

DATED [●]

[]
(as the **GENERATOR**)

and

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

CFD (PHASE 2) AGREEMENT
RELATING TO [*name of Project*]

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THIS CFD (PHASE 2) AGREEMENT is dated [●] (the “**Agreement Date**”) and made between:

- (1) [●] (the “**Generator**”); and
- (2) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX and whose company number is 08818711 (the “**CfD Counterparty**”).

BACKGROUND

- (A) This CfD (Phase 2) Agreement is entered into following the applicable contract allocation or negotiation process established under or by virtue of the EA 2013. It relates to the second phase of a Phased Project and [a] separate agreement[s] [is]/[are]¹ also entered into on or about the date of this agreement in respect of the other phases of such Phased Project.
- (B) Project Company 1 has satisfied the relevant Eligibility Criteria in relation to the Phased Project.
- (C) The CfD Counterparty is a company wholly owned by the UK Government and is entering into this CfD (Phase 2) Agreement solely for the purpose of implementing the provisions of the EA 2013.
- (D) This CfD (Phase 2) Agreement is a CfD Agreement for the purpose of the Conditions.
- (E) This CfD (Phase 2) Agreement, together with the terms and conditions set out in version 2 of the document entitled “FiT Contract for Difference Standard Terms and Conditions” as at [date] 2015, constitute an agreement entered into on “standard terms” (as defined in section 11(1) of the EA 2013).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this CfD (Phase 2) Agreement and its recitals:

“**Agreement Date Provisions**” means Part 1 (*Introduction*), Part 2 (*Term*), Part 3 (*Conditions Precedent and Milestone Requirement*), Condition 8 (*Application*), Condition 9 (*Definitions: Part 5A*), Condition 14 (*Strike Price Adjustments*), Condition 16 (*Application*), Condition 17 (*Definitions: Part 5B*), Condition 20 (*Strike Price*), Condition 24 (*Default Interest*), Condition 25 (*Set-off*), Condition 26 (*Deductions and withholdings*), Condition 27 (*Payment accounts*), Condition 28 (*Generator*)

¹ Drafting note: Drafting to be selected depending on the number of phases in the Phased Project.

representations and warranties), Condition 29 (*CfD Counterparty representations and warranties*), Condition 30 (*Generator undertakings: General*), Condition 32 (*Generator undertakings: Information provision*), Part 12 (*Termination*), Part 14 (*Dispute Resolution*) to Part 17 (*Miscellaneous*) (inclusive), Schedule 1 (*Conditions Precedent*), Annex 1 (*Calculation of Termination Amount*), Annex 2 (*Change Control Procedure*), Annex 3 (*Form of Direct Agreement*), Annex 7 (*FMS arrangements, Sustainability Criteria and RQM Calculation Methodology*), Annex 8 (*Pro forma notices*), Clauses 6.5 to 6.7 and Clause 13 (*Transfers*);

“CfD (Phase 1) Agreement” means a Contract for Difference between Project Company 1 and the CfD Counterparty entered into on or about the date of this CfD (Phase 2) Agreement in relation to the first phase of the Phased Project;

[**“CfD (Phase 3) Agreement”** means a Contract for Difference between Project Company 3 and the CfD Counterparty entered into on or about the date of this CfD (Phase 2) Agreement in relation to the third phase of the Phased Project;]

“CfD Standard Terms Notice” means a notice issued pursuant to regulation 9 of the Contracts for Difference (Standard Terms) Regulations 2014;

“Conditions” means the terms and conditions set out in version 2 of the document entitled “FiT Contract for Difference Standard Terms and Conditions” as at [date] 2015 (as amended, modified, supplemented or replaced by this CfD (Phase 2) Agreement and as may be amended, modified, supplemented or replaced from time to time in accordance with the Conditions);

“Facility” means the generating facility comprising:

- (A) all assets (including all Generating Units):
 - (i) which are used (or intended to be used) to generate or deliver electricity;
 - (ii) which were taken into account by the Generator in determining the Initial Installed Capacity Estimate; and
 - (iii) which are (except as otherwise agreed in writing by the CfD Counterparty) situated (subject to paragraph (d)) within the area shaded on the map provided pursuant to paragraph (C)(ii) of Part A of Schedule 1, and which has the geographical coordinates specified in Annex 1 (*Description of the Facility*),

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:

- (a) any reduction to the Installed Capacity Estimate pursuant to Condition 5 (*Adjustment to Installed Capacity Estimate: Relevant Construction Event*);

