THE ELECTRIC LIGHTING ACT

BMR JAMAICA WIND LIMITED
SUPPLY OF ELECTRICITY LICENCE, 2014

WHEREAS:

(a) On November 26, 2012 the Office of Utilities Regulation (the "Office") issued a Request For Proposals ("RFP") for the supply of up to 115 MW of electricity generating capacity from renewable energy based generation facilities on a build, own and operate ("BOO") basis.

(b) BMR Jamaica Wind Limited (the "Licensee"), responded to the RFP and submitted a proposal to supply thirty-six point three (36.3) MW of wind power generating capacity to the National Grid from a plant to be constructed on lands part of Torrington Castle, Chelsea and Hermitage in the Parish of St. Elizabeth, Jamaica.

(c) The Licensee and the Jamaica Public Service Company Limited have executed a Power Purchase Agreement, and the Licensee has applied for a licence to be issued pursuant to the Electric Lighting Act, to supply the said generating capacity.

1. SHORT TITLE
This Licence may be cited as the "BMR Jamaica Wind Limited Supply of Electricity Licence, 2014".

2. INTERPRETATION
2.1 In this Licence -

"Acts" shall have the meaning set out in Clause 2.2.

"Commercial Operations Date" shall have the meaning given thereto in the relevant Power Purchase Agreement ("PPA").

"Control" or "Controlled" in relation to the Licensee, means the power of a person(s), and/or corporate entity to determine and implement the Licensee's policies and the day to day operations of such policies and the day to day operations of the facilities or
services in relation to the Licensed Business, including, inter alia, the construction, development and maintenance of the facilities and provisioning of the services in relation to the Licensed Business.

"ELA" means the Electric Lighting Act.

"Facility" means the thirty-six point three (36.3) MW wind power generation facility, together with building and auxiliary equipment, located on lands part of Torrington Castle, Chelsea and Hermitage in the Parish of St. Elizabeth, Jamaica.

"Government" means the Government of Jamaica.

"Governmental Authority" means any ministry, department, agency of Government or statutory body and shall include any acts carried out by any of the said bodies in the exercise of government public policy.

"Governmental Requirements" means any Acts of Parliament, or subsidiary legislation made thereunder, and shall include inter alia, Government guidelines, policies and ministerial directives.

"Licence" means the BMR Jamaica Wind Limited Supply of Electricity Licence, 2014.

"Licensed Business" means the generation and supply of up to 36.3 MW of electricity to the National Grid, using wind generating capacity from the Facility and to be carried out in accordance with the terms and conditions of this Licence, the PPA, and any other licence required by Jamaican law.

"Licensee" is for the purpose of this Licence, BMR Jamaica Wind Limited, a corporation registered under the laws of Jamaica with registered office located at 20 East Street, Kingston.

"Minister" means the Minister with the portfolio responsibility for electricity.

"National Grid" means the public electricity transmission system in Jamaica, but does not include the network used for the distribution
of electricity to individual members of the public.

"Office" means the Office of Utilities Regulation.

"OUR Act" means the Office of Utilities Regulation Act.

"Power Purchase Agreement" means the agreement for sale and purchase of power supplied from the Facility and entered into by the Licensee and the Power Purchaser.

"Power Purchaser" means the Jamaica Public Service Company Limited or its successor or assignee, or any other entity licensed to operate the National Grid.

"Pro forma Transaction" means:

(a) an assignment from one or more individuals to a body corporate owned or controlled by the same individual or individuals without any change in their relative interests;

(b) an assignment from a body corporate to shareholders without effecting any change in the disposition of their interests;

(c) a reorganization of a body corporate that involves no change in the beneficial ownership thereof;

(d) an assignment or transfer -

   (i) from a body corporate to its wholly owned subsidiary or vice versa;

   (ii) between wholly owned subsidiaries of the same holding company;

(e) an assignment from a body corporate to another body corporate owned or controlled by the assignor's shareholders without a substantial change in their relative interests.
“Purchase Price” shall have the meaning set forth in Clause 12.8.

