APPENDIX 18

GENERATOR GRID CONNECTION AND USE-OF-SYSTEM AGREEMENT

between

STELLENBOSCH LOCAL MUNICIPALITY

(as "**Municipality**")

and

_____

(as "**Customer**")

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SECTION A: GENERAL

1. PARTIES

The Parties to this Generator Grid Connection and Use-of-System Agreement

("**the Agreement**") are:

STELLENBOSCH LOCAL MUNICIPALITY

(the '**MUNICIPALITY**') herein represented by

Municipal responsible person
Position
Address
Phone
Email

and

[INSERT DETAILS OF IPP CUSTOMER/GENERATOR]

(registration number ******)

(the '**CUSTOMER**') herein represented by

****

in [his/her] capacity as ******* (duly authorised).

2. INTRODUCTION

2.1. It is recorded that the CUSTOMER has:

2.1.1. applied for the Connection of the Facility situated on Erf [INSERT PROPERTY DESCRIPTION] (hereinafter referred to as the '**Property**'), as more fully described in Annexure C (Generator Connection Particulars); and

2.1.2. reached agreement with the MUNICIPALITY on the Municipality Connection Works, and on the CUSTOMER's and MUNICIPALITY's respective rights and obligations in regard thereto, as set out in Annexure A ([Self-build Agreement]).

2.2. This Agreement only sets out the terms and conditions upon which the Parties have agreed to:

2.2.1. physically connect the Facility to the Distribution System at the [MUNICIPALITY's / CUSTOMER's] substation [INSERT NAME OF SUBSTATION] located at [INSERT PLACE] (the 'Point[s] of Connection') on the Property; and

2.2.2. allow the CUSTOMER access to and the usage of the Distribution System to export electrical energy from the Facility.

2.3. For the purposes of clarity, it is recorded that this Agreement is not intended to regulate or govern any aspect of the initial physical construction of the Municipality Connection Works, except insofar as clause 6 hereof applies thereto.

3. DEFINITIONS AND INTERPRETATION

3.1. Definitions

In this Agreement, except where the context requires otherwise, the words and expressions shall have the meaning ascribed to them below and cognate expressions shall have corresponding meanings and any words or expressions for which no meanings have been ascribed below shall have the meanings ascribed to them in the Act or, failing the Act, the meanings ascribed to them in the Code(s), as defined.

3.1.1. '**Act**' means the Electricity Regulation Act of 2006, including any regulations issued pursuant thereto, as amended or re-enacted from time to time.

3.1.2. **'Affected Party**' means a party to this Agreement which is rendered unable to perform its contractual obligations due to the occurrence of a Force Majeure event.

3.1.3. **'Agreement'** has the meaning given thereto in clause 1 and shall include the following Annexures:

3.1.3.1. Annexure A (Self-build Agreement)

3.1.3.2. Annexure B (Generator System Operations Manual)

3.1.3.3. Annexure C (Generator Connection Particulars)

3.1.3.4. Annexure D (Generator Municipality Connection)

3.1.3.5. Annexure E (Standard for the Interconnection of Embedded Generation)

3.1.3.6. Annexure F (Generation Quality of Supply Specification).

3.1.4. '**Approval**' means any permission, permit, approval, consent, licence, authorisation, registration, grant, acknowledgement or agreement to be obtained from any Government or Governmental Authority by either Party under any Law or the Code(s), and each Party's Approval or Parties' Approvals shall be construed accordingly.

3.1.5. '**Business Day**' means any day other than Saturday, Sunday or an official public holiday in South Africa.

3.1.6. '**Change(s) in Law**' means any of the following events occurring after the Effective Date as a result of any action by any Governmental Authority:

3.1.6.1. a change in, amendment, reinterpretation or other modification or repeal of an existing Law;

3.1.6.2. an enactment or making of any new Law; or

3.1.6.3. a change in the manner in which a Law is applied or in the application or interpretation thereof,

provided that a Change in Law shall not include the coming into effect of (i) any Law that was enacted or made but not yet in force as at the Effective Date if and to the extent that such law is materially unchanged when enacted and brought in effect, or (ii) any bill that was promulgated for comment at any time before the Effective Date if and to the extent that such bill is materially unchanged when enacted and brought into effect.

3.1.7. '**Code(s)**' means the Distribution Code, the Renewable Energy Code, and any other applicable code pertaining to the electricity sector, published by NERSA, as applicable and as amended, modified, extended, replaced or re-enacted from time to time by NERSA.

3.1.8. '**Commercial Operation**' means a commercial arrangement for the supply of energy by the CUSTOMER to the MUNICIPALITY from a Facility connected to the Distribution System, which commercial arrangement will be regulated by a power purchase agreement concluded between the CUSTOMER and the MUNICIPALITY.

3.1.9. '**Commercial Operation Date**' or '**COD**' means the first date on which the CUSTOMER supplies energy to the MUNICIPALITY in accordance with the terms of the Commercial Operation.

3.1.10. '**Commissioning**' means, in relation to the Facility, the Facility Connection Equipment and the Municipality Connection Equipment, the process of testing plant and equipment to demonstrate whether such plant and equipment meet the applicable requirements and specifications of the Code(s) and Annexures prior to the Commercial Operation Date, and in relation to the Facility and the Facility Connection Equipment only, it is also the process of testing plant and equipment to demonstrate whether such plant and equipment meet the applicable requirements set out in this Agreement, including the correction of defects identified during such testing.

3.1.11. '**Completion Date**' means the date on which the MUNICIPALITY delivers a written notice to the CUSTOMER certifying that the Municipality Connection Works have been completed and are ready to be commissioned.

3.1.12. '**Connection**' means a connection made to or to be made between the Facility and the Distribution System, that meets the specifications in terms of NRS 048 and the Distribution Code for a technically acceptable solution.

3.1.13. **'Connection Cost**' means the cost of connecting the Facility to the Distribution System.

3.1.14. '**Connection Site**' means the site made or to be made available by the CUSTOMER to the MUNICIPALITY for the Municipality Connection Works and otherwise as provided in clause 6, as demarcated in Annexure C (Embedded Generator Connection Particulars).