- (b) any adjustment to the Installed Capacity Estimate pursuant to Condition 6 (*Adjustment to Installed Capacity Estimate: Permitted reduction*);
 - (c) the agreement or determination of the Final Installed Capacity pursuant to Condition 7 (*Final Installed Capacity; Maximum Contract Capacity*); and
 - (d) any turbine reallocation pursuant to Clause 6.5; and
- (B) all assets owned by the Generator and comprised or to be comprised within the Offshore Transmission System of such generating facility except for the purposes of:
- (i) in Condition 1.1, the definitions of **“Competent Authority”**, **“Curtailment”**, **“Defined Curtailment Compensation”**, **“Defined Partial Curtailment Compensation”**, **“Discriminatory Change in Law”**, **“Eligibility Criteria”**, **“Foreseeable Change in Law”**, **“Generation Tax Liability”**, **“Partial Curtailment”**, **“QCIL Capital Costs”**, **“QCIL Capital Savings”**, **“QCIL Construction Event”**, **“QCIL Construction Event Costs”**, **“QCIL Operations Cessation Event”**, **“Qualifying Curtailment”**, **“Qualifying Partial Curtailment”**, **“Qualifying Shutdown Event”**, **“Required Authorisation”** and **“Specific Change in Law”**;
 - (ii) Conditions 28.2(A), 30.1(E), 31.13, 36.1, 48.2 and 50.1; and
 - (iii) paragraph 9.3 of Annex 3 (*Form of Direct Agreement*) to the Conditions,
- and otherwise excluding all other assets forming part of the Transmission System or a Distribution System;

“Group Company” means, in respect of the Generator, any Wholly-owned Subsidiary of the Generator, any company of which the Generator is a Wholly-owned Subsidiary (a **“Parent Company”**) and any other Wholly-owned Subsidiary of any Parent Company;

“Initial CP Provisions” means Part 4 (*Adjustments to Installed Capacity Estimate*) and Clause 6.4 and Clauses 6.8 to 6.11, Part 8 (*Changes in Law*), Part 9 (*Generation Tax*), Part 10 (*Balancing System (BSUoS/RCRC) and TLM(D)*), Part 11 (*Curtailment*), Annex 4 (*BMRP*) and Annex 5 (*IMRP*);

“Phase 1 Installed Capacity Estimate” has the meaning given to the term **“Installed Capacity Estimate”** in the CfD (Phase 1) Agreement;

“Phase 1 Start Date” has the meaning given to the term **“Start Date”** in the CfD (Phase 1) Agreement;

“Phase 1 Target Commissioning Window” has the meaning given to the term **“Target Commissioning Window”** in the Phase 1 Investment Contract;

["**Phase 1 Turbine Reallocation Deadline**"] has the meaning given to that term in Clause 6.5(A)(i);]

"**Phase 2 RCE-Increased Installed Capacity Estimate**" has the meaning given to that term in Clause 6.9(C);

["**Phase 2 Turbine Reallocation Deadline**"] has the meaning given to that term in Clause 6.5(A)(ii);]

["**Phase 3 Installed Capacity Estimate**"] has the meaning given to the term "**Installed Capacity Estimate**" in the CfD (Phase 3) Agreement;

"**Phase 3 RCE-Increased Installed Capacity Estimate**" has the meaning given to that term in Clause 6.9(C);]

"**Phased Project**" means an offshore wind electricity generation project consisting of the Project and at least one other phase, the Project and each such other phase having a separate target commissioning date, for which a joint application for a Contract for Difference has been submitted to the Delivery Body;

"**Project Company 1**" means [legal name of company];

["**Project Company 3**"] means [legal name of company];]

"**RCE Increase Amount**" has the meaning given to that term in Clause 6.9(C);

"**RCE Reduction Amount**" has the meaning given to that term in Clause 6.8; and

"**Wholly-owned Subsidiary**" has the meaning given to it in section 1159(2) of the Companies Act 2006.

- 1.2 Except as expressly specified in this CfD (Phase 2) Agreement, words and expressions defined in the Conditions shall have the same meanings when used in this CfD (Phase 2) Agreement. Where a term is defined both in this CfD (Phase 2) Agreement and in the Conditions, the definition in this CfD (Phase 2) Agreement shall apply instead of the definition in the Conditions.

2. AGREEMENT

The Generator

- 2.1 The Generator shall, as from the Agreement Date, comply with this CfD (Phase 2) Agreement (including the Conditions) as the "**Generator**" and agrees that the Conditions are hereby incorporated into this CfD (Phase 2) Agreement as if they were clauses of this CfD (Phase 2) Agreement.

The CfD Counterparty

- 2.2 The CfD Counterparty shall, as from the Agreement Date, comply with this CfD (Phase 2) Agreement (including the Conditions) as the “**CfD Counterparty**” and agrees that the Conditions are hereby incorporated into this CfD (Phase 2) Agreement as if they were clauses of this CfD (Phase 2) 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 Contract for Difference, the Conditions shall be amended, modified, supplemented or replaced in accordance with the terms of this CfD (Phase 2) Agreement.

