

Template LEGAL OPINION

This template legal opinion is for use by the external legal advisers of the Generator for the purpose of fulfilling paragraph (A) of Part A (Initial Conditions Precedent) of Schedule 1 (Conditions Precedent) to the Contract for Difference Standard Terms and Conditions. It is issued by Low Carbon Contracts Company Limited ("LCCC"), as the CfD Counterparty, as the form of opinion that will be acceptable to LCCC.

This form of legal opinion is drafted on the basis that the Generator is a company incorporated in England and Wales. Minor consequential changes may be proposed if the Generator is incorporated in another jurisdiction outside the UK. Those amendments in respect of non-UK companies must be satisfactory to LCCC. All such alternative forms of wording must provide equivalent assurance to the wording in this template and be submitted in draft form to the LCCC for consideration.

Please note that the Governing Law applying to the letter of opinion shall be the Law of England and cannot be changed.

The legal opinion must be dated on or have a date which is within ten (10) Business Days after the Generator has signed the CFD, but must not contain a date which is more than three (3) Business Days prior to receipt of the legal opinion by LCCC. The Searches referred to shall be conducted within three (3) prior to the date of the legal opinion.

To: Low Carbon Contracts Company Ltd
Fleetbank House
2-6 Salisbury Square
London
EC4Y 8JX
(as the "CfD Counterparty").

[Date]

Dear Sirs,

Contract for Difference relating to [name of Project]

Introduction

1. We refer to the Contract for Difference (the "**Contract for Difference**") dated [], 20[] and made between (1) [Generator] (the "**Generator**") and (2) the CfD Counterparty. Unless otherwise defined in this letter, terms and expressions defined in the Contract for Difference have the same meanings when used in this letter.
2. This letter is provided pursuant to paragraph (A) of Part A (*Initial Conditions Precedent*) of Schedule 1 (*Conditions Precedent*) to the Conditions forming part of the Contract for Difference.
3. We have acted as English legal advisers to the Generator in connection with the Contract for Difference. This letter may be relied upon only by the Generator and the CfD Counterparty and may be used only in connection with the Contract for Difference.
4. The provision of this opinion is not to be taken as implying that we owe any duty of care to anyone other than our client in relation to the content of the Contract for Difference or the commercial and financial implications of the Contract for Difference. The provision of this opinion does not create or give rise to any client relationship between this firm and the CfD Counterparty.
5. A copy of this letter may be provided by the CfD Counterparty to its professional advisers, including legal

advisers, auditors, insurers, regulators, any person to whom disclosure is required by law, court order or the mandatory rules or regulations of any competent supervisory or regulatory authority and/or where necessary or appropriate in relation to any proceedings, arbitration, expert determination or other claim or dispute resolution processes relating to each or any of the Contract for Difference and the Project.

6. This letter sets out our opinion on certain matters of English law (including in the context of relevant Law and Directives) as at today's date and as currently applied by the English courts. We express no opinion on European Union law as it affects or would be applied in any jurisdiction other than England and Wales. We have not made any investigation of, and do not express any opinion on, any other law.
7. This letter shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this opinion including (without limitation) in relation to any non-contractual obligation.
8. For the purposes of this letter, we have examined:
 - (A) an executed copy of the Contract for Difference including version [], 20[] of the Contract for Difference Fit Standard Terms and Conditions incorporated into the Contract for Difference;
 - (B) a copy of the Certificate of Incorporation, [the Certificate[s] of Change of Name,] Memorandum and Articles of Association (together with any resolutions and agreements filed under section 30 of the Companies Act 2006 and its predecessors) of the Generator, certified as true, complete and up to date by [name of certifying director or secretary];
 - (C) a copy of the minutes of a meeting of the Board of Directors of the Generator held on [], 20[] resolving to authorise the Generator's entry into the Contract for Difference and approving the execution or signing thereof, certified as true, complete and up to date by [name of certifying director or secretary],

together the "**Documents**".

