

Heliex Zero Capex Scheme

Outline Contract Details

1. Introduction

The HPL ESCO scheme allows *Customer* to benefit from low cost electricity without the cost of ownership.

The scheme is managed by HPL. The machine is owned by HPL and electrical power is sold to *Customer* on a kWh basis.

HPL will supply and install a machine at *Customer* site at no cost to *Customer*.

Electrical output will then be measured on a kWh basis and charged to *Customer* at the end of each month. If the machine does not operate *Customer* does not pay regardless of the reason why the machine is not operating. They only pay for the electricity taken.

The kWh price will be calculated to be less than the current price being paid by *Customer* after accounting for the additional fuel requirement.

HPL will service the machine at no cost to the customer

Customer will guarantee an initial period of payment at the agreed kWh rate in order that HPL can recover the installation sunk cost.

Customer has the option not to operate the machine and HPL has the option to remove the machine at any time after the initial fixed period.

2. Heliex Power Scope of Supply

2.1 HPL will provide the following equipment and services:

- a) Analysis *Customer* steam system and report on potential electricity production and Heliex GenSet selection.
- b) Analysis and report on proposed site location and installation of the Heliex GenSet.
- c) Supply and installation of the Heliex GenSet including all civil, mechanical and electrical connections in accordance with *Customer* requirements.
- d) Commissioning of the Heliex GenSet.
- e) Monitoring of the Heliex GenSet.
- f) Maintenance of the Heliex GenSet.

3. Customer Scope of Supply

3.1 Customer will provide the following:

- a) Full details of current steam system arrangement, operating regimes, flows and pressures.
- b) Details of site electrical system to allow connection of the Heliex GenSet.
- c) Access to the steam system to allow connection of the Heliex GenSet steam pipework.
- d) Final connection of the Heliex GenSet power cabling to the customer site system.
- e) All G59 grid connection documents, submissions and interface with the Distribution Network Operator (DNO).
- f) Design, supply and installation of any power factor correction equipment required.
- g) Steam flow to the Heliex GenSet at the agreed operating conditions.

4. Costs and Payment

4.1 HPL will provide all of the equipment and services in section 2 without charge to the *Customer*.

4.2 *Customer* will provide all of the equipment and services in section 3 without charge to Heliex.

4.3 Electricity Generated

The electricity generated will be measured using the meter within the Heliex Heliex GenSet cabinet. *Customer* will pay for the electricity generated each month. Heliex will provide a statement of electricity generated in a month and associated invoice by the 7th day of the following month. *Customer* will pay Heliex by bank transfer before the end of that month.

Payments will be for the total kWh generated in the month at the *Agreed Rate* per kWh.

4.4 Total minimum supply payment

Customer will guarantee to make total payments to Heliex of no less than £ *Minimum Payment*.

5. Termination

5.1 *Customer* can terminate the agreement and request removal of the Heliex GenSet and associated equipment at any time. If *Customer* has not made the

total minimum supply payment (clause 4.4) at the time of terminating the agreement then the outstanding sum is due immediately.

5.2 Heliex can terminate the agreement should the average electricity generation over a three-month period fall below 90% of the *Expected Generation*.

6. General

6.1 Heliex retains title to the machine. The interconnecting pipework to/from the Heliex GenSet and power cabling will be owned by *Customer*.

6.2 Heliex will insure the machine with £5m product and public liability cover.

6.3 Heliex has no liability to the *Customer* if the Heliex GenSet is unavailable.

6.4 Neither Heliex nor *Customer* will be liable to the other for consequential loss.

7. Inputs

Customer:

Agreed Rate:

Minimum Payment:

Expected Generation:

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