“Tribunal” means any tribunal established by the Minister under this Licence or pursuant to any relevant legislation or instrument to hear appeals arising from a decision or failure to act by the Office.

2.2 This Licence shall be read and construed, subject in all respects to the provisions of the ELA, the OUR Act and any other applicable legislation (the “Acts”).

2.3 References to any Act or statutory provision include a reference to:

(i) that Act or statutory provision as may from time to time be amended, extended, replaced or re-enacted or consolidated; and

(ii) all statutory instruments or orders made pursuant to it.

2.4 Unless the context otherwise requires, expressions in this Licence which are not defined herein shall bear the same meanings ascribed to those expressions under the Acts or the Power Purchase Agreement. In the event that there is a conflict, the meaning set forth in the Power Purchase Agreement should take precedence.

3. **GRANT OF LICENCE**

3.1 The Minister, pursuant to the powers conferred under Section 3 of the ELA, as well as Section 4A of the OUR Act, hereby grants to the Licensee a Licence authorising the Licensee to develop, operate and maintain the Licensed Business, and operate and maintain the Facility, in order to generate, sell and supply bulk electricity therefrom to the National Grid, subject to the provisions of this Licence and the attached Schedule as well as the relevant Acts and PPA.

3.2 This Licence shall be null, void and of no legal effect in the event that the relevant parties fail to execute the PPA within forty-five (45) days of the date of this Licence.

3.3 The Licensee, in carrying out the Licensed Business shall be
subject to regulation by the Office pursuant to the Acts.

4. **DURATION**

4.1 Subject to the provisions contained herein this Licence shall have full force and effect from the date of execution by the Minister (hereinafter called "the Commencement Date"). Notwithstanding the foregoing, the term of the Licence shall be for a period of **twenty (20) years** from the Commercial Operations Date and shall terminate on the twentieth (20th) anniversary of the Commercial Operations Date, provided however that the Licensee shall have the right to operate the Licensed Business and sell such electricity to the National Grid:

(a) arising as a result of the testing and commissioning activities of the Facility prior to the Commercial Operations Date;

(b) arising from operations of units that have successfully passed all the required testing activities and have been certified appropriately as meeting the contracted requirements to operate prior to the Commercial Operations Date; or

(c) as may be reasonably required by the public electricity supply system prior to the Commercial Operations Date.

4.2 The Licensee may apply in writing to the Minister and copied to the Office for a renewal of the Licence no later than five (5) years prior to the date on which this Licence expires.

4.3 The Minister may, in response to the application for renewal of the Licence, grant such renewal upon the recommendation of the Office.

5. **ASSIGNMENT OF LICENCE AND TRANSFER OF CONTROL**

5.1 This Licence may not be assigned or transferred by the Licensee without the prior written consent of the Minister, such consent not to be unreasonably withheld.

5.2 The Licensee may, contingent on the prior approval of the Minister, transfer control of its operations.
5.3 An application for approval of an assignment or transfer under this clause 5 shall be made in writing to the Minister who shall grant such approval, within thirty (30) days, if he is satisfied, upon the recommendation of the Office, that the assignee or transferee satisfies the requisite requirements as regards the obligations imposed on the Licensee by this Licence or relevant Acts and is in all material respects a fit and proper person to hold such Licence.

5.4 Clause 5.3 shall not apply to a Pro forma Transaction, and the following provisions shall apply in relation thereto:-

(i) Within forty-five (45) days after the completion of the Pro forma Transaction the Licensee shall:

(a) apply in writing to the Office for approval of the Pro forma Transaction; and

(b) submit to the Office with such application, information pertaining to the Pro forma Transaction, including proof of the completion of the transaction and certification of the transaction as a Pro Forma Transaction by the Licensee, and such other written information as the Office may require.

(ii) Such Pro forma Transaction shall not be recognized and shall be deemed null and void for the purposes of the obligations under this Licence if the provisions of paragraph (i) of clause 5.4 are not strictly adhered to and/or the Office does not approve the transaction as a Pro forma Transaction.

6. RATES/PRICES
The prices to be charged and/or rates to be applied by the Licensee in respect of the supply of electricity pursuant to this Licence shall be determined by the Office and shall be included in the Power Purchase Agreement.

