

Dated

[            ]

(as the DEVELOPER)

and

[LOW CARBON CONTRACTS COMPANY LTD]

(as the GGR CONTRACT COUNTERPARTY)

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GGR AGREEMENT

RELATING TO [*name of Project*]

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**DRAFT**

**August 2025**

**[This draft of the GGR Contract has been developed alongside the GGR Business Model Summary (December 2023 and August 2025) and reflects the outcome of ongoing policy work and stakeholder engagement. This document is subject to the disclaimer set out in the draft GGR Contract Terms and Conditions (August 2025).]**

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**THIS GGR 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 "**Developer**"); 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 "**GGR Contract Counterparty**").<sup>1</sup>

## **BACKGROUND**

- (A) This GGR Agreement is entered into further to an offer made pursuant to a direction given under Section 68 of the EA 2023.
- (B) The Developer is an eligible carbon capture entity pursuant to Chapter 1 of Part 2 of the EA 2023.
- (C) The GGR Contract Counterparty is [a company wholly owned by the UK Government]<sup>2</sup> and is entering into this GGR Agreement solely in its capacity as a carbon capture counterparty for the purposes of Chapter 1 of Part 2 of the EA 2023.
- (D) This GGR Agreement, together with the terms and conditions set out in [version [1] of the document entitled "GGR Contract Terms and Conditions"] as at [insert date], constitute a "**GGR Contract**".<sup>3</sup>

**IT IS AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

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

- 1.2 In this GGR Agreement and its recitals:

**"Capture Plant"** means the part of the Installation described in Annex 1 (*Description of the Facility*), which:

- (A) is designed, developed, constructed, commissioned, operated and maintained for the specific purpose of capturing, conditioning, monitoring, metering and exporting CO<sub>2</sub> [produced by the Installation]<sup>4</sup>[captured from ambient air]<sup>5</sup> (including all necessary interfaces and any other facilities or equipment required to export CO<sub>2</sub> to the T&S

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<sup>1</sup> **Note to Reader:** The GGR Contract Counterparty to be confirmed by DESNZ.

<sup>2</sup> **Note to Reader:** The GGR Contract Counterparty to be confirmed by DESNZ.

<sup>3</sup> **Note to Reader:** Document description and date to be confirmed prior to award by DESNZ.

<sup>4</sup> **Note to Reader:** Applicable to BECCS Facilities only and to be deleted as required.

<sup>5</sup> **Note to Reader:** Applicable to DACCS Facilities only and to be deleted as required.

Network up to the T&S Network Delivery Point(s)) which complies with the [Delivery CO<sub>2</sub> Quality Standards]<sup>6</sup>; and

- (B) includes all associated infrastructure required to integrate such installation within the Project;

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

"**Facility**" means [the Installation,]<sup>7</sup> the Capture Plant and (if applicable) all necessary interfaces and any other facilities or equipment required, for the safe, efficient, timely and economical operation of [the Installation]<sup>8</sup> and Capture Plant in a manner to satisfy fully the requirements under the GGR Contract;

"**HoldCo**" means (at the Agreement Date) [●] and any other person who holds any direct legal, beneficial or equitable interest in the equity share capital (or other economic interests) in the Developer from time to time;]

"**Installation**" means the equipment and other facilities described in Annex 1 (*Description of the Facility*), in each case utilising the [Facility GGR Technology], excluding the Capture Plant;]<sup>9</sup>

"**Service Agent**" has the meaning given to it in clause 10 (but only if Condition [86] (*Agent for service of process*) is expressed to apply to the GGR Contract in this GGR Agreement);

"**Site**" means the land described in Annex 1 (*Description of the Facility*); and

"**T&S Network Delivery Point(s)**" means the point(s) of connection of the Capture Plant to the T&S Network pursuant to the T&S Connection Agreement as identified on the plan in Annex 1 (*Description of the Facility*).

## 2. AGREEMENT

### *The Developer*

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

### *The GGR Contract Counterparty*

- 2.2 The GGR Contract Counterparty shall, as from the Agreement Date, comply with this GGR Agreement (including the Conditions) as the "**GGR Contract Counterparty**" and agrees that

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<sup>6</sup> **Note to Reader:** The metering and measurement provisions are subject to development, however, the Developer will be required to deliver CO<sub>2</sub> to the T&S Network in accordance with the Delivery CO<sub>2</sub> Quality Standards. The Delivery CO<sub>2</sub> Quality Standards relate to the compositional limits of the CO<sub>2</sub>Rich Stream that are permissible for entry to the relevant T&S Network.