3. TERM

The “**Specified Expiry Date**” applicable to this Contract for Difference is the 15th anniversary of the earlier of the Start Date and the last day of the Target Commissioning Window.

4. GENERATION TECHNOLOGY TYPE**Facility Generation Technology**

- 4.1 The Facility Generation Technology applicable to this Contract for Difference is Offshore Wind, provided that for the purposes of paragraph (A) of the definition of Specific Change in Law or paragraphs (B) or (C) of the definition of Other Change in Law, Offshore Wind and Onshore Wind may be deemed to be one Facility Generation Technology.
- 4.2 The Facility Generation Technology is an Intermittent Technology and accordingly:
- (A) Part 5B (*Payment calculations: Intermittent Technologies*) to the Conditions shall apply to this Contract for Difference;
 - (B) Annex 5 (*IMRP*) to the Conditions shall apply to this Contract for Difference; and
 - (C) in this Contract for Difference, “**Settlement Unit**” means each hour in a day divided into hour-long periods starting at 00:00 on such day.

² Drafting note: Drafting to be retained only if specific amendments to any given Contract for Difference are agreed to be made pursuant to Part 3 of The Contract for Difference (Standard Terms) Regulations 2014.

Renewable Qualifying Multiplier

4.3 The Renewable Qualifying Multiplier shall not apply to this Contract for Difference.

CHP Qualifying Multiplier

4.4 The CHP Qualifying Multiplier shall not apply to this Contract for Difference.

Fuelling Criteria

4.5 There are no Fuelling Criteria applicable to this Contract for Difference.

Sustainability Criteria

4.6 The Sustainability Criteria do not apply to this Contract for Difference.

5. CONDITIONS PRECEDENT AND MILESTONE

Interpretation

5.1 The “**Initial Target Commissioning Window**” applicable to this Contract for Difference shall be one year, such period commencing on *[insert date]*³.

5.2 The “**Target Commissioning Date**” applicable to this Contract for Difference shall be *[●]*⁴.

5.3 The “**Longstop Period**” applicable to this Contract for Difference shall be two (2) years.

Further Conditions Precedent

5.4 The following shall be added as additional Further Conditions Precedent applicable to this Contract for Difference after paragraph 2.5 of Part B (*Further Conditions Precedent*) of Schedule 1 (*Conditions Precedent*) to the Conditions:

“2.6 *The Generator having delivered to the CfD Counterparty a certified copy of the Interim Operational Notification issued by the Transmission System Operator under the Grid Code. For the purpose of this paragraph, pursuant to the “Offshore Electricity Transmission: Decision on implementation of the Generator Commissioning Clause in the Energy Act 2013” dated 2 April 2014, the*

³ Drafting note: This shall be the date notified to the Delivery Body in the Generator’s FiT CfD Application as the start of the Target Commissioning Window.

⁴ Drafting note: This shall be the date notified to the Delivery Body in the Generator’s FiT CfD Application as its “Target Commissioning Date” and will be a date falling within the Initial Target Commissioning Window.

reference in this paragraph to the Interim Operational Notification shall be to ION B.

- 2.7 (Unless the CfD (Phase 1) Agreement has been terminated prior to the Start Date pursuant to Condition 51.8 (Qualifying Change in Law termination) of the CfD (Phase 1) Agreement as a result of the occurrence of a QCiL Construction Event) the Phase 1 Start Date has occurred.”

Milestone

- 5.5 Condition 4 (*Milestone Requirement*) of the Conditions and the definitions defined therein will not apply to this Contract for Difference.
- 5.6 The definition of “**Milestone Delivery Date**” shall be deleted and replaced by the following:

“**Milestone Delivery Date**” means the date of the Milestone Delivery Date applicable to the CfD (Phase 1) Agreement, unless the CfD (Phase 1) Agreement is terminated prior to that date pursuant to Condition 51.8 (Qualifying Change in Law termination) of the CfD (Phase 1) Agreement, in which case it shall be on the same date as the Initial Milestone Delivery Date, as defined in the CfD (Phase 1) Agreement.”

6. ADJUSTMENTS TO INSTALLED CAPACITY ESTIMATE AND REQUIRED INSTALLED CAPACITY

Interpretation

- 6.1 The “**Initial Installed Capacity Estimate**” applicable to this Contract for Difference is [●] MW⁵.
- 6.2 For the purposes of this CfD (Phase 2) Agreement, the “**Installed Capacity Estimate**” shall mean the Generator’s estimate of the Installed Capacity from time to time, being the Initial Installed Capacity Estimate as may be adjusted pursuant to Condition 5 (*Adjustment to Installed Capacity Estimate: Relevant Construction Event*), Condition 6 (*Adjustment to Installed Capacity Estimate: Permitted reduction*) and/or Clause 6.5 (*Turbine reallocation*) of this CfD (Phase 2) Agreement.
- 6.3 The “**Required Installed Capacity**” applicable to this Contract for Difference is 85% of the Installed Capacity Estimate.

