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Connection and Transmission Agreement

for a connection at:

[Name of offshore Platform]

for the wind farm:

[Name of wind farm]

Connection and Transmission Agreement made by and between:

TenneT TSO B.V.

and

[]

Dated: []

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Connection and Transmission Agreement

The undersigned:

1. TenneT TSO B.V., having its registered office and place of business at Utrechtseweg 310, Arnhem, the Netherlands ("TenneT"),

and

2. [], having its registered office at [] and place of business at [], [] (the "Connected Party"),

the parties to this Connection and Transmission Agreement are hereinafter referred to jointly as the "Parties" and each a "Party".

Whereas:

- A TenneT is the TSO for electricity in the Netherlands as well as the TSO for the Offshore Transmission System;
- B the Connected Party operates the Installation. The Installation is or will be connected to the Offshore Transmission System via the Connection for the purpose of transmitting the electricity generated or consumed by the Connected Party;
- C the Parties have entered into a Realisation Agreement regarding the realisation of the Connection;
- D the Parties wish to lay down in this Connection and Transmission Agreement the terms and conditions governing the Connection and the transmission of electricity by TenneT for the Connected Party.

The Parties hereby agree as set forth below:

1. Definitions and interpretation

- 1.1 In this Connection and Transmission Agreement, capitalised words have the meanings assigned to them in Article 1 of the TenneT General Terms and Conditions for Connection and Transmission of Offshore Electricity 2015, including Realisation Conditions (further referred to as: "General Terms and Conditions")
- 1.2 Headings have been inserted for convenience of reference only and do not affect the interpretation of any provision of this Connection and Transmission Agreement.

2. Purpose of this Agreement

TenneT and the Connected Party enter into this Connection and Transmission Agreement for the purpose of regulating their relationship with respect to the Connection and the transmission of electricity by TenneT for the Connected Party.

3. Transmission right and transmission capacity

- 3.1 Transmission of electricity by TenneT for the Connected Party will take place pursuant to this Connection and Transmission Agreement.

Offtake

- 3.2 The Connected Party shall be entitled to receive a maximum amount of electricity from the Offshore Transmission System equal to the Contracted Transmission Capacity via the Connection.
- 3.3 In its operation of the Connection, TenneT shall (once the Installation has been connected to the Offshore Transmission System) keep the Installation connected to the Offshore Transmission System and shall ensure that the Connected Party will be able to receive at the Primary Connection Point a maximum quantity of electricity that corresponds with the Contracted Transmission Capacity (as set out in Annex 1 (Details of the Connected Party)).

Feed in

- 3.4 The Connected Party shall be entitled to feed a maximum amount of electricity equal to the Feed-in Transmission Capacity into the Offshore Transmission System via the Connection.
- 3.5 In addition to the Feed-in Transmission Capacity, the Connected Party shall be entitled to feed in a

maximum amount of electricity equal to the Overplanting Capacity into the Offshore Transmission System via the Connection. TenneT may any time curtail or restrict the Overplanting Capacity. The curtailing principles are described in Annex 3 (Technical terms and conditions for the Platform). TenneT will provide the actual cable conductor temperature measurements, the data format and frequency are to be defined in a later stage. The Connected Party acknowledges it cannot claim any rights under this Connection and Transmission Agreement in respect of the Overplanting Capacity or curtailment of any Overplanting Capacity.

- 3.6 In its operation of the Connection, TenneT shall (once the Installation has been connected to the Offshore Transmission System) keep the Installation connected to the Offshore Transmission System and shall ensure that the Connected Party will be able to feed into the Offshore Transmission System from the Installation at the Primary Connection Point, a maximum quantity of electricity that corresponds with the Feed-in Transmission Capacity (but not including any Overplanting Capacity, to which Article 3.5 applies).

