

## Renewable Certificate Terms – ROCs

Where the Contract Information Pack lists Relevant ROCs as a Product, these Renewable Certificate Terms – ROCs apply.

### 1 Additional provisions for ROC invoicing

The following Condition shall apply as Condition 3.5B of the Agreement:

- 3.5B.1 In the case of Relevant ROCs, EDF Energy shall issue an Invoice to the Generator promptly after the transfer of Relevant ROCs in accordance with Condition 4 of the Renewable Certificate Terms – ROCs.
- 3.5B.2 Where the Contract Information Pack states that the ROC Payment Frequency is annual, EDF Energy shall issue an Invoice to the Generator prior to the ROC Payment Date with as much notice as is required for payment by EDF Energy according to the Payment Terms.
- 3.5B.3 Pursuant to the above the Parties have agreed that EDF Energy is responsible for the issuance of all Invoices after the transfer of the Relevant ROCs and EDF Energy shall then be responsible for paying the Generator the amount due under that Invoice in accordance with Condition 3.7 of the Agreement.

### 2 Additional warranties for ROCs

The Generator provides the following additional warranties:

- 2.1.1 each Generating Station is fully accredited and will continue to be accredited and eligible to receive ROCs from the Authority;
- 2.1.2 it will provide, on a monthly basis, copies to the Authority of all relevant information and data held by it and required by the Authority for the purpose of issuing ROCs;
- 2.1.3 good legal title to all the Relevant ROCs will be transferred to EDF Energy pursuant to the terms of the Agreement, free and clear of any adverse claims and encumbrances;
- 2.1.4 on each ROC Transfer Request Date, each Relevant ROC that is referred to in the relevant ROC Transfer Request is in full force and effect and to the Generator's best information knowledge and belief, no circumstances exist under which the Authority could revoke that ROC; and
- 2.1.5 in respect of all Relevant ROCs, the Generating Station operated in accordance with the requirements of the Renewables Obligation Order in respect of Bioliqid Generation ROCs and/or non-Bioliqid Generation ROCs, as applicable.

### 3 Supply of power associated with ROCs

3.1 The following shall be included as Conditions 5.6 and 5.7 in the Agreement:

- 5.6 Subject to Condition 5.7, EDF Energy may supply any Products purchased under the Agreement to any Person. EDF Energy will cooperate with any request made by the Authority or the Generator to ascertain where EDF Energy has sold the electricity corresponding to the Relevant Metered Output.
- 5.7 Without prejudice to Condition 5.6, if EDF Energy supplies, or knows that it will supply, electricity corresponding to the Relevant Metered Output to customers outside Great Britain, EDF Energy will:
  - 5.7.1 notify the Authority and the Generator in writing as soon as is reasonably practicable, and provide such further details as may be reasonably requested;
  - 5.7.2 pay the Generator the Product Price for each Product relating to the Relevant Metered Output that would have been received by the Generator if EDF Energy were supplying such electricity to customers in Great Britain (notwithstanding that the Generator's entitlement to ROCs and other benefits may be adversely affected by EDF Energy so doing), and the Generator shall not be in breach of its obligations under this Agreement to supply ROCs or other benefits or have any obligation to pay any Liquidated Damages under Condition 11.4.6 as a result; and
  - 5.7.3 indemnify, and keep indemnified, the Generator for and against any losses and/or expenses incurred by the Generator arising in connection with any costs or penalties levied on the Generator by the Authority or any other Competent Authority following any over-issue of a Relevant ROC as a result of EDF Energy supplying electricity corresponding to the Relevant Metered Output to customers outside

