

THE ELECTRIC LIGHTING ACT

ENERGY WORLD INTERNATIONAL LIMITED

Supply of Electricity Licence, 2014

1. SHORT TITLE

This licence may be cited as "The Amended and Restated Energy World International Limited ("EWI") Supply of Electricity Licence, 2014" (hereinafter referred to as "**the Licence**") and replaces and supersedes, in all respects, the Energy World International Limited Supply of Electricity Licence, 2014 (hereinafter referred to as the "**Superseded Licence**").

2. INTERPRETATION

2.1 In this Licence –

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

"Control" 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 licensed facilities or services, including inter alia, the construction, development and maintenance of the licensed facilities and provision of the licensed services.

"ELA" means the Electric Lighting Act.

"Facility" means the power generation facility consisting of all three (3) blocks (net output of 127MW each) together with the buildings and auxiliary equipment (including fuel infrastructure and storage facilities) required to provide the 381 MW of electricity to the National Grid (Jamaica).

“Government” means the Government of Jamaica.

“Governmental Authority” means any ministry, 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, Proclamations, Regulations and Rules made thereunder and shall include inter alia, Government guidelines, policies and ministerial directives.

“Licensed Business” means the generation and supply of electricity as carried out under this Licence, the Power Purchase Agreement and any other licence required by Jamaican law.

“Licensee” is for the purposes of this Licence EWI, a limited liability company, with registered offices located at 3438, 34th Floor, Sun Hung Kai Center, 30 Harbour Road, Hong Kong.

“Minister” means the Minister with the portfolio responsibility for electricity in Jamaica.

“National Grid (Jamaica)” means the public electricity supply 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 dated December 2, 2013 for the purchase of power concluded between the Licensee named in this Licence and the licensee named under the Amended and Restated All-Island Electric Licence, 2011 or any successor or assignee operating the National Grid (Jamaica).

“Prescribed Utility Service” means the supply of electricity.

"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; or
- (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.

"Tribunal" means any tribunal established by the Minister or pursuant to any relevant legislation or instrument to hear disputes 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 applicable legislation, statutory modification, consolidation or re-enactment thereto and all regulations or rules made pursuant thereto (the **"Acts"**). Unless the context otherwise requires, expressions in this Licence shall bear the same meanings ascribed to those expressions under the Acts and the Power Purchase Agreement.

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 the Licensee this Licence authorising said Licensee to develop, operate and maintain the Facility, which will be a combined cycle, gas fired generation power plant using natural gas as the fuel, in order to generate, sell and supply 381 MW net capacity of electricity therefrom to the National Grid (Jamaica), subject however to the provisions of any schedules attached hereto as well as the relevant Acts.
- 3.2 The Minister may declare that this Licence shall be null, void and of no legal effect in the event that the Licensee fails to commission the Facility in accordance with the timeframes and the terms contained in the Power Purchase Agreement and this Licence or such timeframes and terms as may be agreed (and incorporated into an amended Power Purchase Agreement).

4. DURATION

Subject to the provisions herein contained the term of this Licence shall begin to run from the date that it is executed by the Minister (hereinafter called "**the date of the Licence**"), notwithstanding that the Licensee's power to generate, sell and supply bulk electricity from the licensed Facility to the National Grid (Jamaica) shall be for the term of twenty (20) years from the Commercial Operations Date and shall terminate on the twentieth (20th) anniversary of the relevant Commercial Operations Date, provided however that the Licensee shall have the right to sell such power to the National Grid (Jamaica) arising:

- (a) as a result of the testing of the facilities prior to the Commercial Operations Date or;
- (b) as may be reasonably required by the National Grid (Jamaica) prior to the Commercial Operations Date.

The Licensee may apply in writing to the Minister and copied to the Office for a renewal of this Licence, no later than five (5) years prior to the date of its expiration. The Minister may, after consultation with the Office, grant an extension of this Licence.

5. ASSIGNMENT / TRANSFER OF LICENCE

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.

5.1 The Licensee may, contingent on the prior approval of the Minister, assign its Licence or any rights thereunder or transfer control of its operations.

