

SCHEDULE 3

OUTAGES AND DERATINGS

The following conditions shall apply to ensure a good co-ordination between the Seller and the Buyer in respect of the Operation of the Project pursuant to Scheduled Outages and Planned Deratings and any allowances made by the Seller for Unscheduled Outages and any Unplanned Deratings.

1. **One (1) year ahead Planned Maintenance Schedule**

- 1.1. Not later than six (6) Months prior to the commencement of each Contract Year (save for the first year of Operation of the Facility, for which the corresponding period shall be forty (40) Business Days prior to the Commercial Operation Date), the Seller shall provide indicative plans in respect of the Capacity forecast to be Available, including Outages and Deratings scheduled or planned to occur or (if unscheduled or unplanned) for which an allowance is made by the Seller, for the subsequent year period ("**Indicative Capacity Plan**").
- 1.2. If the Buyer fails to respond with a written acceptance or rejection or any comments in respect of the Indicative Capacity Plan within thirty (30) Business Days of the receipt by it of such plan, it shall be deemed to have accepted the Indicative Capacity Plan.
- 1.3. The Buyer shall determine the operating reserve and the Weekly unplanned allowance requirements for System stability, in order to decide on the Capacity in respect of which Maintenance can be undertaken on the Project for the three (3) year ahead period.
- 1.4. Not later than sixty (60) Business Days prior to the commencement of each Contract Year, the Buyer shall publish the provisional Maintenance schedule indicating which Maintenance has to be rescheduled to meet the requirements for System stability ("**Maintenance Schedule**").
- 1.5. The Buyer and the Seller, both acting reasonably shall consult with each other and use their reasonable endeavours to reach agreement in respect of any alterations to the Indicative Capacity Plan or Maintenance Schedule. If the Parties are unable to reach agreement within a period of forty (40) Business Days for commencing such

consultation process, either Party may refer the issue to NERSA in terms of clause 5 (*Failures to agree or disputes*) of this Schedule 3 (*Outages and Deratings*).

2. **Annual Capacity Plan**

- 2.1. Not later than six (6) Months prior to the commencement of each Contract Year (save for the first year of Operation of the Facility, for which the corresponding period shall be forty (40) Business Days prior to the Commercial Operation Date), the Seller shall submit the Capacity forecast to be Available, including Scheduled Outages and Planned Deratings and an allowance for Unscheduled Outages and Unplanned Deratings for that Contract Year ("**Annual Capacity Plan**"), to the Buyer following consultation with the Buyer regarding the Buyer's anticipated Maintenance Schedule for that Contract Year.
- 2.2. The Annual Capacity Plan shall be required to detail the Capacity forecast to be Available in respect of each Billing Period, including the number of hours for which a Scheduled Outage or Planned Derating shall endure in respect of each Billing Period in the Contract Year to which the current Annual Capacity Plan relates.
- 2.3. To allow for variations in the Scheduled Outages and Planned Deratings which may reasonably be expected through the Operating Period, when the Seller submits the Annual Capacity Plan to the Buyer in terms of clause 2.1, it may also include an application to exchange the Energy Output and Projected Loss of Energy Output values detailed in Table A.2.1 of Appendix A (*Projected Available Energy Output (AGPpn) and Projected Loss of Energy Output due to Reduced Availability (LCPpn) (annual basis)*) to Schedule 5 (*Calculation of Payments*) for any particular Contract Year with the equivalent values for any subsequent Contract Year.
- 2.4. The Buyer shall, acting reasonably, consider such application and revert with its written acceptance or rejection of either or both of the Annual Capacity Plan and such application, within forty (40) Business Days of the receipt by it of the Annual Capacity Plan and such application. The Seller shall be entitled to revise either or both of such plan and application and resubmit them to the Buyer for its approval in accordance with this clause 2. If the Buyer fails to respond with either a written acceptance or rejection of either or both of the Annual Capacity

Plan and such application within the period of forty (40) Business Days, it shall be deemed to have accepted the Annual Capacity Plan and or such application.

- 2.5. The Buyer may, on not less than forty (40) Business Days' prior written notice to the Seller, request the Seller to reschedule a Scheduled Outage or Planned Derating to an alternative Month and the Seller shall use all reasonable endeavours to accommodate such rescheduling if it is consistent with the standards of a Reasonable and Prudent Operator.
- 2.6. The Seller may on no less than twenty (20) Business Days' prior written notice to the Buyer reschedule a Scheduled Outage or Planned Derating to an alternative Month, provided that such rescheduling is consented to in writing by the Buyer, which consent may not be unreasonably withheld. The Buyer shall be required to respond to such notice within ten (10) Business Days of receiving such notice. If the Buyer fails to respond to such notice within such period of ten (10) Business Days, it shall be deemed to have consented to such rescheduling.

3. **Monthly and Weekly planned maintenance schedule**

- 3.1. Following consultation with the Buyer regarding the Buyer's Maintenance Schedule in respect of a Month, not later than seven (7) Business Days prior to the commencement of each Month, the Seller shall submit its Scheduled Outages and Planned Deratings for that Month ("**Monthly Schedule**") to the Buyer. The Monthly Schedule shall detail the Scheduled Outages and Planned Deratings on a Weekly basis. The Buyer's approval shall not be required in respect of the Monthly Schedule if the Monthly Schedule is in accordance with the Annual Capacity Plan.
- 3.2. The Buyer may on no less than five (5) Business Days' prior written notice to the Seller, request the Seller to reschedule a Scheduled Outage or Planned Derating to another time period and the Seller shall use all reasonable endeavours to accommodate such rescheduling if it is consistent with the standards of a Reasonable and Prudent Operator.
- 3.3. The Seller may on no less than five (5) Business Days' prior written notice to the Buyer reschedule a Scheduled Outage or Planned Derating to an agreed time period provided that such rescheduling is consented to in writing by the Buyer, which consent may not be unreasonably withheld.

- 3.4. The Seller shall issue a final Monthly Schedule for the Project by the Thursday preceding the first Week of the Month to which that Monthly Schedule relates.
- 3.5. The Seller may not undertake Scheduled Outages or Planned Deratings other than in accordance with the Monthly Schedule, unless it has received the approval of the Buyer.

4. **Reactions to unplanned Outages**

In case of a System Unavailability Event that lasts more than twenty four (24) hours, the Buyer may on notice given no more than forty eight (48) hours after the commencement of the System Unavailability Event, request the Seller to reschedule a Scheduled Outage to be commenced during the time period of System Unavailability Event and the Seller shall use all reasonable endeavours to accommodate such rescheduling if it is consistent with the standards of a Reasonable and Prudent Operator.

5. **Failures to agree or disputes**

Any failure by the Seller and the Buyer to reach agreement, or any disputes between the Seller and the Buyer, in respect of any of the Indicative Capacity Plan, the Maintenance Schedule, the Annual Capacity Plan or the Monthly Schedule may be submitted by either Party to [NERSA for resolution or determination, in accordance with the rules and procedures that NERSA may, from time to time, issue in respect of the submission of failures to reach agreement or disputes to it. The decision or determination of NERSA shall be final and binding on the Parties.]