⁵ Drafting note: This shall be either (a) the capacity notified by the Delivery Body in the Generator’s FiT CfD Application as the capacity in megawatts, or (b) if the Allocation Round in which the Generator is participating requires them to submit a sealed bid, then the capacity for which successful allocation has taken place under the Allocation Round.

Adjustment to Installed Capacity Estimate: Permitted reduction

- 6.4 An ICE Adjustment Notice given pursuant to Condition 6.1 of the Conditions shall be invalid and of no effect unless and until a valid and effective notice has been given to the CfD Counterparty pursuant to Condition 6.1 of the CfD (Phase 1) Agreement *[and the CfD (Phase 3) Agreement]*, *[provided that the CfD (Phase 1) Agreement has not been terminated prior to the Milestone Delivery Date.]**[provided that if the CfD (Phase 1) Agreement has been terminated prior to the Milestone Delivery Date, the ICE Adjustment Notice shall be valid and effective when a valid notice has been given to the CfD Counterparty pursuant to Condition 6.1 of the CfD (Phase 3) Agreement.]*

Turbine reallocation

- 6.5 The Generator may give a notice to the CfD Counterparty (a “**Turbine Reallocation Notice**”) *[at any time prior to the first day of the Phase 1 Target Commissioning Window]*. A Turbine Reallocation Notice shall:

- (A) be given jointly by *[the Generator and Project Company 1]**[*:
- (i) *the Generator, Project Company 1 and Project Company 3 (except any of them whose Contract for Difference has been terminated) if given before the date falling three months prior to the first day of the Phase 1 Target Commissioning Window (the “Phase 1 Turbine Reallocation Deadline”); or*
 - (ii) *by the Generator and Project Company 3 if given on or after the Phase 1 Turbine Reallocation Deadline but before the date falling three months prior to the first day of the Target Commissioning Window (the “Phase 2 Turbine Reallocation Deadline”);]*
- (B) constitute *[a notice given by Project Company 3 under Clause 6.5 of the CfD (Phase 3) Agreement (a “Phase 3 Turbine Reallocation Notice”) and, if given by Project Company 1,]* a notice given by Project Company 1 under Clause 6.5 of the CfD (Phase 1) Agreement (a “**Phase 1 Turbine Reallocation Notice**”);
- (C) specify the proposed reallocation of the offshore wind turbines comprised within the Facility *[between]**[among]* this CfD (Phase 2) Agreement *[and the CfD (Phase 3) Agreement and (where applicable)]**[and]* the CfD (Phase 1) Agreement from the effective date of such Turbine Reallocation Notice;
- (D) include details of any change in assets comprising the Facility;
- (E) if the Generator has provided the CfD Counterparty with an Operational CP Notice in respect of the Further Conditions Precedent listed at Paragraph 2.1 of Part B of Schedule 1 (*Conditions Precedent*) prior to the date of the Turbine Reallocation Notice and there has been a change to the electrical schematic diagram, include an updated date and time stamped copy of the electrical schematic diagram, certified as being correct and up-to-date by a director of the

Generator and showing the locations of the Facility Metering Equipment associated with all assets comprised within the Facility; and

- (F) include such Supporting Information as the Generator considers relevant to evidence the turbine reallocation.

6.6 Any Turbine Reallocation Notice shall be invalid and of no effect [:

- (A) *if given under Clause 6.5(A)(i) on or after the Phase 1 Turbine Reallocation Deadline or under Clause 6.5(A)(ii) on or after the Phase 2 Turbine Reallocation Deadline; or]*

- (B) unless each of the Installed Capacity Estimate[,][and] the Phase 1 Installed Capacity Estimate [*and the Phase 3 Installed Capacity Estimate*] in the Turbine Reallocation Notice is no greater than it was immediately prior to the Turbine Reallocation Notice.

6.7 Any Turbine Reallocation Notice shall be irrevocable.

Adjustment to Installed Capacity Estimate: Relevant Construction Event

6.8 If, pursuant to Condition 5 (*Adjustment to Installed Capacity Estimate: Relevant Construction Event*) of the CfD (Phase 1) Agreement, the Phase 1 Installed Capacity Estimate is reduced (the amount of such reduction being the “**RCE Reduction Amount**”), the CfD Counterparty shall, within five (5) Business Days of such reduction having been agreed or determined, give a notice to the Generator [*and Project Company 3*] (a “**Phasing RCE-Adjustment Notice**”). A Phasing RCE-Adjustment Notice shall:

- (A) [*constitute a notice given to Project Company 3 under Clause 6.8 of the CfD (Phase 3) Agreement; and]*

- (B) specify the RCE Reduction Amount.