3.1.15. '**Contractor**' means any suppliers or contractors engaged by the MUNICIPALITY or the CUSTOMER (as the case may be) to undertake the whole or any part of the MUNICIPALITY's or the CUSTOMER's respective obligations under this Agreement, including any sub-contractors appointed by any person who falls within this definition.

3.1.16. '**CUSTOMER'** means the legal entity named in clause 1 of this Agreement, that concludes this Agreement with the MUNICIPALITY to regulate the connection and operation of the

CUSTOMER's power generation equipment which is connected to the Distribution System.

3.1.17. '**Dispatch**' means the process of directing the delivery of electrical energy (whether active or reactive) by the Distribution Network Operator or its delegated alternative to and from the Distribution System and a Unit and/or the provision of any ancillary services by a Unit in terms of the Scheduling and Dispatch rules.

3.1.18. '**Dispatchable**' means that the Distribution Network Operator or its delegated alternative has a contractual right to influence the Dispatch of a Unit and the Unit is able to respond to automatic or manual Dispatch instructions under Normal Operating Conditions.

3.1.19. '**Distribution**' means the regulated unit through which the MUNICIPALITY constructs, owns, operates and maintains the Distribution System in accordance with its licence and the Code(s).

3.1.20. '**Distribution Code**' means the set of documents titled South African Distribution Code published by NERSA, as amended, modified, extended, replaced or re-enacted from time to time.

3.1.21. '**Distribution Network Operator**' means the MUNICIPALITY's Network Control responsible for short-term reliability of the power system and which is in charge of controlling and operating the Distribution Network including dispatching generation (or balancing the supply and demand) in real time.

3.1.22. '**Distribution System**' means the MUNICIPALITY's network infrastructure consisting of assets operated at a nominal voltage of 132 kV or less.

3.1.23. **"Due Date"** means the date reflected on the MUNICIPALITY's invoices or other written communications.

3.1.24. **"Effective Date''** shall mean the first day of the calendar month following the date of signature by the CUSTOMER and the MUNICIPALITY of this Agreement.

3.1.25. **'Export Capacity'** means the approval by the Municipality for the CUSTOMER to use the Distribution System to supply and deliver energy generated by the Facility into the Distribution System up to the Maximum Export Capacity at the Point of Supply, except to the extent there are constraints on the MUNICIPALITY's Distribution System which could not be avoided by the exercise of the standards of a Reasonable and Prudent Operator by the MUNICIPALITY and otherwise subject to the terms and conditions of this Agreement and the Code(s).

3.1.26. '**Facility**' means the CUSTOMER's plant together with the Facility Connection Equipment for the safe, efficient and optimal operation of the plant, up to the Point(s) of Connection, which shall be designed, constructed, installed, operated and maintained by or on behalf of the CUSTOMER, but excluding the Municipality Connection Equipment whether or not located at the Connection Site.

3.1.27. '**Facility Connection Equipment**' means the Facility equipment including the Point of Generator Connection, as specified in Annexure C (Embedded Generator Connection Particulars) to connect the Facility to the Distribution System, which shall be constructed, owned, operated and maintained by the CUSTOMER in accordance with this Agreement, and which shall also include the Point of Utility Connection in cases where this equipment is expressly agreed between the Parties to be constructed, owned, operated and maintained by the CUSTOMER.

3.1.28. '**Facility Connection Works**' means the works to be carried out on the Facility's side of the Point of Connection, save as may otherwise be provided herein, and all related activities by which the Facility shall be connected to the Distribution System.

3.1.29. '**Force Majeure**' means any act, event, or circumstance, or any combination of acts, events or circumstances which:

(a) is beyond the reasonable control of the Affected Party;

(b) is without fault or negligence on the part of the Affected Party and is not the direct or

indirect result of a breach by the Affected Party of any of its obligations under any Project Document;

(c) could not have been (including by reasonable anticipation) avoided or overcome by the Affected Party, acting in accordance with the standards of a Reasonable and Prudent Operator; and

(d) prevents, hinders or delays the Affected Party in its performance of all (or part) of its obligations under this Agreement ("**Force Majeure Event**");

provided that the onus of establishing a force majeure event shall lie with the Affected Party.

3.1.30. **'Force Majeure Notice'** has the meaning given to such term in clause 20.

3.1.31. '**Government**' or '**Governmental Authority**' means the government of South Africa or any ministry, department or political subdivision thereof, and any person under the direct or indirect control of any such government exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any state entity.

3.1.32. **'Injury Claim'** has the meaning given to such term in clause 21.

3.1.33. **'Insolvency Event'** has the meaning given to such term in clause 22.

3.1.34. '**Island**' means the opening of a circuit breaker or circuit breakers resulting in the severance of the synchronous connection between the Distribution System and the Facility, or between the Distribution System and another section of the Distribution System containing a Synchronised generator.

3.1.35. '**Law**' means (a) any constitution, statute, ordinance, proclamation, primary or subordinate legislation, including the MUNICIPALITY's by-laws, or other legislative measure, as well as the common law and customary law and any judgment, decision, interdict, order or rule of any court or tribunal with relevant jurisdiction, in each case having the force of law in South Africa and (b) any directive, requirement, instruction, request, order, regulation, condition of or limitation in any necessary Government authorisation, registration, grant, acknowledgement, exemption or agreement to be obtained from, or code, guideline, policy, direction or rule of a Governmental Authority which is legally binding, including the Code(s).

3.1.36. '**Losses**' means losses, damages, claims, liabilities, costs or expenses.

3.1.37. '**Maximum Export Capacity**' means the maximum capacity at the Point(s) of Supply notified by the CUSTOMER in terms of clause 10 and accepted by the MUNICIPALITY for the transmission of electrical energy between the Facility and the Distribution System.

3.1.38. '**Metering Installation**' means the meter(s) and the fittings, equipment, wiring and installations related to the meter(s) at the Point of Supply.

3.1.39. '**Month**' means a calendar month comprising a period commencing at 00:00 on the first day of that month and ending at 24:00 on the last day of that month.