<sup>7</sup> **Note to Reader:** The Installation (being the underlying generation plant) is applicable to BECCS Facilities only and will be deleted as applicable.

<sup>8</sup> **Note to Reader:** The Installation (being the underlying generation plant) is applicable to BECCS Facilities only and will be deleted as applicable.

<sup>9</sup> **Note to Reader:** The Installation (being the underlying generation plant) is applicable to BECCS Facilities only and will be deleted as applicable.

the Conditions are hereby incorporated into this GGR Agreement as if they were clauses of this GGR Agreement.

### ***Specific terms***

2.3 [The Parties have agreed to amend the Conditions as set out in Annex 4 (Modification Agreement).]<sup>10</sup>

2.4 The Parties agree that, for the purposes of this GGR Contract, the Conditions shall be amended, modified, supplemented or replaced in accordance with the terms of this GGR Agreement.

### **3. DEVELOPMENT EXPENDITURE**

The "Devex Recovery Date" applicable to this GGR Contract is [●].<sup>11</sup>

### **4. TECHNOLOGY TYPE<sup>12</sup>**

#### ***Facility GGR Technology***

4.1 The Facility GGR Technology is the [BECCS Technology]/[DACCS Technology] deployed by the Facility, as detailed in Annex 1 (*Description of the Facility*).

#### ***Inlet CO<sub>2</sub> Measurement<sup>13</sup>***

4.2 The following Annex[(es)] to the Conditions shall apply to this GGR Contract:<sup>14</sup>

(A) [Annex [8] (*Pre-Capture Meter Operational Framework and Technical Specification*)];<sup>15</sup>and]

(B) [Annex [9] (*Stack Meter Operational Framework and Technical Specification*)].<sup>16</sup>

4.3 The "Inlet CO<sub>2</sub> Measurement Data" means [●].<sup>17</sup>

(A) [in relation to Annex [8] (*Pre-Capture Meter Operational Framework and Technical Specification*) of the Conditions, the [●]; and]

<sup>10</sup> **Note to Reader:** Clause to be retained only if it is agreed that specific amendments to any given GGR Contract will be made.

<sup>11</sup> **Note to Reader:** This date shall be agreed on a project-by-project basis with DESNZ.

<sup>12</sup> **Note to Reader:** DESNZ is considering whether any other project-specific information should be added to this section.

<sup>13</sup> **Note to Reader:** The inlet CO<sub>2</sub> measurement methods will be agreed during negotiations. The default measurement method is direct measurement by pre-capture meters however a Developer may be permitted to use one of the two exceptions to the default measurement method if agreed by DESNZ following discussions with the relevant Developer. If agreed by DESNZ, a Developer may measure its Measured CO<sub>2</sub> Input using different measurement methods and therefore more than one (1) Annex to the Conditions may apply. Measurement provisions remain subject to development.

<sup>14</sup> **Note to Reader:** Delete as applicable. A Developer may measure its Measured CO<sub>2</sub> Input using different measurement methods and therefore more than one (1) Annex may apply. The applicability of the relevant annex will depend upon the type of technology.

<sup>15</sup> **Note to Reader:** Annex [8] (*Pre-Capture Meter Operational Framework and Technical Specification*) of the Conditions will apply if the Developer uses direct pre-capture metering to measure its Measured CO<sub>2</sub> Input. Annex [8] is subject to development.

<sup>16</sup> **Note to Reader:** Annex [9] (*Stack Meter Operational Framework and Technical Specification*) of the Conditions will apply if the Developer uses stack metering to measure its Measured CO<sub>2</sub> Input. Annex [9] is subject to development.

<sup>17</sup> **Note to Reader:** Delete as applicable. The relevant definition(s) will depend on the inlet CO<sub>2</sub> measurement method(s) agreed during negotiations. Measurement provisions remain subject to development.

(B) [in relation to Annex [9] (*Stack Meter Operational Framework and Technical Specification*) of the Conditions, the [●].]