# POWER PURCHASE AGREEMENT

## Terms and Conditions for Embedded Generation

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### **4 Transfer of ROCs**

- 4.1 The Generator shall sell to EDF Energy with full title guarantee and as beneficial owner all Relevant ROCs. All of the Generator's beneficial rights in and entitlement to Relevant ROCs shall pass to EDF Energy upon generation of electricity to which such Relevant ROCs relate. The Generator's legal title in all Relevant ROCs will pass to EDF Energy when the Relevant ROCs first appear as an unqualified and absolute registration in the ROC Account of EDF Energy.
- 4.2 Subject to Condition 4.1 (above), the transfer of ROCs shall be carried out in accordance with the following procedure:
- 4.2.1 not later than the date specified in Column A (Date by which any output data should be received) of the Authority Timetable, from the Effective Date, the Generator will submit to the Authority a request for the issue of ROCs which are attributable to the entire electrical output of each Generating Station to the ROC Account of the Generator;
- 4.2.2 the Generator will periodically submit to the Authority a ROC Transfer Request in respect of all ROCs which are attributable to the electrical output of each Generating Station and are registered in the Generator's ROC Account as at the date of submission of such ROC Transfer Request. The Generator shall ensure that it submits ROC Transfer Requests to the Authority at such times as necessary to ensure that all Relevant ROCs are transferred to EDF Energy's ROC Account before the ROC Long Stop Date; and
- 4.2.3 if EDF Energy has not accepted a ROC Transfer Request within the ROC Transfer Period and the Authority cancels such ROC Transfer Request, the Generator shall within 5 Business Days following cancellation of the ROC Transfer Request resubmit the ROC Transfer Request to the Authority.
- 4.3 Each Party shall do all things necessary in co-operation with the other as appropriate to effect ROC Transfers in respect of the Obligation Period Volume by the ROC Long Stop Date relating to such Obligation Period Volume.
- 4.4 Failure by the Generator to complete ROC Transfers in respect of all or any part of an Obligation Period Volume by the relevant ROC Long Stop Date shall, except to the extent arising as a result of a breach by EDF Energy of this Condition 4 or of a Force Majeure Event, be treated as a failure to deliver the Relevant ROCs and Condition 9 of the Renewable Certificate Terms – ROCs will apply.
- 4.5 If EDF Energy does not accept the resubmitted ROC Transfer Request referred to in Condition 4.2.3 (other than as a result of a Force Majeure Event or to the extent arising as a result of a breach by the Generator of this Agreement) and the Authority cancels such ROC Transfer Request on or prior to the relevant ROC Long Stop Date then EDF Energy will compensate the Generator by paying the Product Price as if such ROC Transfer had occurred (the payment of which shall be in full and final settlement of all claims the Generator may have arising out of such circumstances), provided that if EDF Energy subsequently notifies the Generator that EDF Energy wishes to accept a transfer of the Relevant ROCs the subject of the cancelled ROC Transfer Request, the Generator will use reasonable endeavours to effect a ROC Transfer of the Relevant ROCs which it was not able to transfer to EDF Energy at no further charge (and regardless of whether or not the ROC Long Stop Date has passed).
- 4.6 Each Party, in co-operation with the other as appropriate, shall do all such other things required by the Authority to establish the entitlement of EDF Energy to each Relevant ROC by the relevant ROC Long Stop Date.
- 4.7 If the Authority requests either Party to provide information in respect of a Relevant ROC which has been or may be issued, that Party shall observe this request in such form and within such period as the Authority may reasonably request.
- 4.8 Each Party shall adhere to the guidelines in respect of the ROC Register (and any other procedures or similar guidelines), as issued and updated from time to time by the Authority.
- 4.9 The Generator shall notify EDF Energy no later than 2 Business Days after becoming aware that:
- 4.9.1 it is no longer accredited by the Authority for the purposes of the Renewables Obligation; or
- 4.9.2 it is under investigation by the Authority in relation to its ability to receive Renewable Obligation Certificates.
- 4.10 The Generator shall notify EDF Energy if any Relevant ROCs transferred to EDF Energy in accordance with this Condition 4 are Bioliqid Generation ROCs.
- 4.11 The provisions of this Condition 4 shall survive termination of this Agreement in respect of the Obligation Period Volumes for the Obligation Period in which termination occurs.

### **5 Revocation and replacement of ROCs**

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# POWER PURCHASE AGREEMENT

## Terms and Conditions for Embedded Generation

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- 5.1 Where a Relevant ROC is revoked by the Authority (a **"ROC Revocation"**) any Party that receives a revocation notice or a copy thereof (a **"ROC Revocation Notice"**) shall as soon as reasonably practicable, and in any event by no later than 3 Business Days following receipt of the ROC Revocation Notice, provide the other Party with a copy.
- 5.2 Each Party, in co-operation with the other as appropriate, shall do all things reasonably required by the Authority or otherwise reasonably necessary to procure that:
- 5.2.1 the cause of the ROC Revocation is rectified;
  - 5.2.2 a replacement ROC is issued to the Generator by the Authority in respect of the Relevant ROC subject to the ROC Revocation (a **"Replacement ROC"**);
  - 5.2.3 a ROC Transfer of such Replacement ROC occurs prior to the ROC Long Stop Date for the Obligation Period in which the Relevant ROC revoked was first issued; and
  - 5.2.4 no further ROC Revocation of Relevant ROCs occurs.
- 5.3 To the extent the Generator is unable to complete ROC Transfers of a Replacement ROC in respect of each Relevant ROC that may be revoked by the ROC Long Stop Date applicable to the Obligation Period in which such Relevant ROC was first issued (unless the Generator is prevented from doing so as a result of a breach by EDF Energy of this Agreement or a Force Majeure Event), the ROC Revocation shall be treated as a failure by the Generator to deliver the Relevant ROC and Condition 9 of the Renewable Certificate Terms – ROCs will apply.

