

**GRAND BAHAMA POWER COMPANY LTD
RENEWABLE ENERGY RIDER AGREEMENT**

This Renewable Energy Rider Agreement (this "Agreement") is made this ____ day of _____, (the "Effective Date") BETWEEN the party described at Item 1 of Schedule A to this Agreement (the "Customer-Generator") and **GRAND BAHAMA POWER COMPANY LIMITED**, a company incorporated under the Laws of The Commonwealth of The Bahamas and having its principal place of business situate at Freeport, Grand Bahama in the Commonwealth of The Bahamas("GBPC").

WITNESSETH THAT:

WHEREAS:

- A. GBPC carries on the business of producing and distributing electrical energy pursuant to the a licensee agreement from The Grand Bahama Port Authority Limited ("GBPA")
- B. By virtue of two Franchise Agreements dated the 23rd June 1993. and the 31st August, 1993 made between the Minister Responsible for Electricity for and on behalf of the Government of the Commonwealth of The Bahamas and GBPC, GBPC carries on the business of the supply and distribution of electrical energy to East Grand Bahama and West Grand Bahama.
- C. GBPC is currently engaged in a Renewable Energy Rider Program (the "Rider Program") whereby it will interconnect with a Customer-Generator who operates wind and/or solar generating systems approved by GBPC and purchase electrical energy generated by those customers at the approved tariff rate in the Renewable Energy Rider, a copy of which is attached at Schedule B to this Agreement.
- D. The Customer-Generator is a customer of GBPC who desires to participate in the Rider Program by operating a solar and/or wind Renewable Generation System ("RGS") with combined **Nameplate Gross Power Rating** of the kilowatts specified at Item 3 of Schedule A to this Agreement to be operated at the location specified at Item 2 of Schedule A to this Agreement and to make available and sell electrical energy generated by the RGS to GBPC.

- E. The Customer-Generator qualifies for the Renewable Energy Rider and his RGS meets the eligibility requirements in GBPC's "Rules & Regulations for Renewable Generation Systems" which is available on GBPC's web site at www.gb-power.com.
- F. GBPC wishes to purchase electrical energy generated by the RGS pursuant to the terms and conditions of this Agreement and the Schedules attached hereto.
- G. The Customer-Generator agrees to submit to GBPC prior to commencing operations, all required approvals for the RGS installation from the GBPA and/or from any other relevant regulatory authorities or governmental agencies having jurisdiction over the Customer-Generator or the RGS.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations, warranties, conditions and promises contained in this Agreement, the Customer-Generator and GBPC agree to the Terms and Conditions as follows:

1. INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement shall have the meanings set forth below:

"Agreement" means this Renewable Energy Rider Agreement and the Schedules hereto attached.

"Buy All Sell All" means where the Customer-Generator is billed by GBPC at the normal electricity rate for all the energy he/she consumes, regardless of the source, and will receive a credit on the bill for all the electricity generated from the RGS at the RER Credit Rate.

"Customer-Generator" means the person or entity who is a customer of GBPC and who has been approved by GBPC to operate the RGS.

"Effective Date" means the date on which this Agreement the date first hereinbefore written

"Energy Credit" means the amount GBPC will credit the Customer-Generator's account for the kWh delivered to the Grid, as determined in accordance with the Renewable Energy Rider.

"Force Majeure Event" means:

- (i) hurricane, earthquake, flood, tidal wave, or other act of God;
- (ii) fire, strike, malicious damage, labour disturbances;
- (iii) war, terrorism, civil war, rebellion, riot;
- (iv) Any other cause beyond the control of a Party which was not reasonably foreseeable or if foreseeable could not have been prevented.

"Grid" means the systems by which electric energy is generated, transmitted and distributed to customers of GBPC and includes:

- (i) the equipment used to generate the electric energy,
- (ii) the network used to transmit the electric energy produced, and
- (iii) the poles, wires, transformers, substations and other equipment used to deliver electric energy to consumers (the distribution system).

A connection that in anyway links the supply from the RGS to GBPC's supply, whether the connection is before or after the meter (that is, internal or external to the Customer-Generator's installation) is considered to be interconnected with GBPC's Grid.

"Interconnection Facilities" means all equipment and electrical hardware between the RGS and the Point of Delivery required to interconnect the RGS with the Grid.