5.2 An application for approval of an assignment or transfer under this paragraph shall be made in writing to the Minister who shall grant such approval if he is satisfied, upon the recommendation of the Office, that the assignee satisfies the requisite requirements as regards the obligations imposed on the Licensee by this License or relevant legislation and regulations and is in all material respects a fit and proper person to hold such Licence.

5.3 Paragraph 5.1 shall not apply to a Pro Forma Transaction and the following provisions shall apply in relation thereto –

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

(i) submit to the Office, proof of the completion of the Pro Forma Transaction either in the form of an application that is appropriate for the class of licence to which it relates or such other written correspondence as the Office may authorize, containing all of the information included in the application; and

(ii) certify that the transaction is a Pro Forma Transaction;

5.4 Such Pro Forma Transaction shall not be recognized and shall be deemed null and void by the Office for the purposes of the obligations under this Licence if the provisions of paragraph 5.3 are not strictly adhered to in relation to such 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 included in the Power Purchase Agreement.

7. REGULATION

7.1 The Licensee in carrying out the Licensed Business shall be subject to regulation by the Office pursuant to the OUR Act as well as the provisions of the ELA and any statutory modification, consolidation or re-enactment thereto and any other applicable legislation and all regulations and rules made pursuant thereto.

7.2 The Licensee shall comply with any order and/or directive made by the Office under the OUR Act with all reasonable promptitude, or within any timeline set out in any such order or directive.

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

8. REGULATORY FEES

8.1 The Licensee shall pay to the Office an annual regulatory fee, the first of which shall become due and payable upon the issuance of this Licence and thereafter, each subsequent fee shall become due and payable upon the anniversary date of the issuance of this Licence. This fee shall be 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 and shall be calculated as follows

$$\text{Licence Fee (LF)} = \text{BUSP} \times \text{1PPR}$$

Where BUSP = The portion of revenue attributable to the power purchaser in the audited financial statements for the financial year ending in the calendar year preceding the due date of the first payment.

1PPR = One Ten Thousandth (0.0001)

- 8.2 In the event that the Licensee will not be in operation for a full year following the issuance of the License, the regulatory fee applicable for such period shall be a minimum fee to be determined by the Office in United States Dollars (USD\$).

9. AUDITED ACCOUNTS

- 9.1 The accounts of the Licensee shall be audited 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.
- 9.2 The Licensee shall send to the Office within three (3) 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 shall send to the Office such operating and other statistics as the Office may reasonably require.
- 9.3 **Licensee Information Reporting**

The Licensee shall procure and furnish to the Office and copy to the Minister, 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 License.

10. APPEALS

10A. Appeals Tribunal

10A.1 Subject to the provisions of any subsequent legislation, the Minister may as required empanel the Tribunal to hear appeals by aggrieved parties and such Tribunal shall consist of three 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.

10A.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.

10A.3 The decisions of the Tribunal shall be by a majority of votes of the members.

10A.4 The Tribunal shall regulate its own proceedings.

10A.5 Subject to any relevant legislation or instrument, the members of the Tribunal shall hold office for a period of two years unless sooner terminated by the Minister.

10B. Appeal of Office Decisions

10B.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.

10B.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.

10B.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.

10B.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.

10B.5 Where the Tribunal dismisses an appeal, it shall inform the Licensee and the Office in writing stating the reasons for its decision.

10B.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.

11. DISCHARGE OF OBLIGATIONS AND POWER OF LICENSEE

- 11.1 The Licensee shall discharge its obligations and perform the duties imposed or authorized under this Licence, the Power Purchase Agreement, the ELA and any other applicable legislation, directives, orders, requests for information and memoranda issued by the Office in accordance with the OUR Act or any other applicable legislation or standards and shall enjoy the rights and exercise all powers conferred by such legislation on undertakers authorized to supply electricity in accordance with condition 3.1 of this Licence.
- 11.2 The Licensee shall bear the incremental costs of installing or upgrading the transmission system to safely deliver the power generated consequential to a change of siting of the Facility, such that the effective performance of the power system with the Facility at the new location would be the same as if the Facility was located at the original site.
- 11.3 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. In addition the Licensee shall have the right to trim trees or shrubbery which may overhang any public way and may interfere with electric lines or cables constructed by the Licensee.
- 11.4 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, the Licensee shall promptly 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.

