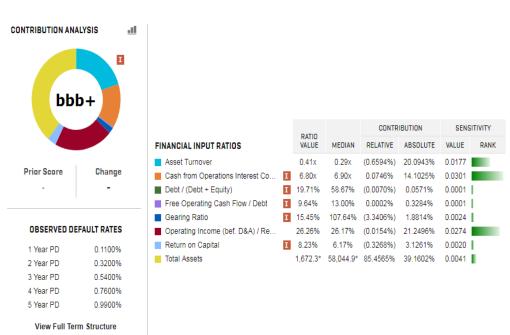


#### **Traditional credit assessment**

#### centrica



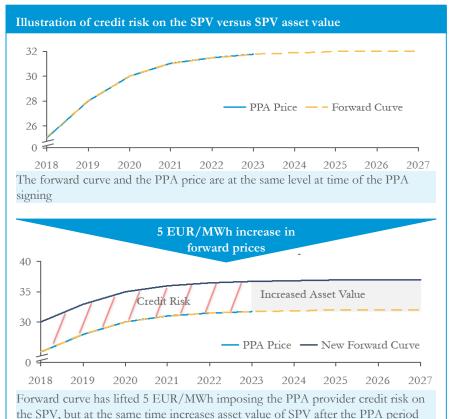


#### Credit risk in relation to power price development



#### Credit risk related to the SPV

- The risk of a MtM loss to the PPA provider (Centrica) in case of a SPV default is considered low as the PPA provider only incurs a loss of the MtM value of the power and certificates, in case the markets prices have increased since the signing of the PPA contract
- As the PPAs are signed for typically 2-10 years, and the wind farm lifetime is 25 years at least, a high MtM exposure as a result of increased market prices would imply that the assets in the SPV would receive a high price for the remaining years of its lifetime, and thereby increasing the assets value
- It is therefore considered very unlikely that a wind farm SPV would default in the event of market price increases, post the PPA signing
- If a wind farm SPV would default, it is expected to be in scenarios, where the market prices have dropped significantly since the PPA signing, reducing the asset values for the years beyond the PPA period
- In such situations, the MtM value is negative for PPA provider to the SPV, and hence no credit exposure applies to the PPA provider



# Legal - chances and opportunities

- Smooth transition >> nahtloser Übergang Direktvermarktung zu Post-EEG Vermarktung
- Festpreis-PPA von Anfang an >> Fixed price PPA from the very beginning
- Herkunftsnachweise (GoO)
- Festpreise oder Variable Vergütung >> FP or flexible remuneration
- Tailermade solutions legally tailormade, reflecting market standards

## Legal – contractual matters/assessment

- Service and maintenance concept? Technikkonzept?
- Permission/Betriebsgenehmigung
- Weiterbetriebsgutachten (expertise for the time after the usual lifecycle)
- Duration? Laufzeit?
- Insurances? Versicherungen?
- Online-data/Lieferung von Online-Daten
- Remote control/Fernsteuerbarkeit?
- Curtailment/Einspeisemanagement?
- Compensation/Entschädigungsregelungen

### **Credit risk in relation to power price development**

## centrica

DEAL 1											
Volume/Unit: Currency: Contract Period:	Buy ▼ EUR ▼ Y2022 ▼		MW (Base) 7 35 End: 12/31/2022	3		Deal Type: Agreement: Contract Value: Settlement:	Power Physical DE  No Agreement  Monthly	9206400 25	▼ Calendar	▼ days after:	End of Delivery Month
Max PFE (28 Oct 20 Simulated Max PFE		nds) 0 1,156,141.912	Limit:	0 Util: Simulated Util	0% I: 0%	STOP! Deal not open for trading	on Power Physical DE				To the second se
Exposure History	& Forecast (Trading)										
1400000 1200000 1000000 800000 400000 200000	The state of the s	Land Total		Simulated Mtm Simulated S			Japen Branch Carter	The text of the second			-Market on (PFE)

#### Credit risk in relation to Renewable SPV's



Project participant	Definition
Project Company	Owns and operates the project. Takes on the role as borrower – can be a subsidiary to the Project Sponsor
Project Sponsor	Parent or developer and shareholder to the Project Company
Offtaker(s)	Any entities that are contractual purchasers of the energy or certificates produced from the facility
Debt holder(s)	Lender to Project Company (typically a Bank)
Technology provider	Provider of the turbine technology (and if present, provider of a technology warranty)
Operations and maintenance provider	Provider of the operations and maintenance contract, in order to service the assets over a specified duration of their lifetime.

#### **Credit risk in relation to Renewable SPV's**



Factor	A High Quality	CCC Weak				
1a) Quality and Diversity of Cash Flow Stream	Centrica sole off taker	<ul> <li>Average rating of other off takers is not rated</li> </ul>				
1b) Conditions for Contract Payments or Receipt of Revenues	<ul> <li>Favourable price environment – prices above floor prices if clawback or floor</li> <li>Volume output from assets &gt;P50</li> <li>Availability &gt;95%</li> </ul>	<ul> <li>Previous year and forward prices below floor prices</li> <li>Poor availability and volume output</li> </ul>				
1c) Debt Holder Strength	<ul> <li>Direct agreement in place with highly rated debt holder or fully equity financed</li> </ul>	<ul> <li>Non-rated debt holder with no Direct Agreement</li> </ul>				
2) Regulatory Support	<ul> <li>Can only be achieved if project is commercially competitive without subsidies</li> </ul>	<ul> <li>Jurisdiction with limited or unstable regulatory support</li> </ul>				
3a) Technology, Operating Track Record and Vendor Profile	<ul> <li>Highly rated vendor with warranty that covers length of PPA with Centrica</li> </ul>	Poorly rated vendor with no warranty				
3b) Quality of Operator, Operation & Maintenance (O&M) Contractual Framework	Highly rated provider with O&M contract that covers length of PPA with Centrica	<ul> <li>Poorly rated provider with no O&amp;M contract in place</li> </ul>				
3c) Project Sponsor Strength/Commitment	<ul> <li>Highly rated sponsor with good track record with this type of project</li> </ul>	<ul> <li>Inexperienced and poorly rated sponsor</li> </ul>				
4a) Financial Metric: Total Adjusted Debt/Total Capitalisation	<ul> <li>Fully equity financed or very low debt to equity ratio</li> </ul>	Highly geared project				
4b) Project Structure Strength	<ul> <li>Strong financing structure such as debt service reserves for liquidity purposes, no construction risk (assets already commissioned), no debt to be serviced other than that of debt holder/off taker</li> </ul>	<ul> <li>Absence of strong financing structure</li> </ul>				

# Legal matters we would like to talk about...

- Weiterbetriebsgutachten (expertise for the time after the usual lifecycle) –
   What can you provide?
- Technical concept/Technikkonzept What do you plan?
- Insurances? Versicherungen? What do you need?
- What do we need to know?

# Legal – KYC and know your law

- Know your customer KYC
- Know your law? Wissen Sie welche Regelungen auf Sie Anwendung finden?

Einspeisemanagement

Fernsteuerbarkeit

**Negative Preise** 

Entschädigung

Abregelung

Weiterbetrieb