4.4 The "**Inlet CO<sub>2</sub> Measurement Point(s)**" means [●].<sup>18</sup>

4.5 The "**Inlet CO<sub>2</sub> Measurement Specification[(s)]**" means [●].<sup>19</sup>

(A) [Annex [8] (*Pre-Capture Meter Operational Framework and Technical Specification*) of the Conditions; and]

(B) [Annex [9] (*Stack Meter Operational Framework and Technical Specification*) of the Conditions.]

### ***T&S CO<sub>2</sub> Measurement***

4.6 The "**Maximum Metered CO<sub>2</sub> Rich Stream Output to T&S Flow Rate**" applicable to this GGR Contract shall be [●] (*expressed in tCO<sub>2RS</sub>/h*).<sup>20</sup>

4.7 The "**Initial Minimum Turndown Rate**" applicable to this GGR Contract shall be [●] tCO<sub>2RS</sub>/Reporting Unit.<sup>21</sup>

## **5. CONDITIONS PRECEDENT AND MILESTONE**

### ***Interpretation***

5.1 The "**Initial Target Commissioning Window**" applicable to this GGR Contract shall be twelve (12) months, such period commencing on [●].<sup>22</sup>

5.2 The "**Longstop Period**" applicable to this GGR Contract 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**".

5.3 The "**Target Commissioning Date**" applicable to this GGR Contract shall be [●].<sup>23</sup>

5.4 The "**TCDE Relief Amount End Date**" applicable to this GGR Contract shall be the date which falls [●] ([●]) months after the T&S Network Availability Date.<sup>24</sup>

### ***Initial Conditions Precedent***

5.5 The "**Applicable Connection Documents**" for the purposes of this GGR Contract are:

<sup>18</sup> **Note to Reader:** The relevant Inlet CO<sub>2</sub> Measurement Point(s) will depend on the inlet CO<sub>2</sub> measurement method(s) agreed during negotiations. Measurement provisions remain subject to development.

<sup>19</sup> **Note to Reader:** Delete as applicable. The relevant Inlet CO<sub>2</sub> Measurement Specification(s) will depend on the inlet CO<sub>2</sub> measurement method(s) agreed during negotiations and more than one (1) Annex may apply. Measurement provisions remain subject to development.

<sup>20</sup> **Note to Reader:** This shall be the Developer's maximum CO<sub>2</sub> Rich Stream flow rate (i.e. the total maximum instantaneous mass flow rate of CO<sub>2</sub> rich stream as specified in the Developer's T&S Connection Agreement).

<sup>21</sup> **Note to Reader:** This figure shall be set on a project-by-project basis and agreed during negotiations. The figure should reflect the value in the T&S Connection Agreement when it is first signed.

<sup>22</sup> **Note to Reader:** This date shall be set on a project-by-project basis and agreed during negotiations with DESNZ.

<sup>23</sup> **Note to Reader:** This shall be the date agreed during negotiations as the Developer's "Target Commissioning Date" and will be a date falling within the Initial Target Commissioning Window.

<sup>24</sup> **Note to Reader:** This date shall be set on a project-by-project basis.

- (A) [a water connection [offer]/[agreement] signed by the Developer and the Water Licensed Operator;]
- (B) [a Private Water Network use agreement signed by the developer and the owner or operator of the private water network, granting the Developer and Facility access to and use of the relevant network [as described in [insert relevant document]]];]
- (C) [a private water extraction licence signed by the Developer and the Environment Agency;]
- (D) [an electricity grid connection [offer]/[agreement] signed by the Developer and the Electricity Transmission System Operator;]
- (E) [an electricity connection [offer]/[agreement] signed by the Developer and the Licensed Electricity Distributor;]
- (F) [a Private Electricity Network use agreement signed by the Developer and the owner or operator of the private electricity network, granting the Developer and Facility access to and use of the relevant network [as described in [insert relevant document]]];]
- (G) [a natural gas connection [offer]/[agreement] signed by the Developer and the Gas Licensed Transporter;]
- (H) [a Private Natural Gas Network or Private Refinery Off-Gas Network use agreement signed by the Developer and the owner or operator of the relevant network, granting the Developer and Facility access to and use of the relevant network [as described in [insert relevant document]]];]

as such documents are more fully described in Annex 5 (*Key Project Documents*);