12. 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, flood, lightning, drought, tsunami, torrential rain, storm, cyclone, typhoon, or tornado, pestilence or other natural catastrophes, epidemics or plague, or any strikes, work to rule, go-slows or other labour disturbances that directly affect the assets of the Licensee,
 - (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-slows or other labour disturbances that extend beyond the assets of the Licensee, are widespread or nationwide 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 assets,
- (e) acts of war (whether or not declared), invasion, blockade or embargo,
- (f) acts of threats of terrorism or threat from terrorists, widespread riot, widespread 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-slows or other labour disturbances that occur outside of Jamaica.

13. STEP-IN RIGHTS

13.1 After the Commercial Operations Date, if the Licensee shall have ceased to operate all, or any substantial part of the system or equipment necessary for the performance of functions under its 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 and may assume operational control of that system or equipment, provided that:

13.1.1 The Minister shall give prompt notice to the Licensee determining that the Initial Period has concluded, such notice to be given by means reasonably calculated to ensure prompt actual notice to the Licensee.

13.1.2 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 subparagraph (1) resulted from:

- (i) 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
- (ii) a forced outage as defined under the Power Purchase Agreement; or
- (iii) a scheduled or maintenance outage as defined under the Power Purchase Agreement; or
- (iv) 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 the Licensee's Licence; or
- (v) 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.

13.2 If the Minister or his designee assumes operational control of all or part of the system or equipment upon the event of a Step-in Event in terms of paragraph 13.1, the Minister or his designee shall operate the system or equipment 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.

13.3 Upon the occurrence of a Step-in Event the Minister or his designee shall be entitled to operate all or part of the system generating facility and/or equipment until such time as the Licensee has demonstrated to the reasonable satisfaction of the Minister that it can resume normal operation of the system or equipment in accordance with the terms and conditions of this Licence and the Act and that Step-in Event will be overcome or remedied.

13.4 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 system and any generating facility in accordance with the terms and conditions of this Licence and to overcome or remedy the Step-in Event.

13.5 Where the Licensee is unable to demonstrate its ability to resume normal operation of the system or equipment to the reasonable satisfaction of the Minister within one-hundred and eighty (180) days or such longer period as may be agreed, in writing, by the Parties to this License 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 Licensed Business Facilities for an amount equal to seventy-five percent (75%) of the "purchase price" which shall be formulated in accordance with paragraph 13.6 below. 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 Facilities for an amount equal to seventy five percent (75%) of the "purchase price" which shall be formulated in accordance with paragraph 13.6 below. If the Minister elects to exercise his right to acquire all such rights, title and interest, payments in accordance with this paragraph 13.5 shall be made to the Licensee not later than one (1) year after the notice to exercise such right.

13.6 The "purchase price" referred to in paragraph 13.5 above shall be calculated at the present value of the Licensed Business, 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 of the Licensed Business and Facility as reflected in the audited financial statements from the last financial period prior to the invoking of the "step-in rights" 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 a "purchase price" shall be the United States Department of the Treasury one (1) year Treasury Bill rates for the relevant financial period.

- 13.7 The Minister shall only indemnify and hold the Licensee harmless from any loss or damage to the system and/or generation 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 system and/or generating facility during the take-over period and then only to the extent that such loss, damage or injury is not covered by insurance.
- 13.8 The Minister may designate any other qualified person as his designee for the purpose of exercising any of the powers conferred in this paragraph.
- 13.9 Where a licensee who is a purchaser of a generator's electrical output under a power purchase agreement decides to exercise any step-in rights under terms of such agreement he shall notify the Minister prior to exercising such rights.
- 13.10 A licensee who exercises step-in rights in terms of paragraph 13.9 shall be deemed to be a designee of the Minister in terms of this Section and shall be bound by the provisions of this Section.
- 13.11 All step-in rights pursuant to this clause shall be subordinated to any step-in rights of the licensees' financiers.

14. AMENDMENT TO LICENCE

This License may be modified at any time during the term of its continuance by agreement between the Licensee and the Minister.