3.1.40. '**Municipality Connection Equipment**' means the MUNICIPALITY's equipment specified in Annexure C (Embedded Generator Connection Particulars) and in Annexure D (Embedded Generator Municipality Connection Equipment) to connect the Facility to the Distribution System and which shall be constructed in accordance with the Self-build Agreement (Annexure A) and owned, operated, and maintained by the MUNICIPALITY in accordance with this Agreement, and which shall include the Point of Utility Connection in cases where this equipment is owned, operated, and maintained by the MUNICIPALITY.

3.1.41. '**Municipality Connection Works**' means the works required, including (without limitation) the works to be constructed, changed, or enabled, to connect the Facility to the Municipality's Distribution System as specified in the Self-build Agreement (Annexure A).

3.1.42. '**NERSA**' means the National Energy Regulator of South Africa established in terms of the National Energy Regulator Act of 2004, or its legal successor.

3.1.43. '**Non-dispatchable**' means that the Distribution Network Operator or its delegated alternative has no contractual right to influence the Dispatch of a Unit under Normal Operating Conditions, or where a Unit has limited ability to respond to Dispatch instructions.

3.1.44. **"Notified Maximum Demand**" shall mean the maximum demand notified in writing by the CUSTOMER and accepted by the MUNICIPALITY as the maximum demand which the CUSTOMER requires the MUNICIPALITY to be in a position to supply on demand.

3.1.45. '**NRS 048**' means the quality of supply specification issued by the South African Bureau of Standards, as revised from time to time or as replaced by a national standard.

3.1.46. '**NRS 082**' means the code of practice for recommended maintenance policy for electricity networks operated at voltages up to and including 132 kV (including all associated control and protection systems), issued by the South African Bureau of Standards, as revised from time to time or as replaced by another national standard.

3.1.47. **'Operational Notification for Commissioning'** has the meaning given to such term in sub-clause 14.1.

3.1.48. **'Operational Notification for Commercial Operation'** has the meaning given to such term in sub-clause 14.2.

3.1.49. **'Operational Procedures**' means the procedures in terms of the Code(s) and as set out in Annexure B (Embedded Generator System Operations Manual).

3.1.50. '**Parties**' means the Parties to this Agreement as described in clause 1 of this Agreement and '**Party**' shall be construed accordingly.

3.1.51. '**Point of Common Coupling (PCC)**' means the electrical node, typically a busbar, on the MUNICIPALITY's network, electrically nearest to the Facility, at which more than one customer of the MUNICIPALITY is or may be connected or metered, which PCC is used in the context of Quality of Supply emission requirements, and the location of which is described in Annexure C (Embedded Generator Connection Particulars).

3.1.52. '**Point(s) of Connection (POC)**' means the electrical node(s) on the Distribution System where the CUSTOMER's assets are physically connected to the MUNICIPALITY's assets.

3.1.53. '**Point of Generator Connection (PGC)**' means the circuit-breaker and associated ancillary equipment (instrument transformers, protection, isolators) that connects a generator to any electrical network, which, in the case of this Agreement with respect to the Facility is described in Annexure C (Embedded Generator Connection Particulars).

3.1.54. '**Point of Secure Supply (PSS)**' means that point on the MUNICIPALITY's network at which a single upstream contingency will not result in the islanding of a generator with a portion of the supply network, which PSS is used in the context of loss of Distribution System protection, and the location of which is described in Annexure C (Embedded Generator Connection Particulars).

3.1.55. '**Point(s) of Supply (POS)**' means the physical point(s) on the MUNICIPALITY's network from where electricity is supplied to the CUSTOMER by the MUNCIPALITY or from where the CUSTOMER supplies electricity to the MUNICIPALITY, and the location of which is described in Annexure C (Embedded Generator Connection Particulars).

3.1.56. '**Point of Utility Connection (PUC)'** means one or more circuit breakers and associated ancillary equipment (instrument transformers, protection, isolators), entirely independent of any PGC, that connects the Facility to the Distribution System, which PUC may be located near the Point of Connection or may be some other point(s) within the Facility between the PGC and Point of Connection, and the location of which Point(s) of Utility Connection is described in Annexure C (Embedded Generator Connection Particulars).

3.1.57. **'Power Purchase Agreement'** means the electricity supply agreement between the MUNICIPALITY and the CUSTOMER, to which this Agreement is supplemental.

3.1.58. **'Prescribed Tariff Charges'** shall mean the MUNICIPALITY's electricity tariffs, fees and charges for the supply to the CUSTOMER of electricity, and services, as approved by NERSA where relevant and as amended from time to time.

3.1.59. '**Project Document**' means [any one or more of the contracts regulating the relationship between the MUNICIPALITY and the CUSTOMER, including but not limited to the Power Purchase Agreement and any direct agreement between the MUNICIPALITY, the CUSTOMER and the CUSTOMER's financiers, in respect of this Agreement or the Power Purchase Agreement];

3.1.60. '**Property**' has the meaning given to it in clause 2.2.1.

3.1.61. '**Reasonable and Prudent Operator**' means a person acting in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence, responsibility and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable Law, engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions. Any references herein to the '**standards of a Reasonable and Prudent Operator**' shall be construed accordingly.

3.1.62. '**Renewable Energy Code**' means the Grid Connection Code for Renewable Power Plants (RPPs) Connected to the Electricity Transmission System (TS) or the Distribution System (DS) in South Africa as published by NERSA and as may be amended by NERSA from time to time.

3.1.63. **'SANS 474'** means the code of practice for electricity metering issued by the South African Bureau of Standards, as revised from time to time or as replaced by another national standard.

3.1.64. '**Scheduling and Dispatch Rules**' means any rules published by NERSA or included in the Code(s) in respect of qualifying Dispatchable and Non-dispatchable Units pertaining to the scheduling and Dispatch of energy output from a Unit.

3.1.65. **'Self-build Agreement'** means the agreement attached as Annexure A in which the scope and specifications relating to the provision of the Municipality Connection Works by the CUSTOMER are detailed.

3.1.66. '**Servitude Area**' means the areas of the Property over which rights of way are granted in favour of the MUNICIPALITY in accordance with clause 17.

3.1.67. '**Synchronise**' means the act of closing of a circuit breaker to bring the Distribution System and the Facility into synchronism with respect to voltage magnitude, phase relationship, and frequency.