"Metering System" means all meters and metering devices or equipment owned by GBPC and used to measure the delivery and receipt of electricity.

"Nameplate Gross Power Rating" means the RGS manufacturer's alternating current (a.c). nameplate capacity.

“Operations Date” means the date on which the RGS is installed.

“Parties” means GBPC and the Customer-Generator together and **“Party”** means either one of them.

“Point of Delivery” means the interconnection point or physical point where the RGS and the Grid are electrically connected for metering purposes.

“Renewable Energy Rider Agreement” or “RER Agreement” means this Agreement between the Customer-Generator and GBPC which sets forth the terms and conditions under which the RGS is interconnected with the Grid.

“Renewable Generation System” or “RGS” means the total components and facilities that, in combination, convert renewable energy into electrical energy suitable for connection to utilization loads to offset part or all of the customer’s electricity requirements and/or to provide electricity to the Grid.

“RER Credit Rate” means the credit rate defined in the Renewable Energy Rider

“Rules and Regulations for Renewable Generation Systems” means the Rules and Regulations promulgated by the GBPC as amended from time to time which govern the installation and operation of the RGS.

“Service” means the supply of electricity by GBPC to the Customer-Generator.

“Service Address” means the address specified at the said Item 2 of Schedule A

“Standard Electricity Tariff” means the tariff under which the Customer-Generator is served by GBPC.

“Term” means the duration of the RER Agreement, that is the period between the Effective Date and the termination of the Agreement.

1.2 **Headings**

Clause headings contained in this Agreement are included solely for convenience

and are not intended to be a full or accurate description of the content of any clause and shall not be considered to be part of this Agreement.

1.3 **Schedules**

This Agreement includes the following schedules which are specifically incorporated herein and made a part of this Agreement by reference:

Schedule A - Particulars for the Agreement

Schedule B - Renewable Energy Rider

1.4 **Statutory Instruments**

Any reference in this Agreement to any law, regulation, order, act or statute of any governmental body or other regulatory body shall be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor to those.

1.5 **Words**

Unless the context otherwise requires, words denoting the singular shall include the plural, words importing persons shall include companies and words importing the masculine gender shall include the feminine gender and vice versa .

1.6 **Highlight**

Certain paragraphs of the Agreement have been highlighted solely for the purposes of emphasis.

2. **TERM**

2.1 This Agreement shall commence on the Effective Date and continue for the period specified at Item 7 of Schedule A, in this Agreement unless terminated earlier in accordance with the provisions of Clause 17 of this Agreement (“Early Termination”) or extended by GBPC in accordance with the provisions of Clause 19 of this Agreement. Any Early Termination of this Agreement shall be without prejudice to the rights and obligations accruing to the Parties prior to the Early Termination.

2.2 Throughout the term of this Agreement the value of the RER credit shall be determined by GBPC and may be adjusted subject to the approval of GBPA.

3. RGS INTERCONNECTION REQUIREMENTS

- 3.1 The Customer-Generator shall design, install, operate and maintain the RGS, and all ancillary facilities on the Customer-Generator's side of the Point of Delivery, specified at Item 5 of Schedule A to this Agreement, in accordance with the Rules and Regulations for Renewable Generation Systems and all GBPA and governmental laws and regulations which may be applicable from time to time.
- 3.2 The Customer-Generator shall obtain and maintain all required insurance coverage, and all authorizations, permits, licenses and approvals from GBPA and/or any other relevant regulatory authorities or governmental agencies, with jurisdiction over the Customer-Generator required for the installation and operation of the RGS.
- 3.3 The RGS shall meet all applicable safety and performance standards, including the codes and standards described in the Rules and Regulations for Renewable Generation Systems.
- 3.4 GBPC may, from time to time, reasonably prescribe additional requirements, to be implemented at the Customer-Generator's expense, which in GBPC's judgment are necessary for ensuring the safety of the Grid. GBPC shall provide the Customer-Generator with written notice of any additional requirements to be implemented pursuant to this clause and the Customer-Generator shall have fourteen (14) days from the date of the notice to implement the change to the satisfaction of GBPC.
- 3.5 No RGS shall be connected to GBPC's Grid without permission from GBPC. This permission will be via the execution of the RER Agreement. Within eight (8) weeks of receiving notification from the customer that the installation has been completed, GBPC will carry out inspections and tests and will advise the applicant whether or not the proposed interconnection of the RGS qualifies for interconnection to GBPC's Grid.

