



Wind Farm Maasvlakte 2

RWS COMMERCIALY CONFIDENTIAL INFORMATION

SCHEDULE 1 DEFINITIONS

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SCHEDULE 1 DEFINITIONS

Shareholder:	A holder of shares in the capital of the Operator.
Shareholder Loan:	A loan granted to the Operator by a Shareholder (or by a legal entity related to the Shareholder in a group), which is subordinated to the funds that were made available under the Finance Agreements with the Operator.
Connection:	The physical connection within the meaning of the Electricity Act of the Wind Farm to the Dutch public electricity grid.
Commencement Certificate:	A written notice from the Purchaser to the Operator confirming that all conditions for issuing the Commencement Certificate stated in the Certificate Schedule have been met.
Commencement Date:	The date that is 20 (twenty) Calendar Days after the date on which the Purchaser issues the Commencement Certificate. If a point in time on the Commencement Date is significant for a provision in this Agreement, then this point in time shall be set at 00:00 a.m. (midnight) at the end of the Commencement Date, unless explicitly stipulated otherwise.
Additional Payment:	The additional payment, in euros, per MWh/year produced, by the Operator to the Purchaser.
Decommissioning plan HZ:	[•].
Decommissioning plan ZZ:	[•].
Purchaser:	The State of the Netherlands, Ministry of Infrastructure and Water Management, RWS.
Deed Establishing a Right of Usage:	The deed or agreement granting a right of usage on the PoR Site in accordance with the model set out in Schedule 13.

Deed Establishing a Right of Superficies:	The deed with which the Purchaser grants the Operator a Right of Superficies to the Location in accordance with the model set out in Schedule 11.
Agreements pertaining to Employment Conditions:	[]
Article:	An article of this Agreement.
Balance Partner RWS:	The party to be appointed by the Purchaser to whom the programme responsibility for the energy exchange at the Connection Point is transferred and who assists the Purchaser in predicting the Production of the Wind Farm and transferring the energy generated by the Operator to a Supplier to be appointed by the Purchaser to ensure delivery to the Purchaser's connections.
Bank Guarantee:	A bank guarantee issued by a financial institution which has a rating of at least A- according to Standard & Poor's or A3 according to Moody's or A- according to Fitch, and which is recorded in the register referred to in Section 1:107 of the Financial Supervision Act.
Base Energy Price:	The base energy amount(s) of the SDE (Stimulation of Sustainable Energy Production) subsidy as determined in accordance with the Regulation on the Establishment of the Advances base energy prices (<i>Besluit bij Regeling Vaststelling Voorschot vastgestelde basisenergiebedrag(en)</i>) based on Article 11(1) of the Decision, as set out in the SDE Decision(s) issued to the Operator.
Operational Management Procedures:	The procedures relating to the operational management of the Wind Farm as set out in Schedule 16.
Decision:	The Decree on the stimulation of sustainable energy production (<i>Besluit stimulering duurzame energie productie</i>) as applied in the SDE+ decision(s) of the Operator.
Payment Period:	A Calendar Month
Payment Term:	30 Calendar Days.

Confirmation of Financial Close:	The confirmation referred to in Article 4.1 paragraph (b) and Schedule 7.
Schedule:	An annex to this Agreement.
Operator Schedule:	[•].
Exceptional Event:	A Delay Event or a Force Majeure Event.
Floor Price Guarantee:	The guarantee specified in paragraph 6 of Schedule 2.
Construction Rate Phase:	The period applicable to a Wind Turbine, commencing on the Commencement Date, 00:00 a.m., and ending at 00:00 a.m. on the Calendar Day immediately prior to the Calendar Day on which the Pre-SDE rate phase for that Wind Turbine commences.
Gross Production Meter(s):	The complete assembly of equipment designed to measure the sustainable electricity generated by each wind turbine.
Date of Agreement:	The date on which this Agreement is signed by all the Parties.
Curtailement Instruction:	An instruction by the Purchaser to the Operator to reduce the Production for a certain period of time.
Curtailement Volume:	The volume by which the Production is reduced compared to the Reference Production as a result of a timely, complete and correctly executed Curtailement instruction.
Final SDE Electricity Correction Amount:	The final SDE electricity correction amount established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Final Correction Amount (<i>Regeling Vaststelling Definitief Correctiebedrag</i>) in accordance with Article 14, subsection 1, under (a) of the Regulation on the Designation of the Wind category on primary flood defences (<i>Regeling Aanwijzing bepaalde categorie Wind op primaire waterkeringen</i>) in relation to the Calendar Year concerned and published in the Government Gazette after the end of the Calendar Year concerned.