3.1.68. '**Transmission Code**' means the South African Grid Code Version 10.1 (January 2022), comprising the SAGC Preamble, the SAGC Governance Code, the SAGC Information Exchange Code, the SAGC Metering Code, the SAGC Network Code, the SAGC System Operating Code, and the SAGC Tariff Code, as published by NERSA and as may be amended by NERSA from time to time.

3.1.69. '**Transmission System**' means Eskom's electricity transmission system consisting of all lines and substation equipment where the nominal voltage is above 132kV.

3.1.70. '**Unit**' means a separate electricity-generating unit or section (comprising multiple units) forming part of the Facility, and **'Units'** means all or any combination of them.

3.2. Interpretation

Any words or expressions used in this Agreement but not defined herein, but which are defined in the Power Purchase Agreement, shall bear the meaning assigned to them in the Power Purchase Agreement.

4. GENERAL AGREEMENT

4.1. General agreement

4.1.1. The Parties agree that the Connection of the Facility to the Distribution System shall be on the terms and conditions set out in this Agreement, subject to the provisions of the Code(s), the Act, the Parties' licences or registration permissions issued by NERSA, the Prescribed Tariff Charges, and any other applicable Law.

4.1.2. Subject to the terms and conditions set out in this Agreement and the Parties' Approvals, both Parties shall obtain and maintain all Approvals as may be required under any applicable Law, and perform their respective obligations in a manner that complies with all applicable Law, their Approvals and the Code(s).

4.1.3. This Agreement shall commence on the Effective Date and shall continue for a minimum period of 12 months and thereafter continue indefinitely unless terminated by either Party, in terms of clause 14 of this Agreement.

4.2. Codes

4.2.1. The Parties acknowledge that this Agreement is not intended to require either Party to act in any way that would put it in breach of the Code(s), compliance with which is a condition of the CUSTOMER's licence or registration permission and the MUNICIPALITY's licence/s issued by NERSA.

4.2.2. Accordingly, if any provision of this Agreement would appear to result in a breach of the Code(s), the Parties shall meet promptly and, acting in good faith, shall agree such reasonable changes as may be necessary to this Agreement to replicate (taking account of all the factors including the costs to be incurred), as closely as possible, the intent of this Agreement but in such a way as to ensure that it does not result in a breach of the Code(s).

4.2.3. To the extent that this Agreement (including any obligation herein for either Party to comply with the standards of a Reasonable and Prudent Operator) conflicts with the Code(s), the provisions of the Code(s) shall prevail to the extent of such conflict. Further, to the extent that this Agreement deals with an issue or provides a definition on which the Code(s) is silent or does not yet deal in sufficient detail with an issue or a definition which is dealt with in this Agreement, the provisions or definitions of this Agreement shall prevail, provided that they do not require either Party to act in any way that would put it in breach of an obligation under the Code(s).

4.2.4. Nothing in this Agreement shall inhibit, prevent or otherwise limit either Party's rights to propose any amendments to the Code(s), or to comment on or object to amendments to the Code(s) proposed by any other person.

4.3. Other agreements

In the event of any conflict between this Agreement and the Power Purchase Agreement, the Power Purchase Agreement shall prevail, unless the Power Purchase Agreement is in conflict with the MUNICIPALITY’s electricity supply By-Law(s) which will prevail in every circumstance.

4.4. Duration

This Agreement will be effective from the Effective Date and terminate on the date that the CUSTOMER advises the MUNICIPALITY in writing that it no longer requires connection to the MUNICIPALITY’s Distribution System, or earlier if it is terminated in accordance with the terms of this Agreement.

SECTION B: FINANCIAL

5. CONNECTION COST AND PRESCRIBED TARIFF CHARGES

5.1. Connection Cost

5.1.1. The CUSTOMER is responsible for payment of the Connection Cost as set out in the Self-build Agreement in Annexure A (Self-build Agreement). The Connection Cost includes, but is not limited to dedicated assets and costs, upstream assets and any other work costs to connect the Facility to the Distribution System.

5.2. Prescribed Tariff Charges[1]

5.2.1. With effect from the Effective Date the CUSTOMER shall pay to the MUNICIPALITY the applicable Prescribed Tariff Charges for the supply of electricity.

5.2.2. All accounts shall be payable on the Due Date as reflected on the face of the account issued by the MUNICIPALITY. The CUSTOMER acknowledges and agrees that should the account not be settled by the Due Date, the MUNICIPALITY may disconnect the Facility from the Distribution System at any time during which the account remain unpaid. Any amount outstanding from the first day after the Due Date will incur interest at the rate prescribed by the MUNICIPALITY from time to time.

5.2.3. An error or omission in any account or failure to render an account shall not relieve the CUSTOMER of his/her obligation to pay the Prescribed Tariff Charges. The onus shall be on the CUSTOMER to satisfy himself/herself that the account rendered is in accordance with the Prescribed Tariff Charges.

5.2.4. The CUSTOMER acknowledges that, in the event of there being a disconnection of the Facility for non-payment of an account, he/she shall be liable for any prescribed re-connection fees for the Facility.

5.2.5. Should the CUSTOMER dispute an amount stated in any MUNICIPALITY invoice, it shall not be entitled to reduce, or set off, or defer payment thereof beyond the Due Date for such amount as stated in the invoice but:

5.2.6.1 shall serve notice on the MUNICIPALITY specifying the amount and the basis of the dispute; and

5.2.6.2 shall nevertheless pay the disputed amount by the Due Date.

SECTION C: TECHNICAL

6. CONNECTION SITE

6.1. The CUSTOMER shall, on the Effective Date and on reasonable request of the MUNICIPALITY during the course of this Agreement, provide proof of ownership of the land on which the Connection Site for the Municipality Connection Works are to be situated, alternatively proof of a registered lease or servitude in favour of the CUSTOMER in respect of such land.

6.2. Should the rights of the CUSTOMER to the land on which the Municipality Connection Works are to be situated cease or be challenged during the duration of this Agreement the CUSTOMER shall immediately notify the MUNICIPALITY of such cessation or challenge, and this will constitute an event of default by the CUSTOMER under this Agreement.