6.9 If the CfD Counterparty gives a Phasing RCE-Adjustment Notice to the Generator [*and Project Company 3*], the Generator may, within twenty (20) Business Days of receipt of such Phasing RCE-Adjustment Notice, give a notice to the CfD Counterparty (a “**Phasing RCE-Adjustment Response Notice**”). A Phasing RCE-Adjustment Response Notice shall:

- (A) [*be given jointly by the Generator and Project Company 3;*

- (B) *constitute a notice given by Project Company 3 under Clause 6.9 of the CfD (Phase 3) Agreement; and]*

- (C) specify the amount[s] by which the Installed Capacity Estimate [*and the Phase 3 Installed Capacity Estimate*] will be increased (*[the sum of such amounts being]* the “**RCE Increase Amount**”) and the Installed Capacity Estimate [*and*

the Phase 3 Installed Capacity Estimate] which will apply once such increase[s] [is]/[are] made ([respectively,] the “**Phase 2 RCE-Increased Installed Capacity Estimate**” [and the “**Phase 3 RCE-Increased Installed Capacity Estimate**”]).

- 6.10 The RCE Increase Amount shall not exceed the RCE Reduction Amount.
- 6.11 The Phase 2 RCE-Increased Installed Capacity Estimate shall constitute the Installed Capacity Estimate [and the Phase 3 RCE-Increased Installed Capacity Estimate shall constitute the Phase 3 Installed Capacity Estimate] with effect from the date of the Phasing RCE-Adjustment Response Notice.

7. CHANGES IN LAW

- 7.1 The “**Assumed Load Factor**” applicable to this Contract for Difference is [●]⁶.
- 7.2 The “**Post-Tax Real Discount Rate**” applicable to this Contract for Difference is [●]⁷.

8. PAYMENT CALCULATIONS: STRIKE PRICE

- 8.1 The “**Base Year**” applicable to this Contract for Difference is 2012.
- 8.2 The “**Initial Strike Price**” applicable to this Contract for Difference is £[●] per MWh⁸.

9. BALANCING SYSTEM (BSUOS/RCRC) AND TLM(D)

- 9.1 Part 10 (*Balancing System (BSUoS/RCRC) and TLM(D)*) of the Conditions [does not apply]/[applies] to this CfD Agreement⁹.
- 9.2 The “**Initial Balancing System Charge**” is: £[●] per MWh¹⁰.
- 9.3 The “**Initial Balancing System Charge Window**” is [●]¹¹.

⁶ Drafting note: This is to be equal to the “Assumed Load Factor” applicable to the Facility Generation Technology listed in Table J of the CfD Standard Terms Notice issued on 15 August 2014 by the Secretary of State for Energy and Climate Change.

⁷ Drafting note: This is to be equal to the “Post-Tax Real Discount Rate” applicable to the Facility Generation Technology listed in Table K of the CfD Standard Terms Notice issued on 15 August 2014 by the Secretary of State for Energy and Climate Change.

⁸ Drafting note: The Initial Strike Price will be provided by the Delivery Body following the Allocation Round.

⁹ Drafting note: Delete as applicable.

¹⁰ Drafting note: This is to be equal to the “Initial Balancing System Charge” applicable to the Facility Generation Technology listed in Table L of the CfD Standard Terms Notice issued on 15 August 2014 by the Secretary of State for Energy and Climate Change.

- 9.4 The “**Initial TLM(D) Charge**” for each calendar year from (and including) the Agreement Date to the end of the Term is that set out in the CfD Standard Terms Notice published most recently prior to the date of this Contract for Difference.

10. CURTAILMENT

- 10.1 Part 11 (*Curtailment*) of the Conditions applies to this Contract for Difference.¹²

11. TERMINATION

- 11.1 Condition 51.1(A) and Condition 51.3 of the Conditions shall not apply to this Contract for Difference.

- 11.2 A new paragraph (G) shall be added to Condition 51.1 (*Pre-Start Date Termination*) of the Conditions:

“(G) *the CfD (Phase 1) Agreement has been terminated pursuant to any Pre-Start Date Termination Event pursuant to Condition 51.1 (Pre-Start Date Termination) of the CfD (Phase 1) Agreement,*”

- 11.3 Condition 51.9 of the Conditions shall be deleted and replaced with the following provision:

“51.12 *The termination rights in this Condition 51 (Termination) or in the CfD Agreement are the only rights that either Party has to terminate the Contract for Difference.*”

- 11.4 A new paragraph (G) shall be added to Condition 53.1 (*Termination Events*) of the Conditions:

“(G) *the CfD (Phase 1) Agreement has been terminated pursuant to a Termination Event pursuant to paragraph (D) of Condition 53.1 (Termination Events).*”

12. TRANSFERS

- 12.1 Notwithstanding Condition 79.1 of the Conditions, the CfD Counterparty shall not withhold its consent to the novation of the rights, benefits, obligations and liabilities of the Generator under this Contract for Difference provided that:

¹¹ Drafting note: This is to be equal to the “Initial Balancing System Charge Window” applicable to the Facility Generation Technology listed in Table M of the CfD Standard Terms Notice issued on 15 August 2014 by the Secretary of State for Energy and Climate Change.