4. The Connection

- 4.1 The Connected Party will use the Connection to feed electricity into and/or receive electricity from the Offshore Transmission System in accordance with this Connection and Transmission Agreement.
- 4.2 The details of the Connected Party are set forth in Annex 1 (Details of the Connected Party).
- 4.3 Annex 2 (Description and technical specifications of the Connection, including drawings) sets forth (i) the transmission details, (ii) the technical description and diagrammatic representation of the Connection on the Platform, (iii) the diagrammatic representation of the Connection Points and (iv) other relevant details relating to the Connection.
- 4.4 If deemed reasonably necessary by TenneT, TenneT may restrict or interrupt transmission
- a. for the purpose of executing its statutory duties;
 - b. in connection with works carried out; or
 - c. in the interest of safety.
- 4.5 TenneT shall notify the Connected Party as soon as reasonably possible in accordance with Annex 6 (Operational arrangements and exchange of information) of any scheduled or unscheduled interruption of the Connection that affects the operability of the Installation. In the event of a scheduled interruption, TenneT and the Connected Party shall use their reasonable endeavours to coordinate the timing of this planned interruption.
- 4.6 TenneT shall, to the extent reasonably possible take into account the operations of the Connected Party when carrying out the works referred to in Article 4.4(b). TenneT shall aim to schedule works in a manner that avoids that all export cables at the Platform are taken out at the same time.

- 4.7 Any consequences of delay or unavailability of the Connection or the Offshore Transmission System will be solely governed by section 5.27 of the Act and no provision of this Connection and Transmission Agreement will reduce or extend the Connected Party's rights for compensation under the Act or give rise to contractual liability of TenneT in relation to delay or unavailability of the Connection or the Offshore Transmission System.

5. Use of the Connection by the Connected Party

- 5.1 The Connected Party may not use any part of the Connection for transmission of electricity via the Offshore Transmission System before the following conditions precedent have been fulfilled by the Connected Party:
- a. the Connected Party has concluded a supply agreement (*leveringsovereenkomst elektriciteit*) for its electricity consumption at the Connection with a supplier of electricity and the Connected Party has notified TenneT in writing of its supplier's name;
 - b. the Connected Party has appointed an Acknowledged Metering Responsible Party in accordance with Article 7.3 of this Connection and Transmission Agreement and with section 1.2.3.5 of the electricity metering code (*Meetcode Elektriciteit*) for its obligations arising from the electricity metering code (*Meetcode Elektriciteit*);
 - c. the Connected Party has notified TenneT in writing of the name of the Person Responsible for the Installation;
 - d. the Connected Party has appointed a Balance Responsible Party for the fulfilment of the Connected Party's obligations arising from the electricity system code (*Systeemcode Elektriciteit*), and the Connected Party has notified TenneT in writing of the name of the Balance Responsible Party;
 - e. the Connected Party has satisfied the requirements (including successfully completing the commissioning tests and compliance tests and simulations) set forth in Annex 5 (Compliance Activities; applicable testing requirements) to the extent relevant to the intended use; and
 - f. either (i) the Connected Party or (ii) its supplier of electricity, the Balance Responsible Party and the Person Responsible for the Installation, has or have notified TenneT in writing of all relevant details in accordance with the Codes.
- 5.2 The Connected Party shall, in accordance with the information code (*Informatiecode*), fulfil the conditions precedent sub a-d of Article 5.1 no later than one (1) month before the Connected Party wishes to use any part of the Connection for transmission of electricity via the Offshore Transmission System.
- 5.3 The condition precedent sub e of Article 5.1 also applies in relation to any 66 kV cables connected after the Connected Party has commenced using any part of the Connection for transmission of electricity via the Offshore Transmission System.

- 5.4 The Connected Party shall connect [insert number; no less than four, no more than eight] 66 kV cables to the Connection.

6. The Installation

The Connected Party shall comply with the requirements applicable to the Installation as set forth in Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules) and any other requirements set out in this Connection and Transmission Agreement, the Scenario, European or Dutch legislation, the European Codes or the Codes.

