA Counterparty of Supporting Information evidencing any one of the following:

- (A) entry by the Generator into an engineering, procurement and construction contract for the Facility, providing for the supply and installation of the Material Equipment;
- (B) entry by the Generator into an agreement for the supply of the Material Equipment; and
- (C) entry by the Generator into: (i) a framework agreement for the supply of the Material Equipment; and (ii) a binding purchase order for the Material Equipment.

For the purpose of this section of Part B, the following definition shall apply to this DPA:

"Material Equipment"³⁷ means such equipment in respect of the Project, which, acting in accordance with a Reasonable and Prudent Standard, the Generator could reasonably be expected to have ordered and/or concluded a supply agreement in respect of, to enable the Facility to be Commissioned at the start of the Target Commissioning Window, and in any event, such equipment shall include:

Capture Assets

- (i) air separation unit;
- (ii) autothermal reformer;
- (iii) absorber column;
- (iv) stripper column;
- (v) CO₂ compressors;

Generation Assets

- (vi) gas turbine and generator;
- (vii) heat recovery steam generator (boiler);
- (viii) steam turbine and generator;
- (ix) gas turbine / steam turbine step-up (HV) transformers; and
- (x) unit transformers.

³⁷ Note to Reader: For retrofit projects, this definition may be set on a project-by-project basis and agreed during negotiations.

Annex 4
(Initial Correction Curves)

Annex 5
(Initial Heat and Material Balance Diagram)

EXECUTION PAGE

The GENERATOR

SIGNED BY)	
)	
.....)
Print Name)	(Signature of named signatory)
for and on behalf of [<i>name of the</i>		
<i>Generator</i>]		

The DPA Counterparty

SIGNED BY)	
)	
)	
.....)
Print Name		(Signature of named signatory)
for and on behalf of LOW		
CARBON CONTRACTS		
COMPANY LTD		