Final SDE Correction Amount Guarantees of Origin:	The final SDE electricity correction amount established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Final Correction Amount (<i>Regeling Vaststelling Definitief Correctiebedrag</i>) in accordance with Article 14, subsection 1, under (b) of the Regulation on the Designation of the Wind category on primary flood defences in relation to the Calendar Year concerned and published in the Government Gazette after the end of the Calendar concerned.
Final SDE Correction Amount Other Corrections:	The final SDE electricity correction amount established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Final Correction Amount in accordance with Article 14, subsection 1, under (c) of the Regulation on the Designation of the Wind category on primary flood defences in relation to the Calendar Year concerned and published in the Government Gazette after the end of the Calendar Year concerned.
Expert:	The Expert appointed by the Parties in accordance with Article 21.3(b) in respect of an Invoicing Dispute.
Direct Agreement:	The agreement signed on the date of Financial Close between the Purchaser, the Security Agent/Security Trustee, and the Operator, which is attached as Schedule 6.
Expiry Date:	The date 1 (one) Calendar Year after the Transfer Date ZZ.
Electricity Act:	The Electricity Act 1998, as amended or replaced from time to time.
EPEX Hourly Rate:	The EPEX Power NL Day-ahead hourly rate in €/MWh as determined by EPEX Spot, part of EEX Group, at auction and published on https://www.apxgroup.com/market-results/apx-power-nl/dashboard/ .
Operator:	[●].
Operator's Representative:	The Operator's representative, appointed in accordance with Article 13.4.

Invoicing Dispute:	A dispute as referred to in Article 22.2 (a).
Financial Close:	The date on which the conditions precedent included in the agreements for the financing of the Wind Farm are fulfilled or waived.
Contract Close Bond:	The Bank Guarantee submitted with the Tender.
Lender:	Every legal entity with which a Finance Agreement is concluded;
Finance Agreement:	<ul style="list-style-type: none"> (a) Every agreement, bond, or other arrangement under which credit, including guarantee facilities and letters of credit, is made available to the Operator for the purpose of financing the Works; (b) other agreements, bonds, or arrangements from which (potential) amounts due, including rating agency fees and agency fees, in relation to the financing of the Works are apparent; (c) instruments for covering interest rate risk, exchange rate risk, inflation risk and other derivatives or related options entered into or taken out in relation to the (financing of the) Works; (d) arrangements related to (a), (b) or (c), including inter-creditor agreements, securities, and monoline wraps; and (e) letters of credit provided in connection with the Works, <p>in all cases, to the extent it does not concern a Shareholder Loan.</p>
Good Industry Practice:	Standards, methods, practices and procedures (a) in accordance with Legislation, (b) that are generally used in the wind industry, and (c) meet the level of understanding, skill, care and experience that may be expected of a professional or commercial provider of similar goods, works or services.

Guarantee of Origin:	Guarantee of origin (hereinafter also referred to as "GoO") for sustainable electricity within the meaning of Article 1 of the Regulation on Guarantees generated by the Operator with the exception of the guarantees of origin for non-grid supply (<i>Regeling Garanties opgewekt door de Exploitant met uitzondering van de garanties van oorsprong voor niet-netlevering</i>) in accordance with Article 23.1 of the Regulation on Guarantees.
Right of Usage:	The right of usage of the PoR site granted to the Operator in accordance with the Deed Establishing a Right of Usage.
Guaranteed Availability:	An availability per Wind Turbine as specified in Schedule 3 (<i>Guaranteed and Measured Availability</i>).
Measured Availability:	The annual availability per Wind Turbine as established in accordance with Schedule 3 (<i>Guaranteed and Measured Availability</i>).
Missed Curtailment Volume:	The difference between (i) the amount of the Curtailment Volume due to the non-performance, non-timely or incorrect execution of a Curtailment Instruction and (ii) the potential Curtailment Volume that would have been achieved if the Curtailment Instruction had been executed correctly and on time.
Scheduled Completion Date:	[•], or the date as possibly adjusted pursuant to this Agreement.
Force Majeure Event:	The circumstance that a Party inevitably cannot fulfil its obligations under this Agreement, to the extent this circumstance is the result of one or more events that cannot be attributed to this Party as referred to in article 6:75 of the Dutch Civil Code, which is understood to include: <ul style="list-style-type: none"> (a) shutdown by a grid operator or due to the instruction to reduce production by a grid operator without compensation to the Operator for reasons not attributable to the Operator; or

whereby an amendment of the Decree as referred to in Article 22.1 paragraph (b) does not lead to a Force Majeure Event.