15. REVOCATION

15.1 The Minister may, after consultation with the Office, at any time revoke this Licence by not less than thirty (30) days' notice in writing (the "**Notice of Revocation**") to the Licensee:

- (a) if it shall have been determined that the Licensee has failed to comply with any Acts, term of this Licence or the Power Purchase Agreement or to carry out in good faith and with reasonable diligence the activities referred to in this Licence or the Power Purchase Agreement, 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 has gone into compulsory or voluntary liquidation 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;
- (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 obligations under this Licence; or
- (e) On termination or expiration of the Power Purchase Agreement for whatever reason.

15.2 Prior to the consultation with the Office for the revocation of this Licence pursuant to paragraph 15.1, the Licensee shall within a thirty (30) day notification period be given an opportunity to be heard by the Minister, including making written submissions to the Minister as to why this License should not be revoked.

16. 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 Her Majesty's Courts to redress any wrongs it may suffer or to enforce any rights to which it may be entitled under the Licence or otherwise.

17. ARBITRATION

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

18. NOTICES

18.1 Any notice, document or other instrument required or permitted to be given or delivered to any person under any provisions of this Licence 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 its usual or last known address and if so given 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.

If notice is given or any document delivered other than by registered mail, as provided in the preceding sentence, 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.

To the Minister:

Ministry with responsibility for Energy
PCJ Building
36 Trafalgar Road
Kingston 10

Attention: The Honourable Minister

To the Licensee:

3438
34th Floor
Sun Hung Kai Centre
30 Harbour Road
Hong Kong

Attention: Mr. Stewart Elliot

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

19. GOVERNING LAW

This Licence shall be governed and construed in accordance with the laws of Jamaica.

20. WAIVER

No failure or delay by any of the Parties to exercise any right, power or remedy shall 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.

21. **SEVERABILITY**

If any term or provision of this Licence, in whole or in part, is determined 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.

Dated this 14th day of April, 2014.



Phillip Paulwell

Minister of Science, Technology, Energy & Mining

SCHEDULE 1

The Licensee shall submit to the Office the undermentioned documents on or before the date specified in respect of each:

- a. An Implementation Plan and schedules thereto including but not limited to proposed contractual arrangements with the original equipment manufacturers (OEM), EPC contractors, project management company and all the critical activities and milestones relating to the financing, design, construction (Construction Schedule) and operation of the Facility in accordance with the Power Purchase Agreement within ninety (90) days, or whatever later date as may be agreed, of the date of this Licence;
- b. As soon as available, the Licensee shall provide the Office with copies of all permits, licenses, approvals and other governmental authorizations that have been issued to the Licensee for the design, financing, construction, ownership, operation and maintenance of the Facility in accordance with the Power Purchase Agreement;
- c. Beginning thirty (30) days after the date of the Licence and ending on the Commercial Operations Date of the Facility, monthly progress reports including whether the timelines as specified in the Licence and/or the Power Purchase Agreement will be met and any change in status of all major contracts that comprise the project;
- d. A copy of the Licensee's proposed plan for the operations and maintenance of the Facility (the "O&M Plan") and any O&M Contract entered into by the Licensee, in accordance with the time specified in the Power Purchase Agreement;
- e. A start-up and test schedule for such Commissioning, including, without limitation, appropriate milestone dates for such start-up and testing in accordance with the time specified in the Power Purchase Agreement;
- f. Copies of all insurance policies and certificates of insurance required to be

obtained together with all amendments in accordance with the time specified in the Power Purchase Agreement;

- g. The final design drawings for the construction of the Facility in accordance with the time specified in the Power Purchase Agreement;
- h. Certificate(s) signed by the Licensee's licensed professional engineers of the 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 in accordance with the time specified in the Power Purchase Agreement;
- i. A Fuel Supply Plan and Fuel Supply Agreement in accordance with the Power Purchase Agreement; and
- j. All relevant documentation relating to the transportation of Fuel to the Site pursuant to the Fuel Supply Plan including copies of all Fuel Transportation Agreements in accordance with the time specified in the Power Purchase Agreement.