9. For the purposes of this letter, we have carried out:
 - (A) a search at the Registrar of Companies in respect of the Generator on [], 20[]; and
 - (B) a search at the Central Registry of Winding-Up Petitions [at the Companies Court in London] in respect of the Generator on [], 20[],

together the "**Searches**".

10. We have made all reasonable enquiries, including by way of obtaining a director's certificate from a director of the Generator confirming the matters of fact stated in sub-paragraphs (A) to (H) below, reviewing the Documents and undertaking the Searches, and on the basis of such¹ enquiries we are, as at the date of this opinion, satisfied (and are unaware of any matters that might reasonably mean that such satisfaction is unjustified or not well founded), that:

- (A) the resolutions passed and authorisations given at the meeting referred to in paragraph 8(C) have not subsequently been amended, revoked, rescinded or superseded;
- (B) no proposal for a voluntary arrangement has been made, and no moratorium has been

¹ **drafting note:** insert any other enquiries carried out.

obtained, in relation to the Generator under Part I of the Insolvency Act 1986;

- (C) the Generator has not given any notice in relation to or passed any winding-up resolution;
- (D) no application has been made or petition presented to a court, and no order has been made by a court, for the winding up or administration of the Generator, and no step has been taken to strike off or dissolve the Generator;
- (E) no liquidator, administrator, receiver, administrative receiver, trustee in bankruptcy or similar officer has been appointed in relation to the Generator or any of its assets or revenues, and no notice has been given or filed in relation to the appointment of such an officer;
- (F) no insolvency proceedings or analogous procedures have been commenced in any jurisdiction outside England and Wales in relation to the Generator or any of its assets or revenues; and
- (G) the Generator's centre of main interests for the purposes of the Insolvency Regulations is at all times located in England and Wales;
- (H) any restrictions on borrowing in the Articles of Association of the Generator will not be contravened by entry into and performance by the Generator of the Contract for Difference.

Assumptions

11. For the purposes of this letter, we have assumed each of the following and are not aware of anything to the contrary:

- (A)
 - (i) the information disclosed by the Searches was complete, up to date and accurate as at the time and date each was conducted and has not since then been altered or added to; and
 - (ii) the Searches did not fail to disclose any information which they should have disclosed relevant for the purposes of this opinion;
- (B) the Generator's centre of main interests for the purposes of the Insolvency Regulations is at all times located in England and Wales;
- (C) that all original documents provided to, or examined by us, are genuine, complete and accurate and all copy documents (in whatever form, including electronic copy documents) examined by us are genuine, complete and accurate as at today's date and conform to the originals, and the copy of the articles of association of the Generator examined by us comply with section 36 of the Companies Act 2006;
- (D) the minutes referred to in paragraph 8(C) truly record the proceedings of a duly convened, constituted and conducted meeting of the Board of Directors of the Generator; and
- (E) the directors of the Generator have acted in good faith in relation to the approval of and entry into the Contract for Difference.

Opinion

12. Based on and subject to the foregoing, and subject to the reservations set out below, we are of the opinion that the Generator:

- (A) is duly formed and validly existing under the laws of England; and

- (B) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, the Contract for Difference.

Reservations

13. Our reservations are as follows:

- (A) we express no opinion in this letter as to the validity, binding effect or enforceability of the rights or obligations of the Generator under the Contract for Difference; and
- (B) the Searches are not conclusive as to whether or not insolvency proceedings have been commenced in relation to the Generator or any of its assets. For example, information required to be filed with the Registrar of Companies or the Central Registry of Winding up Petitions is not in all cases required to be filed immediately (and may not be filed at all or on time); once filed, the information may not be made publicly available immediately (or at all); information filed with a District Registry or County Court may not, and in the case of administrations will not, become publicly available at the Central Registry; and the Searches may not reveal whether insolvency proceedings or analogous procedures have been commenced in jurisdictions outside England and Wales.

Yours faithfully,

[External firm of solicitors]