Delay Event:

The circumstance that the Operator is unable to comply with its obligations under this Agreement or is only able to comply therewith by incurring greater costs, to the extent this circumstance is not the result of one or more of the following events or circumstances:

- (a) an Operator Default;
- (b) a Force Majeure Event;
- (c) the making use by the Lenders of their rights under the Direct Agreement;
- (d) the decision of the competent administrative authority not being taken in a timely manner in accordance with the application on an application of the Operator for a Permit, this to the extent the Operator demonstrates that the submitted application satisfies applicable prerequisites for consideration, and that it complies with what may be expected from a careful Operator;
- (e) a decision of a competent administrative authority or a competent court in responding to an application, objection or appeal by a third party to withdraw, suspend or quash, possibly by means of temporary injunction, a Permit to be obtained by the Operator, this to the extent the Operator demonstrates that the submitted application satisfies applicable prerequisites for consideration and that the Operator has acted to oppose, challenge or appeal the application, objection or appeal (or has legally supported the licensing authority) as may be expected from a careful Operator;

Immediate Termination Event:

One of the following events or circumstances, to the extent such does not result from an Operator Default or a Force Majeure Event:

- (a) Financial Close has not been achieved (or it is certain that the Financial Close will not be achieved) within the period referred to in Article 4.1;
- (b) the Bank Guarantee is not provided in accordance with Article 4.3;
- (c) the Commencement Date is not achieved (or it is certain that the Commencement Date will not be achieved) within the period referred to in Article 8.1;
- (d) the Completion Date is or will inevitably be 24 Calendar Months after the Scheduled Completion Date;
- (e) the Control over the Operator's business is changed without the Purchaser's permission;
- (f) the Wind Farm does not have a Measured Availability of at least [85] % ([eighty-five] percent) for two Calendar Years after the Completion Date;
- (h) the Operator:
 - (i) makes an application for a (provisional) suspension of payments or is awarded a (provisional) suspension of payments;
 - (ii) files a petition for voluntary bankruptcy or is declared bankrupt; or
 - (iii) is dissolved.

PoR:

Port of Rotterdam Authority NV.

Main and control meters:	a metering device at the Transfer Point consisting of two kWh meters checking each other: the main and control meters.
Lease:	The fee the Operator must pay the Purchaser for the Right to Lease in accordance with the Lease Agreement.
Lease Agreement:	The deed with which the Purchaser grants the Operator a right to lease in accordance with the model set out in Schedule 12.
Right to Lease:	The right of usage the Purchaser grants the Operator in accordance with the Lease Agreement.
Calendar Day:	A day according to the calendar from 0:00 to 24:00 hours.
Calendar Month:	A full month according to the calendar.
Calendar Year:	A period starting on 1 January at 0:00 hours and ending on 31 December of the same Calendar Year at 24:00 hours.
Calendar Quarter:	A period starting on: <ul style="list-style-type: none"> (a) 1 January at 0:00 hours of a Calendar Year and ending on 31 March of the same Calendar Year at 24:00 hours, (b) 1 April at 0:00 hours of a Calendar Year and ending on 30 June of the same Calendar Year at 24:00 hours, (c) 1 July at 0:00 hours of a Calendar Year and ending on 31 September of the same Calendar Year at 24:00 hours, or (d) 1 October at 0:00 hours of a Calendar Year and ending on 31 December of the same Calendar Year at 24:00 hours.
Critical Delay:	A delay in the Works that makes it impossible to avoid the Scheduled Completion Date being exceeded by more than 20 (twenty) Calendar Days without higher costs.
Location:	Location HZ and Location ZZ.