## 6 Late ROC volumes

- 6.1 In the event that:
- 6.1.1 the ROC Transfer Date of any Relevant ROC has not occurred prior to the ROC Long Stop Date for the Obligation Period in which it was issued; or
  - 6.1.2 a Replacement ROC is issued after the ROC Long Stop Date for the Obligation Period in which the Relevant ROC revoked was first issued,
- the Generator shall promptly notify EDF Energy that it has been issued with such ROC and EDF Energy may purchase such ROC on the terms of this Agreement. Each Party shall, promptly on receipt of notice from EDF Energy that it wishes to purchase all or any such ROCs, take all steps reasonably required to effect ROC Transfers of such ROCs to EDF Energy as soon as reasonably practicable and in any event by the date specified by EDF Energy in its notice. In the event that EDF Energy elects to purchase any ROC pursuant to this Condition 6.1 then to the extent that the Generator has already paid Liquidated Damages to EDF Energy in relation to such ROC then EDF Energy shall repay to the Generator an amount equal to such Liquidated Damages. EDF Energy shall have no liability in respect of those ROCs which it does not purchase.

### Additional provisions relating to events of default

- 7.1 The following event of default shall apply as a new Condition 8.1.2.10 in the Agreement:
- 8.1.2.10 the Generator fraudulently, recklessly, deliberately, or without observing Prudent Operating Practice provides false information to the other Party or to the Authority or otherwise causes a ROC to be issued on the basis of fraudulent behaviour, or a fraudulent or false statement or undertaking pursuant to article 5(1)(a) of the Renewables Obligation Order.
- 7.2 The following provision shall be added as new subclause in Condition 8.4.2 in the Agreement, and the current Condition 8.4.2 shall be renumbered to 8.4.3:
- 8.4.2 for all Relevant ROCs transferred to EDF Energy in accordance with this Agreement EDF Energy shall pay 80% of the Buy Out-Price and 0% of the Buy-Out Fund (such that the Buy Out Fund Amount shall be zero);
- 7.3 The following words shall be added in Condition 8.5 of the Agreement after the words "Relevant Metered Output": "and Relevant ROCs".

## 8 Change of Buy-Out Price does not constitute Change in Law

- 8.1 The following condition shall apply as Condition 9.6 of the Agreement:
- 9.6 A change in the Buy-Out Price (irrespective whether such change has the effect of increasing or reducing the value of Relevant ROCs to EDF Energy) does not constitute a Change in Law.

## 9 Liquidated damages for non-delivery of ROCs

- 9.1 The following provisions shall be added as new subclauses in Condition 11.4 in the Agreement:
- 11.4.6 If the Generator:
    - 11.4.6.1 sells any Relevant ROCs other than to EDF Energy;
    - 11.4.6.2 fails to achieve the ROC Transfer Date of any Relevant ROCs by the ROC Long Stop

# POWER PURCHASE AGREEMENT

## Terms and Conditions for Embedded Generation

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- Date for such Obligation Period;
- 11.4.6.3 where there is a ROC Revocation, does not achieve the ROC Transfer Date of an equivalent volume of Replacement ROCs by the ROC Long Stop Date for the Obligation Period in which the Relevant ROC(s) revoked was/were issued as contemplated by Condition 4.1 of the Renewable Certificate Terms - ROCs; and/or
- 11.4.6.4 loses its accreditation in relation to the Renewables Obligation Order, the Generator shall pay EDF Energy Liquidated Damages calculated in accordance with Condition 11.4.7.
- 11.4.7 The Liquidated Damages shall be equal to:
- (a) the Replacement Cost of replacing the Relevant ROCs on any date within 14 Business Days after the ROC Long Stop Date for the relevant Obligation Period; less (unless, in the case of any ROC Revocation, such amount has already been paid, in which case no deduction will be made)
  - (b) that amount of the Product Price which relates to the Relevant ROCs as set out in Section One, Part Four and which would have been payable by EDF Energy if all of the Relevant ROCs had been sold and transferred to EDF Energy in accordance with the terms of the Agreement, provided that if the result of such calculation is negative, its value shall be zero.
- 11.4.8 EDF Energy's recovery of Liquidated Damages under any other provision of Condition 11.4 in respect of any instance, event or breach shall not prohibit it from recovering Liquidated Damages under Condition 11.4.6 in respect of the same instance, event or breach, and *vice versa*.