7. Metering devices and metering services

- 7.1 TenneT shall maintain, replace, relocate and/or remove the primary part of the Metering Device at its own cost.
- 7.2 The volume of transmitted electricity shall be metered in accordance with the provisions laid down in or pursuant to the electricity metering code (*Meetcode Elektriciteit*).
- 7.3 The metering on behalf of the Parties shall be performed by the Acknowledged Metering Responsible Party at the primary Connection Point as defined and shown in the diagrammatic representation set forth in Annex 2 (Description and technical specifications of the Connection, including drawings). The Parties will jointly select and each appoint the Acknowledged Metering Responsible Party. Each Party shall provide all necessary support and cooperation to the appointed Acknowledged Metering Responsible Party at any time.
- 7.4 TenneT is entitled to perform power quality monitoring (as referred to in Article 3.3.1 of the electricity grid code (*Netcode Elektriciteit*)) for its own account at the Connection or at the Platform. Upon request of the Connected Party, TenneT will provide the power quality monitoring information to the extent this relates to the Connected Party.

8. Tariffs, fees, costs and payment

- 8.1 The Connected Party shall pay TenneT the applicable regulated tariffs and regulated fees pursuant to Chapter 6 of the Act for TenneT's regulated services, including but not limited to any tariffs within the meaning of section 6.6 of the Act as determined by ACM in connection with electricity consumed, or any regulated tariffs or regulated fees for feeding in electricity which may be introduced in the future.
- 8.2 In addition to the tariffs and fees referred to in Article 8.1, the Connected Party shall fully reimburse TenneT for its costs of commissioning tests and compliance tests and simulations referred to in Article 5.1(e) and 11.2, costs regarding compliance activities (including review of the Installation's specifications and witnessing) by a third party and costs related to the access referred to in Article 9.8.

- 8.3 For performing the metering services, the Acknowledged Metering Responsible Party will invoice TenneT and the Connected Party, respectively, in accordance with the division set out below:
- (i) TenneT shall pay the costs for the metering services by the Acknowledged Metering Responsible Party on the primary part of the Metering Device; and
 - (ii) the Connected Party shall pay the costs for the metering services by the Acknowledged Metering Responsible Party to the extent they regard the Connected Party's obligations under the electricity metering code (*Meetcode Elektriciteit*) or are otherwise performed for the purposes of the Connected Party.
- 8.4 TenneT will only charge tariffs, fees or costs (including the costs referred to in Article 8.2 if these tariffs, fees or costs, or the method to determine such fees or costs, are regulated in any Tariff Decision or can be subject to ex post review by ACM in accordance with the Act.
- 8.5 TenneT shall invoice the tariffs, fees and costs referred to in this Article 8 to the Connected Party in accordance with Article 6 of the General Terms and Conditions.
- 8.6 For information purposes TenneT prepares a list of regulated tariffs and regulated fees in the form of the List of Tariffs. The current List of Tariffs is attached as Annex 7 (Regulated tariff sheet). TenneT will update the List of Tariffs in case the regulated tariffs or regulated fees change. In the event of a conflict between the List of Tariffs and a Tariff Decision, the Tariff Decision shall prevail.
- 8.7 At the request of TenneT, the Connected Party shall provide TenneT with all details necessary for TenneT to determine the applicable tariffs, fees and costs owed by the Connected Party (including all details required under the electrify tariff code (*Tariefcode elektriciteit*)).

9. Information exchange, access and operational matters

- 9.1 Until the date that the Installation is fully operational, the Connected Party shall keep TenneT informed of the progress of the realisation of the Installation by means of quarterly reports or with such other frequency as the Parties may agree from time to time.
- 9.2 TenneT will set up a project working group in which TenneT, the Connected Party and any other party who will be granted a connection at the Platform will participate and which will convene regularly to discuss operational matters and planning. The Parties and the other party who will be granted a connection at the Platform will jointly prepare written rules governing the proceedings within the project working group, including the protection of confidential information and compliance with competition law. Each Party and any other party who will be granted a connection at the Platform may invite contractors to attend project working group meetings.
- 9.3 The Connected Party and TenneT shall retain records and supporting documentation (including

minutes of meeting) in order to document the operation of the Installation and the Connection, respectively, and any disputes related thereto for the duration of this Connection and Transmission Agreement and two years thereafter. Each Party shall provide the other Party with copies of any such records and underlying documentation upon request and to the extent necessary for the realisation or operation of the Installation or the Connection, respectively or any disputes related thereto or additionally, in the case of TenneT, for executing its statutory duties as a TSO.