4. CUSTOMER-GENERATOR'S OBLIGATIONS

- 4.1 The Customer-Generator shall:

- (i) upon receipt of written approval from GBPC to interconnect the RGS described at Items 3 and 4 of Schedule A to this Agreement and installed the "Service Address" immediately connect the RGS to GBPC's Grid, unless the Customer-Generator obtains GBPC's written approval to postpone the interconnection;
- (ii) at all times operate and maintain the RGS in accordance with all applicable regulatory standards and requirements and the instructions of the manufacturers of the equipment used to construct the various components of the RGS;
- (iii) at all times comply with GBPC standards and requirements relating to the parallel operation of the RGS which may be in effect from time to time;
- (iv) promptly notify GBPC of any malfunction or breakdown of any component of the RGS that could constitute a foreseeable safety hazard or reasonably be expected to cause disturbance or damage to the Grid;
- (v) not operate the RGS so as to generate electricity at a rate greater than 110% of the RGS's Nameplate Gross Power Rating specified at Item 3 of Schedule A to this Agreement;
- (vi) not add to or modify the RGS without the prior written consent of GBPC, the GBPA and/or any other relevant regulatory authorities or governmental agencies, with jurisdiction over the Customer-Generator and the RGS;
- (vii) not alter, modify or tamper with the RGS connection to GBPC's Grid without GBPC's prior written consent;
- (viii) not relocate or interconnect the RGS to GBPC's Grid at any location other than the Service Address without GBPC's prior written consent;
- (ix) not tamper with or alter the Metering System;
- (x) promptly comply with all requests from GBPC to interrupt the service of the RGS, reduce the output from the RGS and disconnect the RGS from GBPC's Grid;
- (xi) at all times allow GBPC reasonable access to the RGS; and
- (xii) make all payments required to be made by it to GBPC on or before the due date for the payment;

- (xiii) maintain in effect for the duration of the RER Agreement general liability insurance in the amount of not less than **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)** for RGS up to 10kW, or not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for RGS greater than 10kW.

5. GBPC'S OBLIGATIONS

- 5.1 Subject to the terms and conditions of this Agreement and to the rights of GBPC to limit the maximum installed capacity GBPC will interconnect with the RGS located at the Service Address and supply electricity to and accept delivery of electricity from the Customer-Generator at the Point of Delivery specified at Item 5 of Schedule A to this Agreement.
- 5.2 GBPC will act with reasonable promptness to perform any inspections and give any approvals that it is authorized or required to give under this Agreement.
- 5.3 Subject to GBPC's approval of the RGS and the Customer-Generator's compliance with all matters set out in the Rules and Regulations for Renewable Generation Systems GBPC shall take all necessary steps and perform all acts necessary to facilitate interconnection of the RGS with GBPC's Grid.

6. GBPC'S RIGHTS

- 6.1 GBPC shall have the right to require the Customer-Generator to interrupt (including, if so specified by GBPC, by means of physical disconnection or lockout) or reduce the output of the RGS whenever:
 - (i) GBPC in its sole judgment deems such action necessary to permit GBPC to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of the Grid; or
 - (ii) GBPC in its sole judgment determines that curtailment, interruption, or reduction of the Customer-Generator's electrical generation is otherwise necessary due to emergencies, forced outages, a Force Majeure Event, safety hazards, possible damage to or disturbance of the Grid, or compliance with prudent electrical practices.