### ***Operational Conditions Precedent***

- 5.6 [An "**Approved Scheme of Funding**" for the purposes of this GGR Contract means: [●]].<sup>25</sup>
- 5.7 The "**CO<sub>2</sub> Storage Rate Estimate**" applicable to this GGR Contract is [●] (*expressed as a percentage (%)*).<sup>26</sup>
- 5.8 The "**T&S Flow Rate Estimate**" applicable to this GGR Contract is [●] (*expressed in tCO<sub>2</sub>/h*).<sup>27</sup>

### ***Milestone***

- 5.9 The "**Initial Milestone Delivery Date**" applicable to this GGR Contract shall be [eighteen (18)] months after the Agreement Date.
- 5.10 The "**Total Project Pre-Commissioning Costs**" applicable to this GGR Contract shall be £[●].<sup>28</sup>

<sup>25</sup> **Note to Reader:** If applicable, this shall be notified to, and verified by, DESNZ on a project-by-project basis and shall refer to any funding provided to the Developer and/or its Affiliates in respect of the Project prior to the Agreement Date.

<sup>26</sup> **Note to Reader:** Applicable to BECCS Facilities only. An efficiency test for DACCS Facilities is under consideration by DESNZ.

<sup>27</sup> **Note to Reader:** This shall be the Developer's estimate of the CO<sub>2</sub> flow rate to the T&S Network (i.e. the total instantaneous mass flow rate of CO<sub>2</sub> that the Developer estimates will be delivered to the T&S Network Delivery Point(s)) which shall be notified to DESNZ in the Developer's application for a GGR Contract. The final figure shall be agreed by DESNZ on a project-by-project basis during negotiations.

<sup>28</sup> **Note to Reader:** This shall be set on a project-by-project basis and agreed during negotiations.

5.11 The "**Project Commitments**" applicable to this GGR Contract shall be the requirements provided for in:

- (A) Part A of Annex 2 (*Project Commitments*); and
- (B) the section of Part B of Annex 2 (*Project Commitments*) which is expressed to apply to the Facility GGR Technology.

## 6. NET REMOVAL CAPACITY ESTIMATE AND GGR CONTRACT SALES CAP

6.1 The "**Initial Net Removal Capacity Estimate**" applicable to this GGR Contract is [●] (*expressed in (tCO<sub>2</sub>/Day)*).<sup>29</sup>

6.2 The "**Initial GGR Contract Sales Cap**" applicable to this GGR Contract is [●] (*expressed in tCO<sub>2</sub>*).<sup>30</sup>

## 7. CHANGES IN LAW

7.1 The "**Initial Non-Variable Costs Strike Price**" applicable to this GGR Contract is £[●]/tCO<sub>2</sub>.<sup>31</sup>

7.2 The "**Post-Tax Real Discount Rate**" applicable to this GGR Contract is [●].

## 8. PAYMENT CALCULATIONS

8.1 The "**Base Year**" applicable to this GGR Contract is [●].

8.2 The "**Initial Capex Strike Price**" applicable to this GGR Contract is £[●]/tCO<sub>2</sub>.<sup>32</sup>

8.3 The "**Initial Strike Price**" applicable to this GGR Contract is £[●]/tCO<sub>2</sub>.<sup>33</sup>

8.4 The "**Maximum T&S Capacity**" applicable to this GGR Contract is [●] (*expressed in tCO<sub>2RS</sub>/Day*) in respect of each Reporting Unit.<sup>34</sup>

8.5 The "**Mitigation Adjustment**" means an adjustment to the Strike Price (*expressed as a percentage (%)*) during a Capture Outage Relief Event by reference to the duration of the Capture Outage Relief Event and the Developer Available T&S Capacity set out in the Mitigation Adjustment Table.<sup>35</sup>

<sup>29</sup> **Note to Reader:** The Initial Net Removal Capacity Estimate will represent the Developer's estimate, as at the Agreement Date, of the Net Removal Capacity for each Day during the operational period of the GGR Contract. This shall be determined by reference to the GGR Standard.

<sup>30</sup> **Note to Reader:** The Initial GGR Contract Sales Cap will represent the Facility's forecast total GGR Credits during the operational period of the GGR Contract.

<sup>31</sup> **Note to Reader:** The Initial Non Variable Costs Strike Price will represent the non-variable components of the Strike Price, which shall be notified to, and agreed by, DESNZ on a project-by-project basis.

