

Disclaimer: the content of this draft is disclosed for information and discussion purposes only. In no way does this draft constitute rights for (potential) connected parties, or bind TenneT legally.

Realisation Agreement

for a connection at:

[Name of offshore platform]

Realisation Agreement made by and between:

TenneT TSO B.V.

and

[]

Dated: []

Table of Contents

1. DEFINITIONS AND INTERPRETATION	4
2. PURPOSE OF THIS REALISATION AGREEMENT	4
3. REALISATION OF THE CONNECTION.....	4
4. START-UP AND COMMISSIONING OF THE CONNECTION.....	5
5. COSTS AND PAYMENT.....	5
6. INFORMATION RIGHTS AND OPERATIONAL MATTERS.....	6
7. INSURANCE.....	6
8. APPLICABLE TECHNICAL REGULATIONS.....	6
9. AMENDMENTS TO THE ANNEXES.....	7
10. EFFECT AND TERM OF THIS REALISATION AGREEMENT.....	7
11. GENERAL PROVISIONS.....	7
12. NOTICES.....	8
13. COSTS.....	9

Annexes:

Annex 1 Contact details of Connected Party	11
Annex 2 Description and technical specifications of the Connection, including drawings	11
Annex 3 Realisation Planning Schedule	11
Annex 4 CAR Insurance Schedule	11
Annex 5 Technical conditions for offshore connection platforms	11
Annex 6 Technical requirements applicable to the Installation	11
Annex 7 Compliance Testing Requirements	11
Annex 8 Operational arrangements and exchange of information	11

Realisation 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 [], [] ("Connected Party"),

the parties to this Agreement are hereinafter referred to jointly as the "Parties" and each as 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 develops the Installation and has requested to connect the Installation to the Offshore Transmission System for the purpose of transmitting the electricity generated or consumed by the Connected Party;
- C The Parties wish to set down in this Realisation Agreement the terms and conditions governing the realisation of the Connection;

The Parties hereby agree as set forth below:

1. Definitions and interpretation

- 1.1 In this Realisation 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 No provision of this Realisation Agreement shall be interpreted to the detriment of a Party for the sole reason that that Party was responsible for drafting that particular provision.
- 1.3 Headings have been inserted for convenience of reference only and do not affect the interpretation of any provision of this Realisation Agreement.

2. Purpose of this Realisation Agreement

TenneT and the Connected Party desire to enter into this Realisation Agreement for the purpose of regulating their relationship in respect to the realisation of the Connection.

3. Realisation of the Connection

- 3.1 TenneT shall realise the Connection in accordance with (i) the Design, which may be amended unilaterally by TenneT after conclusion of this Realisation Agreement, (ii) the technical terms, conditions and requirements stated in Annex 2 (Description and technical specifications of the Connection, including drawings) and Annex 3 (Realisation Planning Schedule), and (iii) any other requirements set out in this Realisation Agreement.
- 3.2 The Connected Party shall use the Connection for feeding electricity into and receiving electricity from the Offshore Transmission System.
- 3.3 The Connected Party shall comply with the requirements set forth in Annex 6 (Technical requirements applicable to the Installation).
- 3.4 The details of the Connected Party are set forth in Annex 1 (Contact details of Connected Party).

- 3.5 The Parties will agree on a planning on at least the following milestones, which planning will be annexed to this Realisation Agreements as Annex 3 (Realisation Planning Schedule):
- (a) the date as from which the Connected Party's cables may be hung to the unfinished Platform;
 - (b) the physical connection of each respective cable from the Installation to the Connection;
 - (c) the activation of the first cable;
 - (d) the testing of the respective connected cables; and
 - (e) the commissioning of the Connection per connected cable.
- 3.6 TenneT shall make reasonable efforts to realise the Connection in accordance with the planning in Annex 3 (Realisation Planning Schedule). If that turns out not to be feasible, TenneT shall notify the Connected Party. In that event, the Parties shall consult with each other in good faith and agree on a revised date if necessary.
- 3.7 After the works in relation to the realisation of the Connection have started and until this Realisation Agreement is no longer in force, TenneT shall keep the Connected Party informed of the progress of the realisation of the Connection by means of quarterly reports. TenneT shall submit the reports on or around 15 January, 15 April, 15 July and 15 October.
- 3.8 After the works in relation to the realisation of the Installation have started, the Connected Party shall keep TenneT informed of the progress of the realisation of the Installation by means of quarterly reports. The Connected Party shall submit the reports on or around 15 January, 15 April, 15 July and 15 October.
- 3.9 The Connected Party is entitled to physically connect the Installation to the Connection after it has received written permission from TenneT. For entering the Platform and for carrying out the works related to the activities in the previous sentence, the Connected Party must comply with the requirements as set forth in Annex 8 (Operational arrangements and exchange of information).
- 3.10 The Connected Party shall connect [insert number; no more than eight] cables to the Connection.

4. Start-up and commissioning of the Connection

TenneT will not take the Connection into operation before:

- (a) the milestones (a) up to and including (d) of Article 3.5 have been completed;
- (b) the Connected Party has concluded a Connection and Transmission Agreement; and
- (c) all conditions precedent required under the Connection and Transmission Agreement for taking into operation the Connection have been fulfilled.

5. Costs and payment

- 5.1 The Connected Party shall fully reimburse TenneT for its costs of compliance testing and simulations

referred to in Article 0 and the costs related to the access referred to in Article 0.

- 5.2 TenneT shall invoice the costs referred to in Article 5.1 to the Connected Party in accordance with Article 6 of the General Terms and Conditions.