- 6.2 Notwithstanding the provisions in Clause 6.1 of this Agreement or any other provision of this Agreement, GBPC shall have the right:
- (i) to require the Customer-Generator to immediately disconnect the RGS from GBPC's Grid; and
 - (ii) to itself immediately effect the disconnection of the RGS from GBPC's Grid if the Customer-Generator is apparently not available to make the disconnection or if the Customer-Generator is available but refuses to act and the disconnection is deemed necessary by GBPC.
- 6.3 Whenever feasible GBPC will give the Customer-Generator reasonable advance notice that interruption or reduction in output from the RGS may be required or that disconnection of the RGS from GBPC's Grid may be required provided however that the failure of GBPC to give such notice shall not invalidate any action taken by GBPC under Clauses 6.1 or 6.2 of this Agreement.
- 6.4 If GBPC in its discretion deems it necessary to require the Customer-Generator to interrupt or disconnect the RGS from GBPC's Grid or for GBPC to itself effect the interruption or disconnection of the RGS from its Grid, as provided in Clause 6.1 and 6.2 respectively of this Agreement, or such interruption occurs as a result of suspension or termination of service to the Customer-Generator in accordance with the provisions of the RER Agreement, then except to the extent caused by the misconduct or negligent actions of GBPC, its servants or agents, GBPC and its servants or agents shall not be liable to the Customer-Generator for any loss or damage whatsoever resulting from the exercise of such rights by GBPC.
- 6.5 GBPC shall have the right to enter the Customer-Generator's premises at the Service Address at all reasonable hours, without notice to the Customer-Generator, to inspect the protection devices installed at the RGS and to read, inspect and test meters, or to effect disconnection of the RGS as provided in section 6.2 of this Agreement. Nothing in this Agreement shall limit or otherwise affect any rights of entry to the Customer-Generator's premises that GBPC may have under its Standard Electricity Tariff or any other agreement with the Customer-Generator.

- 6.6 GBPC reserves the right to disconnect the electricity supply to the Service Address without notice if the Customer-Generator fails to comply with the requirements of this Agreement or for any other reason relating to safety and reliability of the Grid. In so doing, GBPC will not incur any liability whatsoever provided that GBPC use reasonable care in the exercise of its functions.
- 6.7 GBPC shall have the right to demand, promptly obtain, review and copy the RGS operations and maintenance records, logs, or any information considered necessary by GBPC including but not limited to unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay settings and any unusual events pertaining to the RGS or its interconnection with GBPC's Grid. In keeping with this stipulation, GBPC requires that the Customer-Generator retain and keep in good order adequate supporting records on the RGS.
- 6.8 All equipment owned by GBPC which is affixed to the Customer-Generator's premises for the purpose of facilitating the interconnection of the Customer-Generator's RGS with GBPC's Grid, including all equipment installed by GBPC which is required for the purpose of metering and billing, shall remain the property of GBPC.

7. METERING AND BILLING

All metering requirements and billing procedures shall be in accordance with this Agreement, the Rules and Regulations for Renewable Generation Systems and any other rate schedules under which the Customer-Generator is receiving electric service.

- 7.1 The billing configuration within the RER Program shall be as follows:

Buy all/sell all: the Customer-Generator is billed by GBPC (at the normal electricity rate) for **all** the energy consumed, regardless of whether it is derived from solar PV, wind, and/or the utility, under the RER. The Customer-Generator will receive a credit on the bill for **all** the electricity generated from the RGS at the RER credit rate.

8. SALE AND PURCHASE OF ENERGY

8.1 Sale to GBPC

Commencing on the Operations Date, specified at Item 6 of Schedule A to this

Agreement, the Customer-Generator may sell to GBPC, electricity delivered to GBPC's Grid and produced by the RGS at the rate specified in the Renewable Energy Rider.

8.2 Sale to Customer-Generator

GBPC shall make available and sell electricity to the Customer-Generator at the applicable prevailing tariff for electricity sold to customers.

8.3 Energy Credit to Customer-Generators

The amount credited by GBPC to the Customer-Generator's account for the purchase of energy from the RGS shall be calculated in accordance with the terms and conditions of the Renewable Energy Rider. Payments due to the Customer-Generator shall be made in accordance with Clause 9.1 of this Agreement.

9. BILLING AND PAYMENT

9.1 Net billing

9.1.1 At the end of each billing period, if the Customer-Generator's account for the RGS is in debit after the Energy Credits have been applied, the balance due will be billed and become payable. If the same Customer-Generator's account is in credit, the credit will be carried forward (rolled over) to the next billing period.

9.1.2 If at the end of each quarter, an Energy Credit of \$300.00 or greater exists on the Customer-Generator's account, the Customer-Generator will receive a refund of the Energy Credit by cheque unless otherwise requested by the Customer-Generator and agreed by GBPC.

9.2 Calculation of Payments.

GBPC's bill to the Customer-Generator ("RGS Bill") shall include calculations in reasonable detail of the amounts owed to GBPC with specific reference to the applicable tariffs and riders.

9.3 Bill Query

9.3.1 The Customer-Generator shall notify GBPC of the nature and basis of any query or dispute that it has with a RGS Bill within three (3) months of its

receipt of the bill.

