

28 September 2018

Mrs Betty Yuen
Vice Chairman
CLP Power Hong Kong Limited
8 Laguna Verde Avenue
Hung Hom, Kowloon

Mr T. K. Chiang
Director
Castle Peak Power Company Limited
8 Laguna Verde Avenue
Hung Hom, Kowloon

Dear Mrs Yuen and Mr Chiang,

Letter Agreement
Amendments to the SCA

1. This Letter Agreement sets out the agreement reached between the Government of the Hong Kong Special Administrative Region (“Government”), CLP Power Hong Kong Limited 中華電力有限公司 (“CLP”) and Castle Peak Power Company Limited 青山發電有限公司 (“CAPCO”) in connection with the investment by CAPCO in a liquefied natural gas terminal in Hong Kong and certain matters related to the test for excess generating capacity. Unless otherwise defined, capitalised terms used herein shall have the meanings as defined in the Scheme of Control Agreement dated 25th April 2017 entered amongst the Government, CLP and CAPCO (“SCA”).
2. The parties agree that the SCA shall be amended as follows.
3. Clause 2 of the SCA shall be deleted and replaced with the following:
 - “(1) The parties hereto agree that this Agreement shall govern and apply to the financial affairs of the Companies, the manner in which they are responsible for providing, operating and maintaining their facilities and managing the supply of electricity and other matters specified in this Agreement so far as they are Electricity-Related excluding those associated with or in relation to (a) export sales of electricity in accordance with the separate arrangements between the Companies and the Government, unless otherwise expressly stated; and (b) sales to third parties of gas products and/or utilisation by third parties of the TermCo’s LNG terminal in Hong Kong in accordance with the separate arrangements between the Government and the Companies, unless otherwise expressly stated.
 - (2) The treatment of the Companies’ investments in the LNG terminal through TermCo is, in substance, no different from their Electricity-Related investments in any other Fixed Assets and shall be subject to the terms of this Agreement. Each of the Companies shall not transfer or dispose of its interest in TermCo to a company which is not governed by a scheme of control agreement with the Government without the Government’s prior approval in writing. The parties hereto also agree that the provisions hereunder governing (a) the preparation and submission of Scheme Of Control financial statements (Schedule 2) and the Development Plan Review, Tariff Review and Auditing Review (Schedule 3); and (b) Electricity-Related

activities and operations and costs incurred in respect thereof, shall govern and apply to such of the Companies' investments in TermCo as may be approved by the Government in writing."

4. Schedule 1 to the SCA shall be amended as follows:

4.1 Paragraph 11 shall be deleted and replaced with the following:

"(11) "Electricity-Related"

means directly or indirectly appertaining to the generation (including, inter alia, the investments made by CAPCO or CLP Power through TermCo as may be approved by Government in writing), transmission, distribution, sale of electricity, demand response, energy efficiency and conservation, emissions reduction or promotion and development of renewable energy"

4.2 Paragraph 15 shall be deleted and replaced with the following:

"(15) "Fixed Assets"

means Electricity-Related investments in land, buildings, plant, equipment, and capitalised refurbishment and improvement works of the Companies and investments made by CAPCO or CLP Power through TermCo in the LNG terminal in Hong Kong and such other investments that may be made by CAPCO or CLP Power through TermCo as may be approved by the Government in writing and, subject to Section A of Schedule 2, includes assets in the course of construction, payments on account, goods in transit and capital stores."

4.3 The following new paragraphs shall be inserted after paragraph 34:

"(35) "TermCo"

means

(a) the joint venture company to be incorporated in Hong Kong by CLP Power and/or CAPCO and The Hongkong Electric Company, Limited; or

(b) any other company wholly owned by CLP Power or CAPCO or both, as may be approved by the Government in writing

which company will develop, construct, operate, maintain and own an LNG terminal in Hong Kong and provide related services."

"(36) "LNG"

means liquefied natural gas."