- 9.4 In order for TenneT to comply with the reporting obligations of section 14(1)(d) (forecast generation data) and section 16(1)(c) (actual generation data) of Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council, it is understood that TenneT is entitled to use the actual generation data from the connected party also for transparency purposes. The Connected Party shall ensure that the forecast generation data will be submitted as transmission prognoses (*transportprognose*) to TenneT on a 15 minutes-basis, using the format data sheet that TenneT will provide for.
- 9.5 At the request of the Connected Party TenneT shall provide the Connected Party with information it possesses which is necessary for the Connected Party to comply with the SDE+-Subsidy and Wind Farm Permit, to apply for compensation under section 5.27 of the Act or to comply with any other regulation or statutory requirements for the use of the Connection or the operation of the Installation.
- 9.6 Each Party shall provide accurate and complete information to the other Party insofar as the accuracy and completeness of such details can be verified by the Party providing the information.
- 9.7 The Connected Party shall ensure that the room the Platform that is designated for use by the Connected Party, is accessible by TenneT at all times to the extent necessary for TenneT for emergency or safety reasons.
- 9.8 Access to the Platform and any other operational matters will be dealt with between the Parties in accordance with Annex 6 (Operational arrangements and exchange of information).

10. Insurance

- 10.1 TenneT shall have third-party liability insurance at its own cost that covers the risk in relation to the maintenance and inspection of the Connection, including works performed by the parties engaged by it to perform these activities. The insurance will have a minimum coverage of EUR [●] (in words: [●] euro) per incident].
- 10.2 The Connected Party shall have third-party liability insurance including cover for properties of TenneT which are under its care, custody and control at its own cost that covers the risks in relation to the activities it carries out in relation to the Installation and the Platform (including connecting cables to the

Platform and works carried out on the Platform), including activities performed by the parties engaged by it. [The insurance will have a minimum coverage of EUR [●] (in words: [●] euro) per incident.]

- 10.3 Each Party shall have sufficient cover for workers' compensation and an employer's liability insurance, covering liability for claims, damages, losses and expenses (including legal fees and expenses), arising from injury, sickness, disease or death of any person employed by that Party or persons working on its behalf. [The insurance will have a minimum coverage of EUR [●] (in words: [●] euro) per incident.]
- 10.4 Each Party shall take out a marine protection and indemnity (P&I) insurance in respect of any provided marine craft/unit/-vessel or other floating equipment and the like utilised in connection with the performance of their activities near the other Party's properties, including wreck and debris removal and oil pollution liability in respect of all vessels, craft or floating equipment owned, leased or hired by the Party, or any of the parties engaged by it to perform activities, including specialist operations. [The insurance will have a minimum coverage of USD [●] (in words: [●] US dollars) or value of hull, whichever the greater, and should full primary cover.] In respect of the P&I (insurance) the mutual has to be a member of the International Group of P&I Clubs.
- 10.5 Insurances as referred to in this Article 10 may be effected by the contractor of a Party, but the relevant Party shall be responsible for compliance with this Article. Each Party shall ensure that the parties engaged by it take out and maintain insurances on appropriate terms and to appropriate levels as may be relevant to their activities.

11. Applicable technical regulations and compliance testing

- 11.1 Unless explicitly provided otherwise in Annex 3 (Technical terms and conditions for the Platform) or Annex 4 (Technical requirements applicable to the Installation), the Codes apply *mutatis mutandis* to the Connection or the Installation or both. Once provisions of European Codes or Codes apply to the Connection or the Installation or both those provisions will replace the corresponding provisions in Annex 3 (Technical terms and conditions for the Platform) or Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules), save where these Annexes provide additions, specifications or deviations of the provisions in the European Code or Code which are allowed thereunder. In case of conflict, Article 15.8 applies.
- 11.2 The Connected Party shall allow TenneT to perform commissioning tests and compliance tests and simulations at the Installation in accordance with Annex 5 (Compliance Activities; applicable testing requirements).