7. REGULATORY SERVICE FEE
7.1 For each financial year of the Licence (i.e. the period running from April 1 in one year to March 31 of the following year), the Licensee shall pay to the Office on or before May 1 of that year, an annual
Regulatory Service Fee:

(i) calculated based on the revenues as may be derived from the sale of energy to the Power Purchaser under the terms of the Power Purchase Agreement using the formula set out below:

\[
\text{Regulatory Service Fee (RF)} = \text{BUSR} \times 1\text{PPR}
\]

Where \( \text{BUSR} \) = The revenue attributable to the Power Purchaser in the audited financial statements of the Licensee for the financial year ending in the calendar year preceding the due date of the regulatory service fee payment.

\( 1\text{PPR} = \text{One Ten Thousandth (0.0001)} \)

OR

(ii) the applicable annual minimum Regulatory Service Fee as may be prescribed by the OUR from time to time if greater than (i) above;

OR

(iii) such other Regulatory Service Fee as may be prescribed by the Office pursuant to the OUR Act.

7.2 Notwithstanding the foregoing, immediately upon the issuance of this Licence, the Licensee shall pay to the Office the sum of Twenty-Five Thousand Jamaican Dollars (J$25,000.00) representing the annual minimum Regulatory Service Fee applicable to the period April 1, 2014 to March 31, 2015, prorated from the date of this Licence to March 31, 2015.

7.3 In the event that the Licensee will not be in operation for a full financial year of the Licence, the Regulatory Service Fee payable for such period shall be the applicable annual minimum Regulatory
Service Fee prescribed for that period.

8. **OBLIGATIONS OF THE LICENSEE**

8.1 The Licensee shall:

(i) Discharge its obligations and perform the duties imposed or authorized as set out in this Licence, the Power Purchase Agreement, the Acts, and any applicable codes or standards.

(ii) Comply with any order made by the Minister pursuant to this Licence or to powers vested in him by any relevant legislation applicable hereto with all reasonable promptitude.

(iii) Comply with any memorandum, determination, order or directive made by the Office pursuant to this Licence or any applicable legislation with all reasonable promptitude.

(iv) Maintain and keep in good repair all equipment and facilities used in carrying out the Licensed Business.

8.2 The accounts and records of the Licensee shall be maintained in such manner as may be prescribed by the Office from time to time after consultation with the Licensee.

8.3 The accounts and records kept by the Licensee should be sufficient to separate the activities of the Licensed Business from any other business of the Licensee.

8.4 The Licensee shall provide such information, reports, and records as may be reasonably requested by the Office from time to time.

8.5 Where the Minister has exercised step-in rights pursuant to clause 12 of this Licence, the Licensee shall be obliged to cooperate with the Minister and shall take all necessary steps, including the assignment of any relevant contracts, to facilitate the completion and/or operation of the Facility.
9. **INFORMATION REPORTING AND AUDITED ACCOUNTS**

9.1 The Licensee shall procure and furnish to the Office, in such manner and at such times in respect of the items set out at **SCHEDULE 1** or, as the Office may reasonably require, such other information and reports as the Office may consider necessary concerning the performance by the Licensee of its obligations under this Licence.

9.2 The accounts of the Licensee shall be audited annually at the expense of the Licensee by an independent auditor of the Licensee's choice, provided that such auditor shall be of good standing and reputation.

9.3 The Licensee shall send to the Office within four (4) months of the end of the Licensee's financial year a copy of the annual audited balance sheet and profit and loss account of the Licensee related to the supply of electricity pursuant to this Licence and such operating and other statistics as the Office may reasonably require.

10. **DISCHARGE OF OBLIGATIONS AND POWER OF LICENSEE**

10.1 Save as set out in this Licence, the Licensee shall discharge its obligations and perform the duties imposed or authorized under the Acts, and shall enjoy the rights and exercise all powers conferred on "undertakers" authorized to supply electricity pursuant to the ELA.

10.2 The Licensee shall not be obliged to undertake extension of any transmission or distribution lines to deliver the power generated, save as provided in the Power Purchase Agreement.