[1] Note to bidders: This clause only applies to Solar PV Facilities. Supply of electricity to a BESS Facility will not be subject to Prescribed Tariff Charges under this agreement. Consumption of electricity by a BESS Facility is dealt with in Schedule 9 (Calculation of Payments) of the BESS PPA.

6.3. The CUSTOMER shall afford unobstructed access to and make available to the MUNICIPALITY, in accordance with the provisions of this Agreement and the Distribution Code, the Connection Site for the Municipality Connection Works and for connecting the Facility to the Distribution System, and thereafter in order for the MUNICIPALITY to operate and maintain the Municipality Connection Equipment in accordance with the Distribution Code.

6.4. The responsibility for all cable/conductor terminations at the Point of Connection shall be set out in Annexure B (Embedded Generator System Operations Manual).

6.5. The CUSTOMER shall, on written notice to the CUSTOMER at the MUNICIPALITY's cost and by Notary nominated by the MUNICIPALITY for this purpose, cause all such servitudes as the MUNICIPALITY may require for the purposes of securing rights to the Connection Site to be incorporated into a notarial deed(s) of servitude and be registered against the title deed under which the Connection Site is held. The CUSTOMER shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of such deed(s) of servitude.

6.6. The Parties agree that if, despite both of their reasonable endeavours, the MUNICIPALITY is still not able to gain access to the Connection Site for the purposes of fulfilling its obligations in terms of this Agreement, the MUNICIPALITY's obligations will be suspended for the period of such lack of access and the CUSTOMER will not have any claim for any damages to the extent arising from the lack of access during this period.

6.7. The CUSTOMER shall, for the duration of this Agreement, use its reasonable endeavours to provide unobstructed access to and make available to the MUNICIPALITY, in accordance with the provisions of this Agreement and the Code(s), the Connection Site for the Municipality Connection Works to connect the Facility to the Distribution System, in order for the MUNICIPALITY to operate and maintain the Municipality Connection Equipment in accordance with the Code(s).

6.8. The CUSTOMER shall use its reasonable endeavours to ensure that the MUNICIPALITY shall be entitled to append such notices at the Connection Site as (acting reasonably) it deems appropriate to indicate the MUNICIPALITY's ownership of the Municipality Connection Equipment which is located on the Connection Site.

7. NETWORK PERFORMANCE AND QUALITY OF SUPPLY

7.1. The MUNICIPALITY is required to provide a standard of quality of supply which complies with NRS 048 as is required by NERSA.

7.2. The CUSTOMER will be required to comply with any quality of supply limits, determined in accordance with the MUNICIPALITY's Apportioning of Quality Supply Procedure as detailed in the Quality of Supply Specification (Annexure F), and the CUSTOMER will be deemed to have knowledge of the content. All costs incurred by the CUSTOMER in respect of such compliance shall be for the CUSTOMER's account.

7.3. The MUNICIPALITY will use its reasonable endeavours to furnish the CUSTOMER with reliable and continuous network availability. However, the MUNICIPALITY does not guarantee that the continuity and voltage quality of the connection will always be maintained under all contingencies. The CUSTOMER shall take adequate measures to protect the Facility against any damage and/or losses that could arise from voltage interactions, voltage dips, or any other variations in the voltage quality, and, if necessary, ascertain the protection requirements from the MUNICIPALITY.

7.4. Indicative levels of voltage and interaction performance may be obtained on request from the MUNICIPALITY. Dip and interaction performance is managed according to the requirements of the NERSA Power Quality Directive, whereby customer concerns are addressed on a case-by-case basis. In order to ensure greater levels of assurance on interruption (and in some cases dip) in performance, the CUSTOMER may elect to pay for additional monitoring equipment to effect

monitoring of performance at the Point of Supply.

8. PROTECTION, SYNCHRONISING, AND EARTHING REQUIREMENTS

8.1. The Parties shall comply with the requirements of the Code(s) and Annexure E (Standard for the Interconnection of Embedded Generation) with respect to the protection system for the protection of the Facility or the Facility Connection Equipment as well as Synchronisation and earthing of the connection of the Facility to the Distribution System.

8.2. The CUSTOMER shall, at its own expense and acting in accordance with the standards of a Reasonable and Prudent Operator and the Code(s), provide, install, maintain and operate a protection system on the Facility side of the Point of Connection which:

8.2.1. shall be in accordance with the specifications in Annexure E (Standard for the Interconnection of Embedded Generation) and otherwise be compatible with the Distribution System protection system; and

8.2.2. shall safeguard the Facility and Facility Connection Equipment from any fault condition on the Distribution System, including but not limited to (i) phase faults, (ii) earth faults, (iii) under or over voltage, (iv) under or over frequency and (vi) open-phase conditions.

8.3. The CUSTOMER shall ensure that the protection settings of the Facility are coordinated with the MUNICIPALITY 's protection settings from time to time.

8.4. Subject to the Code(s), the MUNICIPALITY may disconnect the whole or part of the Facility from the Distribution System, or may operate circuit-breakers upstream of the CUSTOMER's Facility, thereby Islanding the Facility with a portion of the Distribution System. In the event of such an Island developing, the CUSTOMER shall ensure that the Facility is disconnected from the Distribution System within 2 (two) seconds and its failure to do so shall constitute a breach of this Agreement.

8.5. Prior to Commissioning the Facility Connection Equipment or the Facility itself, the CUSTOMER shall perform tests in accordance with the Annexures, and thereafter furnish the MUNICIPALITY with such test certificate/s indicating the results of the test/s performed, before the Facility may be commissioned.

9. CONNECTION TO THE DISTRIBUTION SYSTEM

The MUNICIPALITY shall allow the CUSTOMER to connect to the Distribution System to supply and deliver energy generated by the Facility into the Distribution System up to the Maximum Export Capacity at the Point of Supply, except to the extent there are constraints on the MUNICIPALITY’s Distribution System which could not be avoided by the exercise of the standards of a Reasonable and Prudent Operator by the MUNICIPALITY and otherwise subject to the terms and conditions of this Agreement and the Code(s). The MUNICIPALITY shall also allow the CUSTOMER to receive energy from the Distribution System at times when generation is not sufficient to supply all of the load of the Facility.