¹² Drafting note: This will apply in all circumstances in which this agreement applies.

- (A) no Default has arisen and is continuing;
- (B) the rights, benefits, obligations and liabilities of the Generator under this Contract for Difference are transferred to and assumed by a Group Company;
- (C) the Generator shall have given to the CfD Counterparty not less than ten (10) Business Days written notice prior to any such novation specifying the identity of the relevant Group Company to which it intends to transfer its rights, benefits, obligations and liabilities and shall have provided such details in relation to that Group Company as the CfD Counterparty may reasonably request having received such notification;
- (D) the novation relates to all (and not part only) of the rights, benefits, obligations and liabilities of the Generator under this Contract for Difference;
- (E) such novation takes effect prior to the Phase 1 Start Date;
- (F) the rights, benefits, obligations and liabilities of the Generator under all other CfD Documents are also transferred to and assumed by the same Group Company at the same time;
- (G) the Transferee is an Eligible Generator; and
- (H) the novation is entered into in the form set out in Annex 6 to this CfD (Phase 2) Agreement (*Novation Agreement*), with such amendments as the CfD Counterparty may agree.

12.2 Where the CfD Counterparty consents to a novation pursuant to Clause 12.1 it shall enter into a novation agreement in the form described in Clause 12.1(H) with the Generator and the Group Company to which the rights, benefits, obligations and liabilities of the Generator are to be novated.

13. PRO FORMA NOTICES

Where this Agreement permits, or requires, either Party to give a notice to the other Party and the form of such notice is not set out in Annex 8 (*Pro forma notices*), such notice shall be in substantially the form set out in the relevant annex to this Agreement. The foregoing: (i) shall be without prejudice to the requirement for the relevant notice to include such content as may be prescribed by the relevant Clause; and (ii) shall apply only if the form of the notice in respect of the relevant Clause is contained in an annex to this Agreement.

14. NOTICES

14.1 The address and (where such communication is expressly permitted by email) email address of each Party for any notice to be given under this Contract for Difference, 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 CfD Counterparty:

Address:	
Email address:	
For the attention of:	

15. AGENT FOR SERVICE OF PROCESS

15.1 *[Condition 87 (Agent for service of process) shall not apply to this Contract for Difference and there shall be no Service Agent.] I[Condition 87 (Agent for service of process) shall apply to this Contract for Difference and the Service Agent shall be [●] of [●].]*¹³

¹³ Drafting note: Delete as applicable. This shall be the agent notified to the Delivery Body in the Generator's FIT CfD Application as its agent for service of process, where the Applicant is not based in England/Wales.

Annex 1
(Description of the Facility)

[Drafting note: Description of the Facility to be populated using information provided in the [FIT CfD Application] and to include the unique geographical coordinates of the Facility.]

**Annex 2
(Modification Agreement)**

**Annex 3
(Turbine Reallocation Notice)**

To: [•] (the “CfD Counterparty”)
[Address]

From: [[•] (“Project Company 1”)]
[•] (“Project Company 2”)
[[•] (“Project Company 3”)]
[Unique reference number(s): [•]]

Date: [•]

CONTRACT FOR DIFFERENCE – TURBINE REALLOCATION NOTICE

Dear Sirs,

1. We refer to the following agreements between you as the CfD Counterparty and us as the Generator (the “**Agreements**”):

- (A) [the agreement between the CfD Counterparty and Project Company 1 dated [•]; [and]]
- (B) the agreement between the CfD Counterparty and Project Company 2 dated [•] [.] [; and]
- (C) *the agreement between the CfD Counterparty and Project Company 3 dated [•].*

Terms and expressions defined in or incorporated into the Agreements have the same meanings when used in this notice.

2. We further refer you to Clause 6.5 of each of the Agreements.

3. This is a Turbine Reallocation Notice.

4. The proposed reallocation of offshore wind turbines [between]/[among] the Agreements is [•] and the effect of this reallocation is:

- (A) [Phase 1 Installed Capacity Estimate: []];
- (B) Phase 2 Installed Capacity Estimate: [] ; and
- (C) [*Phase 3 Installed Capacity Estimate: []*].

5. We enclose evidence of a change in the assets comprising the Facility arising in connection with this turbine reallocation.

