SCHEDULE 33

POWER OFFTAKE ARRANGEMENTS

PART 1

DEFINITIONS

"Account"	means an account of the Contractor or the Authority, as the case may be, in the Renewables and CHP Register;
"Accreditation"	means REGO Accreditation;
"Additional Obligations"	means covenants, warranties, representations, undertakings, indemnities and other obligations made, given, undertaken or accepted by the Contractor in an Offtake Agreement which: (a) are additional to, or are more onerous or wider in scope than, the covenants, warranties, representations, undertakings, indemnities and other obligations made, given, undertaken or accepted by the Contractor as set out in Annex 1 (including the relevant definitions and the Appendix thereto) to this Schedule 33 and, to the extent applicable, the Contract; or (b) if made, given, undertaken or accepted by the Contractor could place the Contractor in a worse position than contemplated pursuant to paragraph 5.3 of Schedule 19 (Revision of Base Case and Custody) compared with the position it would have been in had such covenants, warranties, representations, undertakings, indemnities and other obligations not been made, given, undertaken or accepted;
"Applicable Percentage"	means 90%;
"Authority Purchaser Option"	means the option set out in Annex 1 of this Schedule 33;
"Authority Supply Agreement"	means the electricity supply agreement to be entered into pursuant to the Authority

	Purchaser Option between the Authority and an offtaker;
"BSC"	means the Balancing and Settlement Code, being the document of that name, as modified from time to time, setting out the electricity balancing and settlement arrangements established and maintained by The National Grid Electricity Transmission plc or any successor to its role as system operator pursuant to the Transmission Licence;
"Capacity"	means the Facility's electricity generating capacity from time to time (in MWh);
"Commercial Operations Date"	means the date deemed in accordance with paragraph 2.3 of Annex 1 to this Schedule 33;
"Commercial Operations Period"	means the period from the Commercial Operations Date until the end of the Services Period;
"Connection Agreement"	means an agreement between the Contractor and the Distribution Network Operator that enables the Facility to be connected to the Distribution System and export the Electrical Output;
"Connection Point"	means the exit point at which electricity may flow from the Facility to the Distribution System (as such point is identified in the Connection Agreement);
"Data Aggregator"	means a person appointed to aggregate data under the BSC who is also accredited as such under the BSC;
"Data Collector"	means a person appointed to collect data under the BSC who is also accredited as such under the BSC;
"Distribution Licence"	means a licence to distribute electricity granted under section 6(1)(c) of the Electricity Act 1989;
"Distribution Network Operator"	means the person that holds a Distribution Licence in which section B of the standard distribution licence conditions has effect,

	and which has a distribution service area which encompasses the geographical location of the Facility's connection (or proposed connection);
"Distribution System"	means the electrical distribution system owned and operated by the Distribution Network Operator;
"Electrical Output"	means the net electrical output in MWh generated by the Facility and delivered to the Connection Point during the relevant period;
"Electricity Benefits"	means, subject to the provisions of Annex 1, all benefits (whether in existence at the date of the Contract or at any time in the future) received or accruing (or capable of being received or accrued) to the Contractor relating to the Electrical Output, and that are associated with the Facility and/or Capacity and that accrue during, or are otherwise associated with, the term of the Contract, which expression shall include renewable benefits, feed in tariffs, REGOs, renewable heat incentive and the Environmental Benefits, any Triad Avoidance Benefit but always excluding the Excluded Benefits;
"Electricity Commissioning Period"	means the period between the Electricity Start Date and the Commercial Operations Date;
"Electricity Consents"	means all permissions, consents, approvals, certificates, permits, licences and authorisations of a Relevant Authority required for the performance of any of the Authority's obligations under Annex 1;
"Electricity Price"	means the price payable per MWh by the relevant Offtaker for the Electrical Output;
"Electricity Start Date"	has the meaning given to it in paragraph 1.3 of Annex 1;
"Electricity Supply Period"	means the Electricity Commissioning Period and the Commercial Operations Period;
"Environmental Benefits"	means all current and future statutory and / or governmental incentives applicable in

	the United Kingdom, of any nature whatsoever and howsoever structured, aimed (whether in whole or in part) at the protection of, benefit to and / or mitigation of detrimental impact on, the environment, including those aimed at: reducing harm to and pollution of the environment; and / or reducing the combustion of fossil and other carbon based fuels (including carbon or emission reduction credits, benefits or allowances or other climate change schemes); and / or reducing the emission of harmful gases (including greenhouse gases); and / or increasing energy efficiency; and / or promoting the use of energy from renewable, sustainable or waste sources. The phrases "environment" and "pollution of the environment" shall, where used in this definition, be interpreted by reference to the Environmental Protection Act 1990;
"Excluded Benefits"	means the Monthly Unitary Charge Payment, any Third Party Income, any trading losses, capital allowances or any other corporation tax relief or exemption, any capital grant or allowance available in respect of the construction of the Facility, or any other payment, relief, allowance, benefit or credit received or accruing (or capable of being received or accrued) under a Finance Document, a contract or warranty to which the Contractor is a party for the construction, installation, insurance or maintenance of the Facility;
"Export Meter"	means an export electricity meter located on land at or near the Connection Point at such precise location as may from time to time be agreed between the Contractor and the Distribution Network Operator, which is capable of measuring and recording the electricity exported from the Facility on a Settlement Period by Settlement Period basis (and including a communication link that allows access by the relevant BSC agents);
"Forecast Output"	means the estimate of Electrical Output provided for in the most recent Forecast;

"Forecast"	means as defined in paragraph 5.1 of Annex 1;
"FTP"	means the File Transfer Protocol which is used to request or upload files from or to the receiver;
"Licensed Supplier"	means a supplier holding a licence granted under Section 6(1)(d) of the Electricity Act 1989;
"Meter Operator Agent"	has the meaning given to that term in the BSC;
"Meter Operator"	means the person who procures, installs, calibrates and maintains the Metering System and who is Qualified in accordance with the BSC;
"Metering System"	has the meaning given to that term in the BSC, and refers to the Metering System associated with exports from the Facility;
"Nominated Offtaker Option"	means the option set out in Annex 2 of this Schedule 33;
"Notified Capacity"	means, in respect of a Settlement Period, the estimated Electrical Output of the Facility as provided for in the most recent Forecast;
"Offtake Agreement"	means a Tripartite Agreement or Temporary Offtake Arrangements, as the case may be;
"Offtake Payment"	has the meaning given in Schedule 6 of