10.3 The Licensee may exercise such rights and shall observe such conditions relating to easements, way leaves, entry of private property and the construction of any lines above, or below ground, as may be prescribed by law.

10.4 If in the construction, maintenance and repair of its electric lines, it shall be necessary for the Licensee to disturb public ways and places or the plant of any other utility provider, the Licensee shall restore or pay the cost of restoring such public ways and places.
and utility plant to at least as good condition as they were before such disturbance.

11. **FORCE MAJEURE**
The Licensee shall be excused for any non-compliance with this Licence caused by "**Force Majeure**", which, for the purpose of this Licence, means any event or circumstance or combination of such events or circumstances that:

(i) occurs inside Jamaica, except as provided in paragraph (h) below;

(ii) is outside the reasonable control of the Licensee;

(iii) cannot be prevented or overcome by the exercise of reasonable diligence; and

(iv) materially and adversely affects the performance by the Licensee of its obligations under this Licence, to the extent that such event(s) or circumstance(s) meet the foregoing requirements (i) through (iii), including:

(a) acts of God, fire, explosion, chemical contamination, earthquakes, lightning, drought, tsunami, flood, torrential rain, storm, cyclone, typhoon, or tornado, pestilence or other natural catastrophes, epidemics or plague that directly affect the Facility;

(b) obligations under licences (other than this Licence), concessions or permits or other Governmental Requirements that are necessary for the Licensee to conduct its business and which will adversely impact performance under this Licence;

(c) any strikes, work to rule, go-slow or other labour disturbances that extend beyond the Facility, are widespread, nation-wide or are of a political nature, including labour actions associated with or directed against a ruling political party, or those that are directed against the Licensee
(or its contractors or suppliers) as part of a broader pattern of labour actions against companies or facilities with foreign ownership or management;

(d) expropriation, requisition, confiscation, nationalization or compulsory acquisition by a Governmental Authority of the Licensee or any substantial portion of the Facility;

(e) acts of war (whether or not declared), invasion, blockade or embargo;

(f) acts of terrorism or threat from terrorists, widespread riot, violent demonstrations, widespread armed insurrection, widespread rebellion or revolution;

(g) the closing or drastic reduction in capacity of public harbours, ports, docks, canals, roads, airports or other infrastructure, the rationing thereof or any import or export restrictions; or

(h) to the extent that they result in disruption of the Licensee's ability to receive shipments of fuel, major equipment or critical spare parts, any strikes, work to rule, go-slow, other labour disturbances, or natural disasters that occur outside of Jamaica.

12. **STEP-IN AND ACQUISITION RIGHTS**

12.1 After the Commercial Operations Date, if the Licensee shall have ceased to operate all, or any substantial part of the Facility necessary for the performance of functions under this Licence for a period of forty-eight (48) consecutive hours (the "Initial Period") without the prior consent of the Minister ("Step-in Event"), the Minister or his designee may enter any site at which the Licensee operates the Licensed Business ("Site") and may assume operational control of that Facility, provided that:

(i) the Minister shall give prompt notice to the Licensee determining that the Initial Period has concluded. Such notice shall be given by means reasonably calculated to ensure prompt actual notice to the Licensee.
(ii) a Step-in Event shall not have occurred and the Minister or his designee shall not be entitled to enter any of the Licensee's Sites for the purpose of assumption of operational control if the cessation of operation under clause 12.1 resulted from:

(a) circumstances beyond the reasonable control of the Licensee, such as an event of Force Majeure or a material breach by the Power Purchaser under the Power Purchase Agreement; or

(b) a forced outage as defined in the Power Purchase Agreement; or

(c) a scheduled or maintenance outage as defined in the Power Purchase Agreement; or

(d) an action or failure to act by the Minister or the Office in contravention of any right or entitlement of the Licensee under applicable legislation or regulation being in force, or this Licence; or

(e) to the extent that the Licensee is proceeding with diligence and good faith to overcome or remedy such event and such event is overcome and remedied within forty-eight (48) hours immediately after the Initial Period.