9.3.2 No query or dispute that the Customer-Generator has in connection with a RGS Bill shall authorize the Customer-Generator to refuse making payments due to GBPC.

9.3.3 GBPC shall investigate all queries or disputed amounts reported to it by the Customer-Generator and shall provide the Customer-Generator with a statement of its findings on the matters forming the basis of the dispute.

9.3.4 The failure of the Customer-Generator to pay any portion of the RGS Bill which may be disputed shall constitute a breach of this Agreement.

10. INTERCONNECTION

The Customer-Generator shall design, construct, install, commission, own, operate and maintain the RGS and all auxiliary and interconnecting equipment on the Customer-Generator's side of the Point of Delivery, in accordance with the terms of this Agreement and the Rules and Regulations for Renewable Generation Systems.

11. METERING

11.1 Ownership of Metering System

11.1.1 GBPC shall own, operate and maintain the revenue and production Metering System used to acquire the measurements from which bills to the Customer-Generator are calculated pursuant to this Agreement. GBPC shall also own, operate and maintain production metering for statistical and analytical purposes.

11.1.2 The Customer-Generator shall, where required by GBPC, design, finance, construct, install, own, operate and maintain metering devices for non-revenue purposes which shall measure and record the total energy produced by the RGS on at least an hourly basis.

11.2 Location of Meters

All meters shall be installed in a location which is readily accessible at all times to GBPC's personnel.

11.3 **Meter Reading**

GBPC shall read revenue meters monthly for energy from the RGS supplied to the Grid by the Customer-Generator and for energy delivered from the Grid to the Customer-Generator. GBPC shall also read production meters for energy produced by the RGS both in configurations where GBPC purchases all of the energy produced by the RGS and otherwise for statistical and analytical purposes.

12. **COVENANTS**

12.1 **Customer-Generator's Covenants**

12.1.1 The Customer-Generator covenants that:

- (i) it will comply with the terms, conditions and obligations under this Agreement, the Rules and Regulations for Renewable Generation Systems and the Renewable Energy Rider, as provided for in this Agreement;
- (ii) it is the owner of the RGS and has full legal capacity to enter into this Agreement and to operate the RGS;
- (iii) the RGS shall not be used to supply electric energy to a third party;
- (iv) it shall not tamper with or alter the Metering System; and
- (iv) it shall make all payments required to be made by it to GBPC on or before the due date for the payment.
- (vi) it shall retain and keep in good order adequate supporting records on the RGS

12.2 **GBPC's Covenants**

GBPC covenants that it shall credit payments to the Customer-Generator's account as required under this Agreement and pursuant to the terms of the Renewable Energy Rider.

13. **DEFAULTS**

13.1 **Customer-Generator Defaults**

GBPC may give a notice of default under this Agreement (a "GBPC Notice of Default") upon the occurrence of any of the following events ("Events of Default"),

unless caused by a breach by GBPC of this Agreement:

- (i) Abandonment of the operation of the RGS by the Customer-Generator after the commencement of operation, without the prior written consent of GBPC;
- (ii) Failure by the Customer-Generator to make any payment required to be made by it on the due date for the payment in accordance with the terms of this Agreement.
- (iii) Failure to operate the RGS in the prescribed manner
- (iv) Any material breach of any representation, warranty or covenant in this Agreement

13.2 GBPC Defaults

Customer-Generator may give a notice of default under this Agreement (a "Customer-Generator Notice of Default") upon the occurrence of any of the following events ("Events of Default"), unless caused by a breach by the Customer-Generator of this Agreement:

- (i) Any material breach by GBPC of any representation, warranty or covenant in this Agreement; and
- (ii) On cessation of operations of GBPC.

14. WAIVER OF DEFAULT

14.1 Effect of waiver

No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Agreement shall:

- (i) operate or be construed as a waiver of any other or subsequent default whether similar or not; or
- (ii) be effective unless in writing and duly executed by an authorized representative of the non-defaulting Party.

14.2 Indulgences

Neither the failure by the GBPC to insist on any occasion upon the performance of the terms, conditions or provisions of this Agreement nor the granting of time or other indulgence by GBPC to the Customer-Generator shall thereby act as a waiver of any breach or the acceptance of any variation of this Agreement.