10. MAXIMUM EXPORT CAPACITY

10.1. The Maximum Export Capacity of the Facility at the date of this Agreement is set out in Annexure C (Generator Connection Particulars).

10.2. The CUSTOMER shall at any time be entitled to request a change in the Maximum Export Capacity, provided that any such change does not exceed the Contracted Capacity determined in accordance with the Power Purchase Agreement. Should the CUSTOMER request a change in the Maximum Export Capacity, the CUSTOMER shall give adequate notice in writing to the MUNICIPALITY of such requested change. A change in the Maximum Export Capacity shall be subject to the CUSTOMER obtaining its Approvals in this regard and before being approved by the MUNICIPALITY shall take account of at least:

10.2.1. the additional capital expenditure incurred or to be incurred in affecting the change proposed by the CUSTOMER, and clarify with the MUNICIPALITY responsibility for such payment;

10.2.2. the additional capacity (if any) of the Distribution System required to meet the change in the CUSTOMER's requirements; and

10.2.3. whether any of the Municipality Connection Equipment may have to be removed and replaced, and any associated costs not covered in clause 10.2.1.

10.3. Notwithstanding anything to the contrary herein, the CUSTOMER shall be temporarily permitted to exceed the Maximum Export Capacity with the prior written approval of the MUNICIPALITY, such approval which may be sought by the CUSTOMER not to be unreasonably withheld or delayed provided that this shall only be for the period as approved by the MUNICIPALITY, it shall not exceed the Contracted Capacity and subject to the CUSTOMER obtaining its Approvals in this regard.

10.4. Where it is technically possible and subject to the CUSTOMER obtaining its Approvals in this regard, the CUSTOMER may be instructed or requested by the MUNICIPALITY in writing to increase the Maximum Export Capacity in order:

10.4.1. to avoid or mitigate the effect of an emergency, provided that this shall only be for the period as instructed or requested by the MUNICIPALITY; or

10.4.2. to comply with the requirements of the Code(s); or

10.4.3. to maintain safety in accordance with the standards of a Reasonable and Prudent Operator as may be reasonably necessary or expedient.

10.5. Save for clauses 10.3 and 10.4, any exceedances of the Maximum Export Capacity shall constitute a breach of this Agreement.

11. THE MUNICIPALITY'S OBLIGATIONS

Subject to the terms and conditions set out in this Agreement, the MUNICIPALITY shall, acting as a Reasonable and Prudent Operator:

11.1. maintain its Distribution System in accordance with NRS 082;

11.2. maintain the Approvals for the MUNICIPALITY's live equipment included in the Municipality Connection Equipment in accordance with the electrical regulations of the Occupational Health and Safety Act (Act 85 of 1993);

11.3. accept into its Distribution System electricity generated by the CUSTOMER at the Point of Supply, in terms of but not limited to, the Maximum Export Capacity conditions set out in clause 10;

11.4. certify to the CUSTOMER in writing when the Municipality Connection Equipment has been successfully commissioned; and

11.5. notify the CUSTOMER of any access protocols, health and safety rules, procedures and the like, and any other reasonable requirements.

12. THE CUSTOMER'S OBLIGATIONS

Subject to the terms and conditions set out in this Agreement, the CUSTOMER shall, acting as a Reasonable and Prudent Operator:

12.1. ensure that the Facility complies with the requirements of this Agreement for the purposes of connecting the Facility to the Distribution System;

12.2. engineer, design, commission, maintain and operate the Facility in accordance with the parameters set forth in the Code(s) and as set out in Annexure B (Generator System Operations Manual) and Annexure E (Standard for the Interconnection of Embedded Generation);

12.3. obtain all Approvals as may be required under applicable Law, for the construction, Commissioning, operation and maintenance of the Facility and the export of electricity from the Facility into the Distribution System;

12.4. obtain written permission from the MUNICIPALITY before first attempting the Synchronisation of the Facility with the Distribution System. The permission by the MUNICIPALITY shall not be unreasonably withheld or delayed, provided that such permission shall be only granted upon successful completion of pre-commissioning tests as required in Annexure E (Standard for the Interconnection of Embedded Generation) and subject to clause 8.5;

12.5. comply with and ensure that the Facility is in compliance with all relevant provisions of the Code(s) and applicable Law in relation to the Facility and without limiting its rights and obligations under the Code(s), the CUSTOMER shall continuously monitor its compliance with the Code(s) and furnish the MUNICIPALITY with test certificates indicating the results of the tests performed;

12.6. grant the MUNICIPALITY access to the Connection Site in accordance with this Agreement;

12.7. adhere to any health and safety rules that the MUNICIPALITY may have in place from time to time at the MUNICIPALITY's substation containing the Municipality Connection Equipment;

12.8. advise the MUNICIPALITY of any addition, replacement or alteration made to any equipment owned, operated or controlled by the CUSTOMER that could have a deleterious effect on the Distribution System; and

12.9. export onto the Distribution System electricity generated by the CUSTOMER at the Point of Supply, in terms of the Maximum Export Capacity conditions set out in clause 10.

13. SITE FOR THE MUNICIPALITY'S EQUIPMENT

The CUSTOMER shall continue for the duration of this Agreement to provide adequate space and maintain in good order at its expense a suitable site, including, where required in the substation building, to be mutually agreed upon, for accommodating the MUNICIPALITY's equipment needed to discharge its obligations in terms of this Agreement, in conformity with any requirements of the MUNICIPALITY's relevant By-laws.

14. COMMENCEMENT OF USE OF DISTRIBUTION SYSTEM

14.1. Promptly following the Completion Date and the MUNICIPALITY's receipt of the test certificates referred to in clause 8.5 and subject to the MUNICIPALITY's acceptance of these certificates pertaining to the Facility Connection Equipment and/or the Facility, which shall be in accordance with the Code(s) and the parameters set forth in this document, the MUNICIPALITY shall notify the CUSTOMER in writing in respect of the Facility Connection Equipment and the Facility ('Operational Notification for Commissioning') that the CUSTOMER has the right to Connect the Facility Connection Equipment to the Distribution System, in accordance with this Agreement in order only to complete the required commissioning tests which could not be carried out prior to connection to the Distribution System. The issue of the Operational Notification for Commissioning is strictly not authorisation to commence with Commercial Operation.

