

THE ELECTRIC LIGHTING ACT

THE JAMAICA ENERGY PARTNERS STARTING-UP AND TESTING LICENCE, 1995

1. SHORT TITLE

This Licence may be cited as "The Jamaica Energy Partners Starting Up and Testing Licence, 1995".

2. INTERPRETATION

This Licence shall be read and construed subject in all respects to the provisions of the Electric Lighting Act ("The Act").

3. THE LICENSEE

The Licensee is for the purpose of this Licence - Jamaica Energy Partners, a Limited Partnership registered under the Partnerships (Limited) Act of Jamaica and is the owner of a base-load/cycling power generation facility ("the Complex") located at Old Harbour in the Parish of Saint Catherine.

4. GRANT OF LICENCE

The Licensee is hereby granted the Licence, right and privilege (hereinafter called "this Licence") to start up and test for commissioning of the Complex in accordance with

Schedule 4 of the Power Purchase Agreement dated the 21st day of October, 1994, between the Licensee and Jamaica Public Service Company Limited (PPA).

5. DURATION

The term of this Licence shall be a period of thirty (30) days or until the Complex has been commissioned as defined by Schedule 5 of the PPA.

6. RATES/PRICES

The Licensee shall in accordance with Clause 4.4.2 of the PPA be entitled to payment for energy produced which has been accepted by the Jamaica Public Service Company Limited, the rates to be determined in accordance with Clause 9.2.1 of the PPA.

7. ASSIGNMENT OF LICENCE

Subject to the provisions of the Power Purchase Agreement, the Licensee shall have the right at any time during the term of this Licence or any extension thereof to assign, or transfer this Licence to any company, firm, corporation, or individual acquiring substantially all of its assets.

8. 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 this Licence or otherwise.

9. 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 difference shall be referred to arbitration in accordance with the applicable arbitration provisions of the Power Purchase Agreement and the decision thereon shall be final and conclusive.

DATED the 15th day of SEPTEMBER, 1995

Robert D. Pickensgill
Minister of Public Utilities and Transport