<sup>32</sup> **Note to Reader:** The Initial Capex Strike Price will represent the capital expenditure and return components of the Strike Price, which shall be notified to, and agreed by, DESNZ on a project-by-project basis.

<sup>33</sup> **Note to Reader:** The Initial Strike Price shall be set on a project-by-project basis and agreed during negotiations. The Initial Strike Price shall be the Strike Price in the Base Year.

<sup>34</sup> **Note to Reader:** This shall be the maximum amount of CO<sub>2</sub> Rich Stream that the Developer can deliver to the T&S Network in a Reporting Unit and will be agreed on a project-by-project basis.

<sup>35</sup> **Note to Reader:** The Variable Component of Strike Price will be adjusted during a Capture Outage Relief Event by reference to the duration of the Capture Outage Relief Event, the Developer Available T&S Capacity, and the variable operating costs that a Developer will be able to mitigate, and will be deemed to have mitigated, including, for example, from reduced energy consumption by turning down the throughput of the Capture Plant from a full load to a part-load operating condition during such Capture Outage Relief Event



8.6 The "**Mitigation Adjustment Table**" applicable to this GGR Contract is set out in [Part A (*Post-Combustion BECCS Facilities*)/Part B (*DACCS Facilities*)] of Annex 3 (*Mitigation Adjustment*).

8.7 The "**Total Capex Payment**" applicable to this GGR Contract is £[●].<sup>36</sup>

8.8 The "**Total Return Component**" applicable to this GGR Contract is £[●].<sup>37</sup>

8.9 The "**Variable Component of Strike Price**" applicable to this GGR Contract is [●]%.<sup>38</sup>

## 9. NOTICES

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

(A) in the case of the Developer:

Address:

Email address:

For the attention of:

(B) in the case of the GGR Contract Counterparty:

Address:

Email address:

For the attention of:

## 10. AGENT FOR SERVICE OF PROCESS

[Condition [86] (*Agent for service of process*) shall not apply to this GGR Contract and there shall be no Service Agent.]/[Condition [86] (*Agent for service of process*) shall apply to this GGR Contract and the "**Service Agent**" shall be [●] of [●].]<sup>39</sup>

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(see Annex 3 (*Mitigation Adjustment*)). The details of such adjustment are subject to further review and development by DESNZ, including to reflect further technical and financial input.

<sup>36</sup> **Note to Reader:** This shall be the total eligible capital expenditure for the Capture Plant (and associated facilities/equipment) which will be subsidised via the GGR Contract as agreed between DESNZ and the Developer. This figure may include capital expenditure relating to long-lead items which is incurred pre-Agreement Date and will include other capital expenditure which is incurred post-Agreement Date. It may also include certain development expenditure (i.e. pre-FEED costs) incurred following the Devex Recovery Date.

<sup>37</sup> **Note to Reader:** This shall be the total return component, which will be a fixed quantum reflecting an agreed rate of return on capital investment, expressed in pounds sterling.

<sup>38</sup> **Note to Reader:** The Variable Component of Strike Price shall be the proportion of the Strike Price that relates to the variable operating costs (expressed as a percentage (%)), which shall be agreed by DESNZ on a project-by-project basis.

<sup>39</sup> **Note to Reader:** Delete as applicable. This shall be the agent notified to DESNZ in the Developer's application for a GGR Contract as the Developer's agent for service of process, where the Developer is not based in England/Wales.

## Annex 1 (Description of the Facility)

### Part A: Overview

The Facility is the *[insert name of project]*, comprising of the following:

#### **[Installation]<sup>40</sup>**

The Installation falls 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 Installation to be populated using information provided in the Developer's application for a GGR Contract and to include the unique geographical coordinates of the Installation and the T&S Network Delivery Point(s).]*

#### **Capture Plant**

The Capture Plant falls 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 Capture Plant to be populated using information provided in the Developer's application for a GGR Contract and to include the unique geographical coordinates of the Capture Plant and the T&S Network Delivery Point(s).]*

### Part B: Facility GGR Technology

*[Drafting note: Description of the Facility GGR Technology to be populated using information provided in the relevant section of the Developer's application for a GGR Contract.]*

<sup>40</sup>

**Note to Reader:** Applicable to BECCS Facilities only and to be deleted as required.

**Annex 2<sup>41</sup>**  
**(Project Commitments)**

**Part A: General Project Commitments**

Delivery to the GGR Contract Counterparty of the following:

- (A) a copy of a resolution of the Developer'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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer has, or will have, sufficient financial resources to meet the Total Project Spend and (ii) the Facility Requirements.