15. REPRESENTATIONS AND WARRANTIES

15.1 The Customer-Generator represents and warrants that:

- (i) it has complied and will continue to comply with the terms, conditions and obligations under this Agreement;
- (ii) it has obtained and will maintain all required insurance policies and those policies have been duly endorsed in accordance with the requirements of this Agreement;
- (iii) it has obtained all required permits, licenses and approvals required by the GBPA and/or any other relevant regulatory authorities or governmental agencies, with jurisdiction over the Customer- Generator and the RGS to allow it to enter into this Agreement;
- (iv) the RGS meets and will continue to meet all applicable safety and performance standards that now exists and that GBPC may from time to time prescribe;
- (v) it is the owner of the premises located at the Service Address;
and
- (v) it is the owner of the RGS and it is duly authorized to enter into this Agreement and to operate the RGS.

16. INDEMNITY

16.1 The Customer-Generator shall indemnify and hold harmless the GBPC, its affiliates, directors, officers, agents and employees from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings or investigations which GBPC may incur or which may be made against it in connection with the interconnection of the renewable energy generating systems with GBPC's grid or by any breach of any of the warranties of this Agreement by the Customer-Generator or in respect of the GBPC exercising its rights, discretions, authorities and obligations under this Agreement.

16.2 The Customer-Generator is required to submit a copy of a valid certificate of insurance for the RGS. The failure of the Customer-Generator to renew the insurance coverage will render the Rider Agreement null and void. GBPC does not accept responsibility for the failure of the Customer-Generator to renew its insurance policy. In no event shall the maximum liability hereunder exceed the value of the insurance policy purchased by the Customer-Generator or \$25,000 for systems up to 10 kW or \$100,000 for systems larger than 10 kW, whichever is greater.

17. TERMINATION

17.1 This Agreement will terminate automatically at the end of the term, specified at Item 7 of Schedule A to this Agreement, unless

- (i) otherwise terminated in accordance with the provisions of Clauses 17.2 or 17.3 of this Agreement; or
- (ii) otherwise extended by GBPC pursuant to Clause 19 of this Agreement.

17.2 Termination by the Customer-Generator

The Customer-Generator may terminate this Agreement by giving GBPC thirty (30) days prior written notice of its intention to terminate this Agreement;

17.3 Termination by GBPC

GBPC shall have the right to terminate this Agreement:

- (i) where the Customer-Generator is in default of any of its obligations under this Agreement and the default is not remedied within thirty (30) days after written notice of the default has been given by GBPC to the Customer-Generator. GBPC shall exercise its right to terminate this Agreement for such default by giving ten (10) days written notice of termination to the Customer-Generator. GBPC's right to terminate this Agreement shall not be affected by any rights of suspension, interruption or disconnection that GBPC may otherwise have under this Agreement;
- (ii) immediately with the termination of the supply of electric service to the Customer-Generator under any of the rate schedules identified under the first paragraph of the "Renewable Energy Rider" in Schedule B;

18. RESOLUTION OF DISPUTES

18.1 Mutual Discussions

Subject to paragraph 9.3 of this Agreement, if any dispute or difference of any kind whatsoever arises between the Parties in connection with this Agreement the Parties shall within thirty (30) days after the date that the dispute arose attempt to settle such dispute in the first instance by mutual discussions between the Parties.

18.2 Dispute Resolution

In the event that a dispute between the Parties is not settled within thirty (30)

days as provided for in Clause 18.1 of this Agreement the Parties shall attempt to settle the dispute by alternative means of dispute resolution. Notwithstanding any provision in this Agreement, the Parties acknowledge that neither Party is restricted from seeking relief from the courts of The Commonwealth of The Bahamas.

19. EXTENSION OF TERM

19.1 The Customer-Generator may apply to GBPC in writing for an extension of the term at least three (3) months before the Ending Date.

19.2 GBPC may in its sole discretion extend the term of this Agreement under the same terms and conditions outlined in this Agreement or as modified by GBPC and for such period as GBPC deems fit.

20. MISCELLANEOUS PROVISIONS

20.1 No Third Party Beneficiaries.

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or any right of suit or action in, any person who is not a Party to this Agreement.

20.2 Variations in Writing

Save and except for an extension of the term provided for under Clause 19 of this Agreement, any additions, amendments or variations to this Agreement shall be binding only if they are in writing and signed by a duly authorized representative of the Parties.

20.3 Prohibition against Assignment

The Customer-Generator shall not assign this Agreement or any of its rights or duties hereunder without the prior written consent of GBPC. Any such assignment or delegation made without GBPC's written consent shall be null and void.