5. Schedule 2 to the SCA shall be amended as follows:

5.1 The following new type of asset and useful life shall be inserted in paragraph 2(c) of Section B after the asset "Ash lagoon":

Type of Asset

Useful Life

"LNG terminal"

"35 years"

5.2 Section H shall be deleted and replaced with the following:

“H. FINANCIAL STATEMENTS

For each Year governed under the Scheme Of Control, the Companies shall prepare and submit to the Government Scheme Of Control financial statements within three months after the end of their financial year showing the results and financial positions of the Companies. For the avoidance of doubt, these Scheme Of Control financial statements shall include the Companies’ investments in Fixed Assets made through TermCo and TermCo’s charging of Total Operating Costs and cost of fuels. These Scheme Of Control financial statements shall be audited by the Companies’ statutory Certified Public Accountants (Practising) registered under the Professional Accountants Ordinance (Cap. 50). The audit of the Scheme Of Control financial statements shall be performed to form an opinion as to whether the Scheme Of Control financial statements have been properly prepared, in all material respects, in accordance with the provisions of this Agreement and the audit report should be submitted by the Companies to the Government.”

6. Schedule 6 to the SCA shall be amended as follows:

6.1 Paragraph 1(4)(a)(iii) shall be deleted and replaced with the following:

“(iii) The Additional Unit will fail the ECT test if the ECT LOLP is found to be below the Target LOLP. If it also fails the RC test, the Additional Unit will then be subject to a second overall test in the following, i.e., second Year. The ECT LOLP for the second test will be derived from taking 104% of the actual maximum demand of the second Year and the installed capacity at the time of maximum demand of the second Year excluding the capacity of the Additional Unit. The Additional Unit will fail the ECT test for the second time if the ECT LOLP for the second Year is also found to be below the Target LOLP. The same principle for the ECT test described above will be followed if the Additional Unit is subject to the overall test in subsequent Years.”

6.2 Paragraph 1(4)(b) shall be deleted and replaced with the following:

“(b) RC test

If, in the Year in which the test is conducted, the reserve capacity available excluding the Additional Unit exceeds the capacity of two of the largest units (the number of units shall be subject to review and agreement of the Government and the Companies in future) on the Companies’ system plus the spinning reserve requirement, the Additional Unit fails the RC test.”

6.3 The formula for determining “ECT LOLP” under paragraph 4(1)(a) shall be deleted and replaced with the following formula:

“ECT LOLP

= LOLP³ as derived from 104% of the actual local maximum demand in the Year the ECT test applies and the installed capacity at the time of maximum demand of the Year, excluding the capacity of the Additional Unit.”

7. Notwithstanding any provisions elsewhere in the SCA to the contrary, if there is any inconsistency or discrepancy between this Letter Agreement and the SCA, the content of this Letter Agreement shall prevail.

8. The SCA and this Letter Agreement shall be read and construed as one single document. Save as expressly amended by this Letter Agreement, all terms and conditions of the SCA shall remain in full force and effect.

9. This Letter Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong. Any dispute, controversy or claim arising out of or relating to this Letter Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration as provided for and contemplated under Clause 9 of the SCA, which shall be deemed to have been incorporated into this Letter Agreement, mutatis mutandis.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals on the date of this Letter Agreement which was executed as a deed.

SIGNED SEALED AND DELIVERED by
Wong Kam Sing
Secretary for the Environment
for and on behalf of the Government
of the Hong Kong Special Administrative
Region in the presence of:-

.....
Vincent Liu

)
)
)
)
)
)
) Wong Kam Sing
)
)
)

The Common Seal of CLP Power
Hong Kong Limited was hereunto
affixed by authority of the directors
in the presence of:-

.....
Joseph Law

)
)
)
)
)
) William E. Mocatta
) Chairman
)
)
)
)
)
) Richard Lancaster
) Director
)

The Common Seal of Castle Peak Power
Company Limited was hereunto affixed by
authority of the directors
in the presence of:-

.....
Joseph Law

)
)
)
)
)
) Betty Yuen
) Vice Chairman
)
)
)
)
)
) Chiang Tung Keung
) Director
)