Location HZ:	The site indicated in Schedule 11 (<i>Deed Establishing a Right of Superficies</i>) as Location Harde Zeewering (Hard Seawall).
Location ZZ:	The site indicated in Schedule 11 (<i>Deed Establishing a Right of Superficies</i>) as Location Zachte Zeewering (Soft Seawall).
Market Index:	The expected price of base load electricity in the Provisional Electricity Correction Amount included in the Decree on the stimulation of sustainable energy production and the General Implementation Regulation for the stimulation of sustainable energy production (<i>Besluit stimuleren duurzame energieproductie en de Algemene uitvoeringsregeling stimuleren duurzame energieproductie</i>), also referred to as the market index, being the average value of the EPEX hourly price in the period from 1 September to 31 August, or in a period to be determined by ministerial regulation prior to the relevant calendar year, ("Market index") or in the absence thereof, a comparable determination of the expected price of base load electricity.
Market Value GoOs:	The market value determined by regular market assessments, whereby a weighted average price for GoOs is calculated for each of the transactions carried out by three relevant private sector parties over the past three months.
Market Price Phase:	Market price phase HZ or Market price phase ZZ
Market Price Phase HZ:	The period applicable to a Wind Turbine at Location HZ, commencing on 1 January, 00:00 hours, of the Calendar Year immediately following the Calendar Year in which the period for which SDE subsidy was granted for the last Wind Turbine at Location HZ ends, and ending on the HZ Transfer Date at 24:00 hours.
Market Price Phase ZZ:	The period applicable to a Wind Turbine at Location ZZ, commencing on 1 January, 00:00 hours, of the Calendar Year immediately following the Calendar Year in which the period for which SDE subsidy was granted for the last Wind Turbine at Location

ZZ ends, and ending on the ZZ Transfer Date at 24:00 hours.

Metering Code:	Decision of the Netherlands Authority for Consumers & Markets of 21 April 2016, ref. ACM/DE/2016/202150, establishing the conditions as referred to in Article 31 of the Electricity Act 1998, as it may be amended or replaced from time to time.
Party Responsible for Metering:	The Party that, based on the conditions referred to in Article 31(1)(b) of the Electricity Act 1998, has been recognised by the grid operator of the national high-voltage grid and is included in the Electricity Register of the grid operator of the national high-voltage grid (<i>MV Register Elektriciteit</i>).
Meter(s):	The complete assembly of equipment that has at least the purpose of measuring the electricity generated on each Wind Turbine (Gross Production Meters), and the electricity exchanged at the Transfer Point and each meter that forms part thereof, including the Main and Control Meters.
Subcontractor:	A natural person or legal entity directly or indirectly contracted by the Operator for the purposes of the Work.
Unforeseen Availability/Unavailability:	Unavailability and availability of Wind Turbines not in accordance with the daily availability specified for the following day in accordance with the Communication Protocol (Schedule 14) and for which a payment mechanism is included in paragraph 1.9 of Schedule 2 (<i>Payment Mechanism Agreement</i>).
Right of Superficies:	The right of superficies to the Location granted by the Purchaser to the Operator in accordance with the Deed Establishing a Right of Superficies.
Transfer Certificate:	A written notice from the Purchaser to the Operator confirming that the conditions for issuing the Transfer Certificate stated in the Certificate Schedule have been met.

HZ Transfer Date:	The Calendar Day [16] years after the Completion Date.
ZZ Transfer Date:	The Calendar Day 25 years after the Completion Date.
Transfer Guarantee:	See article 14.3.
Transfer Point:	The point of transfer of electrical energy sold and to be supplied under this Agreement.
Agreement:	This Agreement.
Other Green Tradable Rights:	All green tradable rights and any other tradable instruments, rights, guarantees, certificates or registrations of any kind and in any form whatsoever that may be granted at any time(s) in the future in connection with electricity generated by the Wind Farm, including, among other things, tradable greenhouse gas emission rights and tradable guarantees of origin for non-delivery to the grid.
Party:	The Purchaser or the Operator.
Pre-SDE Rate Phase:	The period applicable to a Wind Turbine, commencing on the Calendar Day, 0:00 hours, on which the period for which SDE subsidy is provided for that Wind Turbine commences, and ending on 31 December, 24:00 hours, of that Calendar Year following that Calendar Year.
Product:	A product as referred to in Article 9.
Production:	The feed-in or take from the Transfer Point attributable to one or more Wind Turbines per PTU, determined per Wind Turbine as the measured production volume on the Gross Production Meter of the relevant Wind Turbine divided by the sum of all measured production volumes on all Gross Production Meters, multiplied by the energy supplied or purchased at the Transfer Point over that PTU in accordance with Article 9 of the Regulation [●].