12.2 If the Minister or his designee assumes operational control of all or part of the Facility upon the occurrence of a Step-in Event in terms of clause 12.1, the Minister or his designee shall operate the Facility in accordance with prudent utility practice, and in any event, in accordance with standards no lower than those which were binding on the Licensee prior to the occurrence of the Step-in Event.

12.3 Upon the occurrence of a Step-in Event the Minister or his designee shall be entitled to operate all or part of the Facility until such time as the Licensee has demonstrated to the reasonable
satisfaction of the Minister that it can resume normal operation of the Facility in accordance with the terms and conditions of this Licence and the Acts, and that the Step-in Event has been or will be overcome or remedied.

12.4 The Licensee must demonstrate to the Minister that it can and will secure or otherwise acquire and utilize:

(a) requisite qualified and skilled personnel;

(b) sufficient financial resources; and

(c) any other resources,

identified to be needed to resume proper operation of the Facility in accordance with the terms and conditions of this Licence and to overcome or remedy the Step-in Event.

12.5 Where the Licensee is unable to demonstrate its ability to resume normal operation of the Facility to the reasonable satisfaction of the Minister within ninety (90) days after the Initial Period, the Minister shall have the right to acquire, and/or to have his designee acquire all of the rights, title and interest of the Licensee in the Facility for an amount equal to fifty percent (50%) of the “purchase price” which shall be formulated in accordance with clause 12.8 below (the “Purchase Price”).

12.6 If a Licensee event of default under the Power Purchase Agreement occurs and continues, the Minister shall have the right to suspend this Licence until such event of default has been cured in accordance with the terms of the Power Purchase Agreement, provided that if the Power Purchase Agreement terminates because of a Licensee event of default, the Minister shall have the right to acquire, and/or to have his designee acquire all of the rights, title and interest of the Licensee in the Licensed Business and Facility for an amount equal to fifty percent (50%) of the Purchase Price which shall be formulated in accordance with clause 12.8 below.

12.7 If the Minister elects to exercise his right to acquire all such rights,
title and interest of the Licensee in the Licensed Business and Facility pursuant to this clause 12, payments in accordance with clause 12.5 or 12.6, as the case may be shall be made to the Licensee no later than one (1) year after the notice of election to exercise such right.

12.8 The Purchase Price referred to in clauses 12.5 and 12.6 above shall be calculated at the present value of the Licensed Business and Facility, present value being determined by the discounted cash flow methodology. The cash flows to be used in the calculation of the Purchase Price shall be the net cash and cash equivalent from operations of the Licensed Business and Facility as reflected in the audited financial statements from the last financial period prior to the date of the Minister's election to acquire the Licensed Business and Facility, and the projected annual cash flow for the subsequent fifteen (15) years at the level of the last audited statement. The applicable interest rate to be used in the calculation of the Purchase Price shall be the United States Department of the Treasury one year Treasury Bill rates for the relevant financial period.

12.9 The Minister shall only indemnify and hold the Licensee harmless from any loss or damage to the Licensed Business and Facility and for any injury to persons incurred as a direct result of the Minister's or designee's negligence or wilful misconduct in the operation of the Licensed Business and Facility during the period that the Minister or his designee operates the Licensed Business and Facility, and then only to the extent that such loss, damage or injury is not covered by insurance.

12.10 The Minister may designate any other qualified person as his designee for the purpose of exercising any of the powers conferred in this clause 12.

13. **AMENDMENT TO LICENCE**
This Licence may be modified at any time during the term of its continuance by agreement between the Licensee and the Minister, upon the advice of the Office.
14. SUSPENSION OR REVOCATION

14.1 The Minister may, on the recommendation of the Office, at any time suspend or revoke this Licence by not less than thirty (30) days' notice in writing (the "Notice of Suspension or Revocation") to the Licensee:

(a) if it shall have been determined that the Licensee has failed to comply with any term or condition of this Licence or to carry out in good faith and with reasonable diligence the activities referred to in this Licence, including compliance with directives, orders, memorandum, or determinations issued by the Office, which determination shall specify in exact detail the respects in which the Licensee so failed, provided that such failure shall have continued for a period of thirty (30) days and shall have impaired the Licensed Business;