12. Connected Party's financing documentation

Upon request of the Connected Party, TenneT shall enter into a direct agreement with the Connected

Party's lenders as required under the Connected Party's finance documentation for the Installation, to enable the Connected Party('s lenders) to restructure the Connected Party's corporate, financing, business or contractual structure in respect of the Installation. Such direct agreement shall include, from the date of the serving of a restructuring notice for a maximum period of 90 calendar days, the following undertakings:

TenneT:

- (i) will continue to perform its obligations under this Connection and Transmission Agreement vis-à-vis the Connected Party in full;
- (ii) shall provide all reasonable assistance to fully effect the restructuring;
- (iii) will allow and provide cooperation (medewerking) in relation to the transfer of this Connection and Transmission Agreement under section 6:159 DCC to a step-in entity appointed by the Connected Party's lenders, provided that:
 - a. the step-in entity concludes an agreement with TenneT under the conditions equal to the conditions in this Connection and Transmission Agreement;
 - b. the step-in entity becomes the holder of the SDE+-Subsidy and Wind Farm Permit within two months from the date of the serving of a restructuring notice.
- (iv) shall not:
 - a. request or enforce the financial security under clause 7 of the General Terms and Conditions;
 - b. institute any enforcement process (including the exercise of any precautionary or executory seizure (*conservatoir of executoir beslag*);
 - c. institute creditor's process; and
 - d. exercise any termination right under this Connection and Transmission Agreement.

13. Amendments to the annexes

- 13.1 Amendments to Annex 1 (Details of the Connected Party), Annex 2 (Description and technical specifications of the Connection, including drawings), and Annex 6 (Operational arrangements and exchange of information) require written consent of both Parties. A Party shall notify the other Party in writing as soon as possible of any desired amendments.
- 13.2 TenneT may unilaterally amend Annex 3 (Technical terms and conditions for the Platform), Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules), Annex 5 (Compliance Activities; applicable testing requirements) and Annex 7 (Regulated tariff sheet) further to changes in European or Dutch legislation or the European Codes or the Codes or if the statutory duties as a TSO so require. TenneT shall notify the Connected Party of any such amendments to by written notice, which notice will state the date from which the amended annex will take effect.

14. Effect and term of this Connection and Transmission Agreement

14.1 This Connection and Transmission Agreement takes effect on the day after the day on which it has been confirmed that the realisation of the Connection has been completed in accordance with the Realisation Agreement.

14.2 This Connection and Transmission Agreement is entered into for an indefinite term.

15. General provisions

15.1 This Connection and Transmission Agreement consists of the provisions set forth in this Connection and Transmission Agreement and the Annexes referenced therein. All references to this Connection and Transmission Agreement are also references to the Annexes. The General Terms and Conditions are applicable to this Connection and Transmission Agreement.

15.2 Any general terms and conditions of the Connected Party are not applicable to this Connection and Transmission Agreement.

15.3 The Agreements contain all arrangements agreed between the Parties concerning the Connection and the transmission of electricity from and to the Installation. All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled.

15.4 This Connection and Transmission Agreement may only be amended by mutual written consent between the Parties, unless provided otherwise in this Connection and Transmission Agreement.

15.5 In the event of a conflict between:

- a. the terms of this Connection and Transmission Agreement and an Annex, the terms of this Connection and Transmission Agreement prevail;
- b. this Connection and Transmission Agreement and the General Terms of Conditions, the terms of this Connection and Transmission Agreement prevail; and
- c. between the terms of an Annex and the General Terms of Conditions, the terms of the Annex prevail.

15.6 Where this Connection and Transmission Agreement refers to provisions of European or Dutch legislation or the European Codes or the Codes, in the event of a conflict:

- a. references to European legislation or European Codes prevail over references to Dutch legislation or the Codes;
- b. references to European legislation prevail over references to the European Codes; and
- c. references to Dutch legislation prevail over references to the Dutch Codes.

in each case unless otherwise provided by law.