<sup>41</sup>

**Note to Reader:** This Annex is subject to further review and development by DESNZ.

## Part B: Technology Specific Project Commitments

### 1. BECCS TECHNOLOGY

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

- (A) entry by the Developer into an engineering, procurement and construction contract for the Facility, providing for the supply and installation of the Material Equipment;
- (B) entry by the Developer into an agreement for the supply of the Material Equipment; and
- (C) entry by the Developer 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 GGR Contract:

**"Material Equipment"** means such equipment in respect of the Project, which, acting in accordance with a Reasonable and Prudent Standard, the Developer 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:<sup>42</sup>

- (A) [●];

### 2. DACCS TECHNOLOGY

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

- (A) entry by the Developer into an engineering, procurement and construction contract for the Facility, providing for the supply and installation of the Material Equipment;
- (B) entry by the Developer into an agreement for the supply of the Material Equipment; and
- (C) entry by the Developer 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 GGR Contract:

**"Material Equipment"** means such equipment in respect of the Project, which, acting in accordance with a Reasonable and Prudent Standard, the Developer 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:<sup>43</sup>

- (A) [●];

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<sup>42</sup> **Note to Reader:** This definition is subject to further review and development by DESNZ.

<sup>43</sup> **Note to Reader:** This definition is subject to further review and development by DESNZ.

**Annex 3**  
**(Mitigation Adjustment)<sup>44</sup>**

**Part A: Post-Combustion BECCS Facilities**

Developer Available T&S Capacity	Duration of Capture Outage Relief Event and corresponding Mitigation Adjustment (%)		
	$\geq 1 \text{ day} \leq 1 \text{ week}$	$> 1 \text{ week} \leq 1 \text{ month}$	$> 1 \text{ month}$
$> 80\% \leq 100\%$	[●]	[●]	[●]
$> 60\% \leq 80\%$	[●]	[●]	[●]
$> 40\% \leq 60\%$	[●]	[●]	[●]
$> 20\% \leq 40\%$	[●]	[●]	[●]
$0\% \leq 20\%$	[●]	[●]	[●]

**Part B: DACCS Facilities**

Developer Available T&S Capacity	Duration of Capture Outage Relief Event and corresponding Mitigation Adjustment (%)		
	$\geq 1 \text{ day} \leq 1 \text{ week}$	$> 1 \text{ week} \leq 1 \text{ month}$	$> 1 \text{ month}$
$> 80\% \leq 100\%$	[●]	[●]	[●]
$> 60\% \leq 80\%$	[●]	[●]	[●]
$> 40\% \leq 60\%$	[●]	[●]	[●]
$> 20\% \leq 40\%$	[●]	[●]	[●]
$0\% \leq 20\%$	[●]	[●]	[●]

<sup>44</sup>

**Note to Reader:** This definition is subject to further review and development by DESNZ.

**Annex 4**  
**(Modification Agreement)<sup>45</sup>**

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<sup>45</sup> **Note to Reader:** Annex to be retained only if it is agreed that specific amendments to any given GGR Contract will be made.

**Annex 5**  
**(Key Project Documents)**

No.	Document description	Date	Document reference number
<b>Applicable Connection Documents</b>			
1.	[●]	[●]	[●]
2.	[●]	[●]	[●]
3.	[●]	[●]	[●]
4.	[●]	[●]	[●]
<b>Applicable Planning Consents</b>			
5.	[●]	[●]	[●]
6.	[●]	[●]	[●]
7.	[●]	[●]	[●]
8.	[●]	[●]	[●]

**EXECUTION PAGE**

**The DEVELOPER**

SIGNED BY )  
)  
) .....  
) (Signature of named signatory)

.....

Print name

For and on behalf of [*name of the Developer*]

**The GGR CONTRACT COUNTERPARTY**

SIGNED BY )  
)  
) .....  
) (Signature of named signatory)

.....

Print name

For and on behalf of [*name of the GGR Contract Counterparty*]