(b) if the Licensee is insolvent or bankrupt or has gone into compulsory or voluntary liquidation or has entered into any agreements with its creditors for relief of debt or taken advantage of any law for the benefit of debtors, other than for the purpose of amalgamation or reconstruction;

(c) if any fee or financial obligation payable under this Licence or in relation to any related statute or any fine imposed by a court of law is unpaid thirty (30) days after it has become due and after the expiration of this thirty (30) day period it remains unpaid for a further period of thirty (30) days after the Office has given the Licensee notice that the payment is overdue; or

(d) if any principal officer of the Licensee is convicted of a criminal offence by a court of law, which offence has impaired the Licensee's ability to perform its obligations under this Licence.

14.2 Prior to the expiration of the Notice of Suspension or Revocation, the Licensee shall be given an opportunity to be heard by the Minister, including making written submissions to the Minister as to why this Licence should not be suspended or revoked.
15. **RIGHTS OF ACTION RESERVED**
Nothing specified or contained in this Licence shall be construed as depriving the Licensee of its ordinary rights to appeal to the Courts of Jamaica to redress any wrongs it may suffer or to enforce any rights to which it may be entitled under the Licence or otherwise.

16. **ARBITRATION**
In the event of any difference whatever arising under this Licence between the Government and the Licensee or between the Minister and the Licensee the matter in dispute shall be referred to arbitration in accordance with the applicable arbitration provisions of the Arbitration Act of Jamaica and the decision thereon shall be final and conclusive.

17. **NOTICES**
17.1 Any notice, document or other instrument required or permitted to be given or delivered to any person under any provisions of this Licence shall be in writing and may be delivered or given by registered mail addressed to the person to whom the notice is to be given, or delivery is to be made, at the address below or any such other address as may be specified from time to time by the relevant person; and if so given or delivered by mail shall be deemed to have been given or delivered five (5) days after the date on which it is deposited in the mail as registered mail.

**THE MINISTER**
Address: Ministry of Science, Technology, Energy and Mining
PCJ Building
36 Trafalgar Road
Kingston 10

Attention: The Honourable Minister

**THE LICENSEE**
Address: BMR Jamaica Wind Limited
20 East Street
Kingston Jamaica

Attention: Mr. Bruce Levy
17.2 If notice is given or any document delivered other than by registered mail, as provided in the preceding clause, such notice shall not be deemed to have been given or document delivered until it is actually received by the person to whom the notice is given or delivery is made.

17.3 Any person may change its address for the purposes of this clause by giving notice of such change by hand delivery, or registered mail, which change shall not become effective until it is actually received by the person to whom the notice is addressed.

18. **APPEALS TRIBUNAL**

18.1 Subject to the provisions of any subsequent legislation, the Minister may empanel a Tribunal to hear appeals by the Licensee and such Tribunal shall consist of three (3) members appointed by the Minister as follows:

(a) one member shall be a former Judge of the Supreme Court or the Court of Appeal and shall be the chairman of the Tribunal (the “Chairman”);

(b) one member shall be appointed on the recommendation of the Licensee; and

(c) one member shall be appointed on the recommendation of the Office.

18.2 There shall be paid to the Chairman and other members of the Tribunal in respect of any appeal, such remuneration, whether by way of honorarium, salary or fees, and such allowances as the Minister may determine.

18.3 The decisions of the Tribunal shall be by a majority of votes of the members.

18.4 The Tribunal shall regulate its own proceedings.

18.5 Subject to any relevant legislation or instrument, the members of
the Tribunal shall hold office for a period of two (2) years unless sooner terminated by the Minister.

19. **APPEALS OF OFFICE DECISIONS**

19.1 If the Licensee is aggrieved by a decision of, or failure to act, by the Office under this Licence, the Licensee may appeal to the Tribunal:

(a) in the case of a decision of the Office, within thirty (30) days after notification to the Licensee of that decision;

(b) in the case of a failure of the Office to act, within twenty-one (21) days after the date on which the Office was required to act.