6. We enclose such Supporting Information as we consider relevant to evidence this reallocation.

Yours faithfully,

.....
For and on behalf of
[Project Company 1]
Project Company 2
[Project Company 3]

**Annex 4
(Phasing RCE-Adjustment Notice)**

To: [•] [(the “Generator”)]/[(“Project Company 2”)]
[[•] (“Project Company 3”)]
[Unique reference number(s): [•]]

From: [•] (the “CfD Counterparty”)
[Address]

Date: [•]

CONTRACT FOR DIFFERENCE – PHASING RCE-ADJUSTMENT NOTICE

Dear Sirs,

1. [We refer to the agreement dated [•] between you as the Generator and us as the CfD Counterparty (the “**Agreement**”) / [We refer to the agreement dated [•] between you as the Generator and us as the CfD Counterparty and the agreement between you as the CfD Counterparty and Project Company 3 dated [•] (the “**Agreements**”):

Terms and expressions defined in or incorporated into the Agreement[s] have the same meaning[s] when used in this notice.

2. We further refer you to Clause 6.8 of the Agreement[s].
3. This is a Phasing RCE-Adjustment Notice.
4. The RCE Reduction amount is [•].

Yours faithfully,

.....

For and on behalf of
the **CfD Counterparty**

**Annex 5
(Phasing RCE-Adjustment Response Notice)**

To: [•] (the “CfD Counterparty”)
[Address]

From: [•] [(the “Generator”)]/[(“Project Company 2”)]
[[•] (“Project Company 3”)]
[Unique reference number(s): [•]]

Date: [•]

CONTRACT FOR DIFFERENCE – PHASING RCE-ADJUSTMENT RESPONSE NOTICE

Dear Sirs,

1. [We refer to the [agreement dated [•] between you as the CfD Counterparty and us as the Generator (the “**Agreement**”)] / [We refer to the agreement dated [•] between you as the CfD Counterparty and us as the Generator and the agreement between you as the CfD Counterparty and Project Company 3 dated [•] (the “**Agreements**”)]:

Terms and expressions defined in or incorporated into the Agreement[s] have the same meaning[s] when used in this notice.

2. We further refer you to Clause 6.9 of the Agreement[s].
3. This is a Phasing RCE-Adjustment Response Notice.
4. The RCE Increase Amount will be [•]. [The Phase 2 Installed Capacity Estimate will be increased by [•] and the Phase 3 Installed Capacity Estimate will be increased by [•].]
5. [The RCE-Increased Installed Capacity Estimate will be [•].][The Phase 2 RCE-Increased Installed Capacity Estimate will be [•] and the Phase 3 RCE-Increased Installed Capacity Estimate will be [•].]

Yours faithfully,

.....

For and on behalf of
[the **Generator**]/
[**Project Company 2**]/
[**Project Company 3**]

**Annex 6
(Novation Agreement)**

THIS NOVATION AGREEMENT (the “**Agreement**”) is dated [●] and made as a deed

BETWEEN:

- (1) [insert name and details of the generator] (the “**Transferor**”);
- (2) [insert name and details of the transferee] (the “**Transferee**”); and
- (3) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is 3 Whitehall Place, London SW1A 2AW and whose company number is 08818711 (the “**CfD Counterparty**”),

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

- (A) The CfD Counterparty and the Transferor have entered into a contract for difference dated [●] (the “**Contract for Difference**”).
- (B) The CfD Counterparty has consented to a novation of the Contract for Difference and the other CfD Documents in favour of the Transferee under clause 11 (*Transfers*) of the Contract for Difference.
- (C) The parties to the Contract for Difference have therefore agreed that the Contract for Difference and the other CfD Documents shall be novated to the CfD Counterparty and the Transferee with effect from the Effective Date, subject to the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the recitals:

“**CfD Documents**” means the Contract for Difference and each of the agreements entered into between the CfD Counterparty and the Transferor which are listed in Annex 1 to this Agreement;

“**Conditions Precedent**” means delivery to the CfD Counterparty of the following:

- (A) a legal opinion addressed to the CfD Counterparty, in form and content reasonably satisfactory to the CfD Counterparty, from the legal advisers to the Transferee confirming that the Transferee:

- (i) is duly formed and validly existing under the laws of the jurisdiction of formation; and
 - (ii) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Agreement; and
- (B) evidence, in form and content satisfactory to the CfD Counterparty, acting reasonably, of compliance by the Transferee with “know your customer” or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by this Agreement; and
- (C) if the Generator has provided the CfD Counterparty with a Further CP Notice in respect of the Further Condition Precedent listed at Paragraph 2.1 of Part B of Schedule 1 (*Conditions Precedent*), the CfD Counterparty having received written confirmation from the CfD Settlement Services Provider that:
- (i) it has received the CfD Settlement Required Information which is required from the Transferee; and
 - (ii) the Transferee has in place the systems and processes which are necessary for the continued provision of the CfD Settlement Required Information; and

“**Effective Date**” means the date on which the CfD Counterparty notifies the Transferee that the CfD Counterparty considers that the Transferee has fulfilled the Conditions Precedent.