6. Information rights and operational matters

- 6.1 The Connected Party shall retain records and supporting documentation in order to document the realisation of the Installation for the duration of this Realisation Agreement and two years thereafter. The Connected Party shall provide TenneT with copies of any such records and underlying documentation upon TenneT's request.
- 6.2 The Connected Party shall guarantee the accuracy and completeness of the details it will provide to TenneT insofar as the accuracy and completeness of such details can be verified by the Connected Party.
- 6.3 The Connected Party shall allow TenneT at any time to perform commissioning and compliance tests and simulations at the Installation pursuant to the requirements set forth in Annex 7 (Compliance Testing Requirements).
- 6.4 The Connected Party shall ensure that any space on the Platform that pursuant to the arrangement in Annex 8 (Operational arrangements and exchange of information) is designated for use by the Connected Party is accessible by TenneT at all times to enable TenneT to execute its statutory duties as TSO.
- 6.5 Any operational matters will be dealt with between the Parties in accordance with Annex 8 (Operational arrangements and exchange of information).

7. Insurance

- 7.1 TenneT shall take out Construction All Risk (CAR) insurance at its own costs that covers the risks in relation to the realisation works, including access of third parties assisting with the performance of the realisation, such as for inspection. A copy of TenneT's [current] policy schedule has been provided to the Connected Party and is also included as Annex 4 (CAR Insurance) to this Realisation Agreement.
- 7.2 The Connected Party shall take out CAR insurance at its own cost that covers the risks in relation to connection of cables to the Platform or the Connection and maintenance of those cables.

8. Applicable technical regulations

Unless indicated otherwise in Annex 5 (Technical conditions for offshore connection platforms) or

Annex 6 (Technical requirements applicable to the Installation), the Codes apply *mutatis mutandis* to the Connection, including the realisation thereof.

9. Amendments to the annexes

- 9.1 Amendments to Annex 1 (Contact details of Connected Party) and Annex 3 (Realisation Planning Schedule) require written consent of both Parties. A Party shall notify the other Party in writing as soon as possible of any desired amendments.
- 9.2 Amendments to Annex 2 (Description and technical specifications of the Connection, including drawings) require written consent of both Parties. Only TenneT may propose any amendments to Annex 2 (Description and technical specifications of the Connection, including drawings). TenneT shall notify the Connected Party in writing as soon as possible of its proposal for amendments.
- 9.3 TenneT may unilaterally amend Annex 4 (CAR Insurance) and Annex 8 (Operational arrangements and exchange of information). TenneT shall notify the Connected Party of any such amendments by written notice, which notice will state the date from which the amended annex will take effect.

10. Effect and term of this Realisation Agreement

- 10.1 This Realisation Agreement takes effect on the date of signing this Realisation Agreement by the Parties hereto. If the Parties have not signed this Realisation Agreement on the same day, this Realisation Agreement takes effect on the day of the last signature.
- 10.2 This Realisation Agreement remains in force until the date on which the Connection has fully been taken into operation in accordance with the Connection and Transmission Agreement.

11. General provisions

- 11.1 This Realisation Agreement consists of the provisions set forth in this Realisation Agreement and the Annexes referenced therein. All references to this Realisation Agreement are also references to the Annexes. The General Terms and Conditions are applicable to this Realisation Agreement.
- 11.2 Any general terms and conditions of the Connected Party are not applicable to this Realisation Agreement.
- 11.3 The Agreements contain all arrangements agreed between Parties concerning the realisation of the Connection. All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled.
- 11.4 This Realisation Agreement may only be amended by mutual written consent between the Parties,

unless provided otherwise in this Realisation Agreement.

- 11.5 In the event of a conflict between the terms of this Realisation Agreement and an Annex, this Realisation Agreement prevails. In the event of a conflict between this Realisation Agreement and the General Terms of Conditions, the terms of this Realisation Agreement prevails. In the event of a conflict between an Annex and the General Terms of Conditions, the terms of the Annex prevails. In the event of a conflict between the terms of this Realisation Agreement and the terms of the Connection and Transmission Agreement, the Connection and Transmission Agreement prevails.
- 11.6 If any part of this Realisation Agreement is or becomes void or non-binding, the Parties shall consult with each other and amend this Realisation 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 Realisation Agreement, correspond with those of the void or non-binding provision(s) to the greatest extent possible. The enforceability of the remainder of this Realisation Agreement shall not be affected.
- 11.7 In the event of a conflict between the provisions of future European or Dutch legislation or the European Codes or the Codes and this Realisation Agreement, Parties undertake to amend this Realisation Agreement in reasonable time to ensure this Realisation Agreement will be in line with the legislation 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 Realisation 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, to which proposal the Connected Party shall not withhold its consent on unreasonable grounds.

12. Notices

- 12.1 Each Party shall notify the other Party and exchange information about operational matters in accordance with Annex 8 (Operational arrangements and exchange of information).
- 12.2 For all other matters relating to this Realisation 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: []

- 12.3 Notices and other statements with legal effect in connection with Article 12.1 or Article 0 of this Realisation 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 12.1 which do not have legal effect may also be given by email. Each statement must be in the Dutch or English language.
- 12.4 A Party may nominate a different place of residence in the Netherlands from that referred to in Article 0 by notifying the other Party in writing of that new place.

13. Costs

Unless this Realisation Agreement provides otherwise, all costs which a Party has incurred or will incur in preparing, concluding or performing this Realisation 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:

DRAFT

Annex 1 Contact details of Connected Party

[Template]

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

[Template]

Annex 3 Realisation Planning Schedule

[Template]

Annex 4 CAR Insurance Schedule

[Template]

Annex 5 Technical conditions for offshore connection platforms

[Template]

Annex 6 Technical requirements applicable to the Installation

[Template]

Annex 7 Compliance Testing Requirements

[Template]

Annex 8 Operational arrangements and exchange of information

[Template]