Project Plan:	The planning with reference [●], as updated and handed over to the Operator according to Precondition [●].
Programme Responsible Party:	A private sector party that has been recognised as Programme Responsible Party by the national electricity grid operator and is therefore allowed to implement the Programme Responsibility.
Programme Responsibility:	The responsibility of purchasers, not being purchasers as referred to in Article 95a(1) of the Electricity Act, and licensees, to prepare or have prepared programmes relating to the production, transmission and consumption of electricity for the benefit of the grid operators and to behave in accordance with those programmes, with due observance of the conditions referred to in Article 31 of the Electricity Act.
PTU:	Programme Time Unit, the time unit with which the programmes must be drawn up daily by the Programme Responsible Parties and over which imbalance is determined and settled at the applicable TenneT imbalance settlement prices as published on http://www.tennet.org/english/operational_ management/System_data_relati ng/settlement_prices/index.aspx .
Preconditions:	The requirements to be met by the Wind Farm, as set out in Schedule 9 (<i>Technical Requirements</i>);
Reference Production:	The Reference Production is calculated on the basis of the interpolation of the Production of all Wind Turbines over the continuous PTUs for which a Curtailment Instruction has been given, commencing immediately prior to the moment of commencement of the Curtailment Instruction and ending immediately after the moment of termination of the Curtailment Instruction.
Legislation:	Every applicable provision that is stipulated in a statutory provision which includes legislation in the formal sense, subordinate legislation, and provisions of international law or EU law or in a generally binding regulation or in a Permit or a ruling of any governmental authority, on a national,

supranational or intergovernmental level, which also includes an administrative authority or supervisory or policy-making authority that is binding for the Operator.

Regulation on the Designation:

The Regulation on the Designation of categories of energy production (*Regeling aanwijzing categorieën energieproductie*), as amended or replaced from time to time.

Regulation on Guarantees:

The Regulation on Guarantees of Origin for energy from renewable energy sources and HR CHP electricity (*Regeling garanties van oorsprong voor energie uit hernieuwbare energiebronnen en HR-WKK- elektriciteit*), as amended or replaced from time to time.

Implementation Regulation:

The General Implementation Regulation for the stimulation of sustainable energy production (*Algemene uitvoeringsregeling stimulering duurzame energie productie*), as amended or replaced from time to time.

Regulation on the Establishment of the Final Correction Amount:

The Regulation on the establishment of final sustainable energy production (*Regeling vaststelling definitieve duurzame energieproductie*), as amended or replaced from time to time.

Regulation on the Establishment of the Advance:

The Regulation on the establishment of the advance payment for sustainable energy production (*Regeling tot vaststelling van de regeling voorschotverlening duurzame energieproductie*), as amended or replaced from time to time.

Reservation Fee:

The fee the Operator pays the Purchaser from the Date of Agreement up to and including the Commencement Date in the amount of EUR 5,000 (five thousand euros) per Payment Period.

Retribution:

The fee to be determined by the Central Government Real Estate Agency, which the Operator must pay the Purchaser for the Right of Superficies in accordance with the Deed Establishing a Right of Superficies.

SDE Base Amount:

The base amount of the SDE (Stimulation of Sustainable Energy Production) subsidy determined by ministerial regulation in accordance with Article 11(1) of the Decree

on the stimulation of sustainable energy production (*Besluit stimulerend duurzame energieproductie*), which forms the basis for the SDE Decision issued to the Operator.

SDE Subsidy:	Subsidy granted to the Operator based on the Decree.
SDE Rate Phase:	The period applicable to a Wind Turbine, commencing on 1 January, 00:00 hours, of the Calendar Year immediately following the Calendar Year in which the period for which SDE subsidy was granted for that Wind Turbine commences, and ending on 31 December at 24:00 hours, of the Calendar Year in which the period for which SDE subsidy was granted for the last Wind Turbine ends.
Security Agent/Security Trustee:	The legal entity that holds the security rights for the benefit of the Lenders and that enters into the Direct Agreement.
Final Requirements:	The requirements to be met by the Location and the PoR Site at the Expiry Date as set out in Schedule 9 (<i>Final Requirements</i>).
Technical Requirements:	The requirements set out in Schedule 9.
Purchaser Default:	<p>A default by the Purchaser with respect to the performance of one or more of its obligations under this Agreement, which includes a circumstance of which it is certain that compliance without default will be impossible, to the extent such default:</p> <ul style="list-style-type: none">(a) is not the result of an Operator Default; or(b) is not the result of a Force Majeure Event.
Operator Default:	<p>A default by the Operator with respect to the performance of one or more of its obligations under this Agreement, which includes a circumstance of which it is certain that compliance without default will be impossible, to the extent such default:</p> <ul style="list-style-type: none">(a) is the result of an Exceptional Event;(b) is not an Immediate Termination Event.