1.2 Unless a contrary indication appears:

- (A) words and expressions defined, or defined by reference, in the Contract for Difference have the same meanings in this Agreement and the recitals;
- (B) Conditions 1.3 and 1.4(A)-(B) of the Contract for Difference shall apply to this Agreement; and
- (C) any reference in this Agreement to a “**Clause**” is a reference to a Clause of this Agreement.

2. CFD COUNTERPARTY RELEASE AND DISCHARGE

With effect from the Effective Date, the CfD Counterparty releases and discharges the Transferor from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the CfD Counterparty and arising out of or in respect of the CfD Documents.

3. TRANSFEROR RELEASE AND DISCHARGE

- 3.1 With effect from the Effective Date, the Transferor releases and discharges the CfD Counterparty from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the Transferor and arising out of or in respect of the CfD Documents.
- 3.2 The Transferor's obligations under Condition 72 (*Confidentiality*) of the Contract for Difference shall continue in effect notwithstanding any other provision of this Agreement.

4. TRANSFEREE ASSUMPTION OF LIABILITIES

With effect from the Effective Date, the Transferee undertakes to assume all the liabilities, duties and obligations of the Transferor of every description contained in the CfD Documents, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed, and agrees to perform all the duties and to discharge all the liabilities and obligations of the Transferor under the CfD Documents and to be bound by their terms and conditions in every way as if the Transferee were named in each CfD Document as a party in place of the Transferor from the date of each such CfD Document.

5. CFD COUNTERPARTY AGREEMENT TO PERFORM

With effect from the Effective Date, the CfD Counterparty agrees to perform all its duties and to discharge all its obligations under the CfD Documents and to be bound by all the terms and conditions of the CfD Documents in every way as if the Transferee were named in each CfD Document as a party in place of the Transferor from the date of each CfD Document.

6. REPLACEMENT OF TRANSFEROR BY TRANSFEREE

As from the Effective Date, reference to the Transferor (by whatsoever name known) in each CfD Document shall be deleted and replaced by reference to the Transferee.

7. TRANSFEREE'S REPRESENTATIONS AND WARRANTIES

The Transferee shall on the Effective Date represent and warrant to the CfD Counterparty that:

- (A) as at the Effective Date, the representations and warranties set out at Conditions 28.1 and 28.2 of the Contract for Difference are, in respect of the Transferee, true, accurate and not misleading on the basis that references to the Generator shall be deemed to be references to the Transferee; and
- (B) it is an Eligible Generator.

8. CONTINUANCE OF THE CONTRACT FOR DIFFERENCE

It is hereby agreed and declared that the CfD Documents as novated shall continue in full force and effect and that, as from the Effective Date, the terms and conditions of the CfD Documents have only changed to the extent set out in this Agreement.

9. FURTHER ASSURANCE

With effect from the Effective Date, the Parties shall enter into such further agreements and do all such other things as are necessary to substitute the Transferee for the Transferor in respect of the rights, benefits, obligations or liabilities that are, or are to be, the subject of this Agreement and to give effect to any consequential amendments to the Contract for Difference or any other CfD Document that are necessary to give effect to this Agreement.

10. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not create any rights under the Contract (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to it.

11. VARIATIONS

No variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties to this Agreement.

12. NOTICES

Any notices to be served on the Transferee pursuant to this Agreement or the Contract for Difference shall be served in accordance with Condition 80 (*Notices*) of the Contract for Difference and to:

Address:	
Email address:	
For the attention of:	

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF this Agreement has been executed and delivered as a deed on the date first stated above.

The TRANSFEROR

EXECUTED and delivered as a **DEED** by)
[name of Transferor])
acting by its director/duly appointed attorney)

Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

The TRANSFEREE

EXECUTED and delivered as a **DEED** by)
[name of Transferee])
acting by its director/duly appointed attorney)

Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

The CfD COUNTERPARTY

EXECUTED and delivered as a **DEED** by)
LOW CARBON CONTRACTS COMPANY LTD)
acting by its director/duly appointed attorney)
Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

**Annex 1 to Novation Agreement
CfD Documents**

[List of other CfD Documents to be inserted here]

EXECUTION PAGE

The GENERATOR

SIGNED BY)
)
 [*name of signatory*])
 for and on behalf of)
 [*name of the Generator*] (Signature of named signatory)

The CfD COUNTERPARTY

SIGNED BY)
)
 [*name of signatory*])
 for and on behalf of)
 Low Carbon Contracts Company (Signature of named signatory)
 Ltd