14.2. Following the successful completion of all outstanding commissioning tests and the MUNICIPALITY's receipt of all associated test certificates, the MUNICIPALITY will provide the

CUSTOMER in writing with permission to begin Commercial Operation ('Operational Notification for Commercial Operation'), subject to the provisions of any other agreements, including the Power Purchase Agreement, which govern the Commercial Operation.

14.3. In the event that the MUNICIPALITY does not accept the test certificates in accordance with the requirements of the Code(s), Annexure B (Generator System Operations Manual) and Annexure E (Standard for the Interconnection of Embedded Generation), the CUSTOMER will be required to retest its compliance with clause 8.5.

14.4. The CUSTOMER shall:

14.4.1. under no circumstances whilst Connected to the Distribution System, Commission, test, use or otherwise operate the Facility or other equipment for which the CUSTOMER is responsible and that could impact the Distribution System, without having received the permission in clause 14.1, an Operational Notification, or a written exemption from the MUNICIPALITY;

14.4.2. without limiting its rights and obligations under the Code(s) and this Agreement in respect of the testing of the Facility, forthwith upon being requested by the MUNICIPALITY to do so, undertake such Commissioning and testing of the Facility and any other equipment for which the CUSTOMER is responsible as required by the Code(s);

14.4.3. comply with the requirements of the Code(s) and Annexure E (Standard for the Interconnection of Embedded Generation) with respect to the power plant controller of its generator/s included in the Facility; and

14.4.4. operate its generator/s included in the Facility within the real and reactive power limits and / or real power and voltage limits set forth in the Code(s) or if not specified in the Code(s) as set forth in Annexure E (Standard for the Interconnection of Embedded Generation), any additional requirements that may be outlined in Annexure B (Generator System Operations Manual).

15. SCHEDULING AND DISPATCH

With regard to Scheduling and Dispatch, the Parties shall be required to act in accordance with the requirements of the Scheduling and Dispatch Rules and the Code(s).

15.1. DISPATCH

The Parties agree that the Facility will be [Non-dispatchable for solar PV, and Dispatchable for BESS,] under Normal Operating Conditions.

15.2. SCHEDULING

15.2.1. The CUSTOMER shall provide the MUNICIPALITY or its delegated alternative with all information as may be required from time to time, for the balancing and reliability of the Distribution System in respect of each Unit, including a schedule of the expected energy output, outages, maintenance schedules or any other information as may be required under the Scheduling and Dispatch Rules.

15.2.2. The information shall be provided by the CUSTOMER in the form and means as may be specified by the MUNICIPALITY or its delegated alternative.

15.2.3. The CUSTOMER shall use reasonable endeavours to ensure that all such information provided by the CUSTOMER to the MUNICIPALITY or its delegated alternative is accurate. If the CUSTOMER becomes aware of any act, event, condition or circumstance which may render any such information incorrect or misleading or otherwise of any inaccuracy such information, the CUSTOMER shall notify the MUNICIPALITY or its delegated alternative forthwith of such act, event, condition, circumstance or inaccuracy as soon as it becomes aware of this information.

16. RIGHT TO CURTAIL OR INTERRUPT UNDER EMERGENCY CONDITIONS

16.1. CURTAILMENT OF GENERATION

The CUSTOMER shall, if and when required and on instruction by the MUNICIPALITY, reduce peak generation during abnormal system conditions or low load periods.

16.2. EMERGENCY INTERRUPTION

Either Party shall have the right to disconnect the Facility from the Distribution System under emergency conditions as described in the Code(s) if such action is deemed necessary by it (acting as a Reasonable and Prudent Operator) for the protection of life or equipment or for maintaining the reliability and security of the Distribution System or the Facility (as the case may be). The Parties shall give reasonable advance notice of such action where possible. In respect of the MUNICIPALITY's rights under this clause, the disconnection may be effected by the MUNICIPALITY in such a way that the CUSTOMER will not be able to close the relevant circuit breaker until the MUNICIPALITY has reset the circuit breaker controls.

16.3. RE-CONNECTION FOLLOWING AN EMERGENCY INTERRUPTION

The MUNICIPALITY shall rectify the conditions leading to the emergency interruption as quickly as reasonably practicable and shall notify the CUSTOMER as quickly as reasonably practicable after such emergency conditions have passed. Thereafter, following receipt of such notification the CUSTOMER may re-synchronise the Facility to the Distribution System.

16.4. LOAD SHEDDING

The CUSTOMER shall, if and when required by the MUNICIPALITY, switch off generation during load shedding according to published load shedding schedules.

SECTION D: LEGAL

17. FACILITY SITE RIGHT(S) OF WAY

17.1. The CUSTOMER grants to the MUNICIPALITY an irrevocable right-of-way in perpetuity, free of charge, to convey electricity and telecommunication over the Property on the terms and conditions set out below.

17.2. The right(s)-of-way shall be binding on the CUSTOMER, its heirs, assignees and legal successors, and shall include, where applicable, the following rights in favour of the MUNICIPALITY:

17.2.1. the right to transmit electricity free of charge over the Property;

17.2.2. the right to erect an overhead power line(s), underground cable(s) together with such structures, equipment, conductors, and overhead cables on the Property, and to erect or lead such conductors or other equipment on, under or over the Property as may at any time be necessary or convenient in exercising the right-of-way for overhead power line(s) / underground cable(s) as well as extension(s) of such line(s) and/or cable(s) to other customers of the MUNICIPALITY (collectively, the '**Cable Works**'). The said rights shall be along a route mutually agreed to by the Parties;

17.2.3. the right to retain any existing line(s) and/or cable(s) on the Property;

17.2.4. the right to enter and be upon the Property at all reasonable times in order to construct, erect, operate, use, maintain, repair, re-erect, remove, alter or inspect the Municipality Connection Works, or in order to gain access to any adjacent properties over which the MUNICIPALITY has, and in the exercise of, similar rights;

17.2.5. the right to have access to and egress from the Property and the right to use existing roads giving access to and egress from the Property or roads running across the Property and gates on the Property and to erect such gates in any fence on the Servitude Area as may be necessary or convenient to gain access to and egress from the Property; provided that the MUNICIPALITY shall ensure that any gates on the Property used by it, its employees, its contractors or its contractors' employees shall be kept closed when not in use by them; and

17.2.6. the right to remove any trees, bush, grass, material or structures from the Servitude Area and the right to cut or trim any trees on or around the Servitude Area in order to ensure compliance with the restrictions referred to in clause 17.3 hereof; provided that the MUNICIPALITY shall endeavour to consult with the CUSTOMER prior to doing so.