TenneT Settlement Price for delivery:	The national grid operator's settlement price for imbalance for Programme Responsible Parties that are in deficit with regard to purchasing electricity from the electricity grid, as published on http://www.tennet.org/english/operational_management/System_data_relati ng/settlement_prices/index.aspx .
TenneT Settlement Price for feed-in:	The national grid operator's imbalance netting price for Programme Responsible Parties that supply a surplus to the electricity grid, as published on http://www.tennet.org/english/operational_management/System_data_relati ng/settlement_prices/index.aspx .
PoR Site:	The site indicated in Schedule 13 (<i>Deed Establishing a Right of Usage</i>) as PoR Site.
Grounds for Exclusion:	An exclusion/disqualification criterion as envisaged in Article 57 of Directive 2014/24/EU (or a substitute directive), where the said regulation describes the manner in which the Operator can demonstrate that this exclusion/disqualification criterion is not applicable to the legal entity concerned.
Performance Bond:	See article 4.3.
Permit:	Every ruling, official ruling, permit, exemption, notification, decision or other permission of a public-law nature that is required for the performance of this Agreement.
Verification Requirement Expected Production:	The verification model as included in Schedule 3 to the Tendering Guidelines and Schedule 9 to this Agreement.
Expected Production:	The production (in MWh) in a Calendar Year calculated according to the Verification Requirement Expected Production.
Completion Certificate:	A written notice from the Purchaser to the Operator confirming that all conditions for issuing the Completion Certificate stated in the Certificate Schedule have been met.

Completion Date:	The Calendar Day on which the period for which the SDE subsidy is granted in respect of the last wind turbine commences;
Provisional SDE Electricity Correction Amount:	The provisional SDE electricity correction amount established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Advance in accordance with Article 14, paragraph 5, in conjunction with Article 14, paragraph 1, under (a) of the Regulation on the Designation of the Wind category on primary flood defences in relation to the Calendar Year concerned and published in the Government Gazette prior to the Calendar Year concerned.
Provisional SDE Correction Amount Guarantees of Origin:	The provisional SDE electricity correction amount for the Wind category on primary flood defences established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Advance in accordance with Article 14, paragraph 5, in conjunction with Article 14, paragraph 1, under (b) of the Regulation on the Designation of the categories of energy production in relation to the Calendar Year concerned and published in the Government Gazette prior to the Calendar Year concerned.
Provisional SDE Correction Amount Other Corrections:	The provisional SDE electricity correction amount for the Wind category on primary flood defences established for each calendar year by the Ministry of Economic Affairs and Climate in the Regulation on the Establishment of the Advance in accordance with Article 14, paragraph 5, in conjunction with Article 14, paragraph 1, under (c) of the Regulation on the Designation of the categories of energy production in relation to the Calendar Year concerned and published in the Government Gazette prior to the Calendar Year concerned.
Water Permit:	The Permit for the establishment and conservation of the Wind Farm under the Water Act.
Work:	The work the Operator must perform and the services it must provide pursuant to this Agreement.

Rejection Criteria:	<p>An exclusion/disqualification criterion as envisaged in Article 57 of Directive 2014/24/EU (or a substitute directive) for which the said regulation does not describe the manner in which the Operator can demonstrate that this rejection criterion is not applicable to the legal entity concerned, or the circumstance that the natural person or legal entity concerned:</p> <ul style="list-style-type: none"> (a) has its registered office or principal place of business in a country against which the Purchaser, or a treaty organisation to which the Purchaser belongs, has imposed economic or political sanctions; (b) the leading members thereof are involved in illegal or terrorist activities; (c) has as a principal activity the acquisition of claims against enterprises that are in financial difficulty; or (d) has a fundamental dispute with the Purchaser, which could have a negative impact upon the performance of this Agreement by the Operator.
Purchaser Change:	See article 16.2 (a).
Operator Change:	See article 16.3.
Wind Farm:	The wind farm located on the hard and soft flood defence of Maasvlakte 2, consisting of [●] wind turbines and related civil engineering and electrical works with a connection to the electricity grid, to be [●] with EAN code [●] as described in Schedule [●].
Wind Turbine:	A wind turbine of the make and type [●] that is part of the Wind Farm.
Control:	Control within the meaning of the SER (Social and Economic Council) ruling on the 2015 Merger Code (even if these rules do not apply).