20.4 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of The Bahamas.

20.6 Entire Agreement

This Agreement and the accompanying Schedules together with the other documents to be delivered under this Agreement represent the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements, understandings, negotiations and discussions, whether oral or written, between the Parties in connection with the sale and purchase of electrical energy generated by the RGS and the interconnection of the Customer-Generator's RGS with GBPC's Grid

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF the undersigned have executed this Agreement on the year and date hereinbefore mentioned.

GRAND BAHAMA POWER COMPANY LIMITED

By its duly authorized representative:

Name: Title:

CUSTOMER-GENERATOR

Name: Title:

In the presence of:

Witness: Name:.....

SCHEDULES A & B

**SCHEDULE A
PARTICULARS FOR THE AGREEMENT**

1. **CUSTOMER-GENERATOR:** _____
ADDRESS OF CUSTOMER GENERATOR: _____

2. **LOCATION OF THE RGS:** _____
3. **NAMEPLATE GROSS POWER RATING (kW):** _____
4. **RGS TECHNOLOGY:** _____
5. **POINT OF DELIVERY:** _____
6. **OPERATIONS DATE:** _____
7. **TERM:** _____

SCHEDULE B
RENEWABLE ENERGY RIDER (RER)

This Rider is available to customers who qualify for the Residential Service (RS) and Commercial Service (CS). All of the provisions of the applicable RS and CS, tariffs will apply except as amended by this Rider. This Rider is specific to customers with RGS (hereinafter collectively referred to as “Customer-Generators” and each as a “Customer-Generator”) utilizing a wind turbine, solar photovoltaic or hybrid (wind/solar) power source located on the customer’s premises.

The Customer-Generator shall have a capacity limit of 1.5 times the customer’s current average usage up to a maximum capacity of 150 kW. The average usage is calculated based on the most recent twelve months that the customer relied on the grid or the most recent months where the customer does not have a twelve months history.

The Company has the right to set a maximum combined installed capacity and reserves the right to limit the number of services per individual or entity.

This Rider is applicable only to the energy produced by the Customer-Generator to the Company’s electric grid. All other services supplied to the customer will be billed in accordance with the rates and charges under the customer’s applicable standard tariff. This Rider is conditional on the continuance of service to the customer under one of the applicable standard tariffs.

Customers seeking to interconnect the RGS must:-

- (i) submit the “**Application For Grid Interconnection for Renewable Energy Rider**” form (the “Application”) together with all support documents specified therein
- (ii) pay a non-refundable application fee of \$100.00 (Vat inclusive).
- (iii) pay such additional sums as Customer-Generators may be required to pay to GBPC for services related to the installation of the RGS. Additional sums so payable will be cost- based.

CONDITIONS OF SERVICE

The service under this Rider will be provided to the entire premises through a single point of delivery at a single voltage in accordance with the terms of the Standard Tariff applicable to the customer. The Customer-Generator must be:

- (1) capable of providing single or three phase voltage at 60 Hz, with its rated output not exceeding 50% of the Ampere rating of the main breaker of the installation, and
- (2) manufactured, installed and operated to meet the GBPC's standards for interconnection as set out in the GBPC's "Renewable Energy Rider Agreement" and the Rules and Regulations for Renewable Generation Systems and all applicable GBPA, governmental and industry safety and performance standards.

The Company reserves the right to disconnect the electricity supply to the entire premises to which the Customer-Generator is connected, without notice and without incurring any liability, for failure to comply with the requirements of the interconnection agreement or for other reasons relating to safety and reliability.

MONTHLY RENEWABLE ENERGY RIDER CREDIT ("RER CREDIT")

All kWh supplied to the grid @ **1.1 times** the **Fuel Charge** up to a maximum 1.5 times the customer's average usage.

The Fuel Charge is calculated according to the method approved by GBPA and may vary from month to month.

Throughout the term of this Agreement the value of the RER Credit shall be subject to periodic reviews and adjustments of the same shall be subject to the approval of the GBPA

RULES & REGULATIONS

This Rider is subject to the General Rules and Regulations for Electric Service of GBPC and to the Rules and Regulations for Renewable Generation Systems (collectively called the "Rules and Regulations"). In case of a difference of interpretation between any provision of this Rider and the Rules and Regulations the Rules and Regulations shall apply.