- 15.7 If any part of this Connection and Transmission Agreement is or becomes void or non-binding, the Parties shall consult with each other and amend this Connection and Transmission Agreement wherever necessary. The Parties shall replace the void or non-binding provision(s) by provision(s) that are valid and binding and that have legal effects that, given the content and purport of this Connection and Transmission Agreement, correspond with those of the void or non-binding provision(s) to the greatest extent possible. The enforceability of the remainder of this Connection and Transmission Agreement shall not be affected.
- 15.8 In the event of a conflict between the provisions of future European or Dutch legislation or the European Codes or the Codes and this Connection and Transmission Agreement (including its Annexes), the Parties undertake to amend this Connection and Transmission Agreement in reasonable time to ensure this Connection and Transmission Agreement will be in line with the legislation or the European Codes or the Codes. If the relevant amended or new provision in the European or Dutch legislation or the European Codes or the Codes is not practicable because it is insufficiently detailed, to implement the relevant amended or new provision TenneT shall propose an amendment to this Connection and Transmission Agreement (including the date from which the amendment takes effect) to the Connected Party within three months after the relevant amended or new provision has been adopted, after which Parties shall discuss the proposal in good faith. The Connected Party shall not withhold its consent to TenneT's proposal on unreasonable grounds.
- 15.9 Nothing in this Connection and Transmission Agreement shall conflict with the Scenario. In the event of conflict between the Scenario and this Connection and Transmission Agreement (including its Annexes), the Scenario shall prevail. TenneT will inform the Connected Party of any proposed changes to the Scenario. In the event of a conflict between the provisions of future changes to the Scenario and this Connection and Transmission Agreement, Parties undertake to amend this Connection and Transmission Agreement in reasonable time to ensure this Connection and Transmission Agreement will be in line with the revised Scenario. If the relevant amended or new provision in the Scenario is not practicable because it is insufficiently detailed, to implement the relevant amended or new provision TenneT shall propose an amendment to this Connection and Transmission Agreement (including the date from which the amendment takes effect) to the Connected Party within three months after the relevant amended or new provision has been adopted, after which the Parties shall discuss the proposal in good faith. The Connected Party shall not withhold its consent to TenneT's proposal on unreasonable grounds.

16. Notices

- 16.1 Each Party shall notify the other Party and exchange information about operational matters relating to this Connection and Transmission Agreement in accordance with Annex 6 (Operational arrangements

and exchange of information).

- 16.2 For all other matters relating to this Connection and Transmission Agreement, each Party nominates the address referred to below as its place of residence:

TenneT
Attn. []
address: []
postal code, town and country: [], the Netherlands
for the attention of: []

Connected Party
Attn. []
address: []
PO box: []
postal code, town and country: [],
for the attention of: []

- 16.3 Notices and other statements with legal effect in connection with Article 16.1 or 16.2 of this Connection and Transmission Agreement may only be given by way of a letter sent by regular or other mail, and at the recipient's place of residence, as most recently nominated in the Netherlands in accordance with this Article. Operational notices or statements in connection with Article 16.1 which do not have legal effect may also be given by email. Each statement must be either in the Dutch or English language.
- 16.4 A Party may nominate a different place of residence in the Netherlands from that referred to in Article 16.2 by notifying the other Party in writing of that new place.

17. Costs

Unless this Connection and Transmission Agreement provides otherwise, all costs which a Party has incurred or will incur in preparing, concluding or performing this Connection and Transmission Agreement, including any amendments thereof, are for its own account.

Done accordingly and signed by:

TenneT TSO B.V.

Name:

Title:

Date:

Place:

.....

[Name of Connected Party]

Name:

Title:

Date:

Place:

.....

Annex 1 Details of the Connected Party

[See separate document]

Annex 2 Description and technical specifications of the Connection, including drawings

[See separate document]

Annex 3 Technical terms and conditions for the Platform

[See separate document]

Annex 4 Technical requirements applicable for the connection of Offshore Power Park Modules

[See separate document]

Annex 5 Compliance Activities; applicable testing requirements

[See separate document]

Annex 6 Operational arrangements and exchange of information

[See separate document]

Annex 7 Regulated tariff sheet

[See separate document]