19.2 On hearing an appeal under this Licence, the Tribunal shall have regard to the legality, rationality and procedural propriety of the Office in arriving at its decision and may:

(a) confirm, modify or reverse the decision of the Office or any part thereof; or

(b) by a direction in writing, refer the decision back to the Office for reconsideration by it, either generally or in relation to any matter specified in the direction,

and the Tribunal shall, at the same time, state the reasons for its decision.

19.3 The Tribunal may, on application by the Licensee, order that the decision of the Office to which an appeal relates shall not have effect until the appeal is determined.

19.4 The Tribunal may dismiss an appeal if it is of the opinion that the appeal is frivolous or vexatious or not made in good faith.

19.5 Where the Tribunal dismisses an appeal, it shall inform the Licensee and the Office in writing stating the reasons for its decision.
19.6 In making a decision, the Tribunal shall observe reasonable standards of procedural fairness and the rules of natural justice and act in a timely fashion.

20. **GOVERNING LAW**
This Licence shall be governed and construed in accordance with the laws of Jamaica.

21. **WAIVER**
No failure or delay by any person to exercise any right, power or remedy under this Licence will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

22. **SEVERABILITY**
If any term or provision in this Licence is found in whole or in part to be illegal or unenforceable under any Acts, that term or provision or part thereof, shall to that extent be deemed not to form part of this Licence and the enforceability of the remainder of this Licence shall not be affected.

23. **EXPIRATION OF POWER PURCHASER’S LICENCE**
In the event that the licence of the Power Purchaser to operate the National Grid, expires or is otherwise terminated prior to the expiration or termination of this Licence, then the Minister shall take such steps as are necessary to ensure that any other person that is subsequently authorized to operate the National Grid shall assume the existing rights and obligations of the Power Purchaser under the Power Purchase Agreement for the duration of this Licence.

Dated this 17\textsuperscript{th} day of September, 2014

\[Signature\]

The Honourable Phillip Paulwell MP
Minister of Science, Technology, Energy and Mining
SCHEDULE I
(Clauses 9.1)

Submissions by the Licensee:

The Licensee shall submit to the Office the under mentioned documents on or before the date specified in respect of each and in addition, inter alia, any amendment or modification in respect of each.

(i) One Hundred Eighty (180) days prior to Commercial Operation Date, the Licensee shall provide its proposed plan for the operations and maintenance of the Facility (the "O&M Plan") and any operation and maintenance contract entered into by the Licensee, together with all amendments executed as of that date (but excluding the commercial terms of such operation and maintenance contract);

(ii) Thirty (30) days prior to commencement of construction the Licensee shall lodge with the Office a copy of the construction contract entered into by the Licensee for the Facility, including all schedules, plans and specifications attached thereto, plus all amendments executed as of that date (but excluding the commercial terms of such construction contract);

(iii) As soon as available but prior to commencement of construction the Licensee shall lodge with the Office copies of any contracts executed with direct contractors for the Facility (but excluding the commercial terms of such contracts);

(iv) One Hundred Eighty (180) days prior to Commercial Operation Date the Licensee shall lodge with the Office copies of all permits, licences, approvals and other Governmental Authorizations that have been issued to the Licensee for the design, financing, construction, ownership, operation and maintenance of the Facility;

(v) Ninety (90) days prior to Commercial Operation Date, the Licensee shall lodge with the Office a start-up and test schedule for commissioning of the Facility, including, without limitation, appropriate milestone dates for such start-up and testing;
(vi) Thirty (30) days prior to commencement of construction, copies of all
insurance policies and certificates of insurance required to be obtained
together with all amendments.

(vii) Thirty (30) days prior to Commercial Operation Date, the Licensee shall
lodge with the Office the final design drawings for the construction of the
Facility;

(viii) Ten (10) days prior to Commercial Operation Date of the Facility, the
Licensee shall lodge with the Office certificate(s) signed by the licensed
professional engineers of the Licensee's construction contractor stating
that the Facility:

   (a) has been constructed in accordance with the construction
       contract, the final design drawings, and prudent utility
       practice; and

   (b) is designed and constructed to have a useful life of at least
       twenty (20) years.