17.3. The following special restrictions are placed for the MUNICIPALITY's benefit on the use of the Property:

17.3.1. the CUSTOMER shall ensure that no building or structure may be erected or installed above or below the surface of the ground, neither may any material which might endanger the safety of the Municipality Connection Works or the Cable Works and all associated equipment be placed within the distance as set out in the table below of the centre line without the prior written permission of the MUNICIPALITY. The centre line is the position of the power line/underground cable:

Voltage	Building restriction on each side of the centre line
1. All voltages below 22 kV	9 metres
2. 22 kV	9 metres
3. 33 kV	11 metres
4. 44 kV	11 metres
5. 66 kV	11 metres
6. 88 kV	11 metres
7. 132 kV and Delta construction 275 kV	18 metres (15.5 – 20 metres)

17.3.2. no mining activities or blasting operations shall be permitted within 500 (five hundred) metres of any power line/underground cable without the prior written permission of the MUNICIPALITY; and

17.3.3. the CUSTOMER shall not plant or allow to grow any vegetation in the Servitude Area nor plant or allow to grow in the vicinity of the Servitude Area any tree that could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line or allow it to grow in such a manner as to endanger that line should it fall or be cut down.

17.4. The CUSTOMER shall ensure that the rights hereby granted to the MUNICIPALITY:

17.4.1. shall be brought to the attention of any potential purchaser or transferee of the Property (or of any portion thereof) or the seller (at that time) of the Property (or any portion thereof) before it is sold and/or transferred to such purchaser or transferee; and

17.4.2. shall, if the MUNICIPALITY so requests in writing, at the MUNICIPALITY's cost and by Notary appointed by the MUNICIPALITY for this purpose, be incorporated into a notarial deed of servitude and be registered against the title deed under which the Property is held.

The CUSTOMER shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of a deed of servitude, as envisaged above.

17.5. If the CUSTOMER is not the owner of the Property, the CUSTOMER shall be required to obtain from the owner of the Property a grant to the MUNICIPALITY of all such rights as described in this clause 17, free of charge, over the Property. Should the CUSTOMER fail to obtain the rights-of-way or free of charge, such failure shall suspend all of the MUNICIPALITY's obligations in terms of this Agreement.

17.6. If any alteration or removal is required by the CUSTOMER or the owner of the Property if the CUSTOMER is not the owner, to or of the whole or any part of the Municipality Connection Works or the Cable Works and all associated equipment located above, on or under the Property for any reason whatsoever, all costs and expenses to be incurred by the MUNICIPALITY in effecting such alteration or removal shall be borne, and at the MUNICIPALITY's election paid in advance, by the CUSTOMER.

18. OWNERSHIP OF THE MUNICIPALITY CONNECTION EQUIPMENT

18.1. The MUNICIPALITY shall at all times retain ownership of and title to the Municipality Connection Equipment. The CUSTOMER shall not encumber or attempt to encumber any of the Municipality Connection Equipment nor shall it grant or attempt to grant any encumbrance over any of the Municipality Connection Equipment in favour of any of its creditors.

18.2. The Parties acknowledge and agree (in keeping with the requirements of the Code(s)) that none of the performances required under this Agreement, including the payment by the CUSTOMER of the Prescribed Tariff Charges, confers on the CUSTOMER any right of ownership or security in, or other legal or beneficial right in respect of, any asset to which that charge may relate, including the Municipality Connection Equipment.

19. ASSIGNMENT AND CHANGE IN CONTROL

19.1. ASSIGNMENT

Save as provided in this clause 19, neither Party shall be entitled to sell, cede, delegate, assign, transfer or otherwise dispose of (collectively '**Assign**') all or any part of its rights and/or obligations hereunder without the prior written approval of the other Party.

19.2. AGREEMENT BINDING ON SUCCESSORS IN LAW, ASSIGNEES AND DELEGEES

19.2.1. This Agreement shall be, and remain binding on, the Parties, notwithstanding any alteration or change of control by any Party, irrespective of how such changes are brought about.

19.2.2. It is expressly agreed between the Parties that if the CUSTOMER wishes to alienate the Connection Works it will do so on terms and conditions binding the alienee to this Agreement.

20. FORCE MAJEURE

20.1. If a Party (the '**Affected Party'**) is unable to perform all or a material part of its obligations in terms of this Agreement due to a Force Majeure Event, then the Affected Party shall, as soon as reasonably practicable, notify the other Party in writing (a '**Force Majeure Notice'**) setting out:

20.1.1. the full particulars of the Force Majeure Event;

20.1.2. the impact of the Force Majeure Event on the Affected Party's obligations under this Agreement;

20.1.3. the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by the Force Majeure Event; and

20.1.4. the steps, which it is taking or intends to take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance hereunder.

20.2. The Affected Party shall have the burden of proving both the existence of the Force Majeure Event and the effect (both as to nature and extent) which such Force Majeure Event has on its performance.

20.3. If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the date falling [60 (sixty] days after the receipt by the non-Affected Party of the Force Majeure Notice, then either Party shall be entitled to refer the matter to dispute resolution in accordance with clause 23.

20.4. If it is agreed or determined that a Force Majeure Event has occurred, the Affected Party shall, provided that it has complied with the requirements of this clause 20, not be liable for any failure to perform any obligation under this Agreement but only to the extent that:

20.4.1. such performance is prevented, hindered, or delayed by a Force Majeure Event; and

20.4.2. such failure could not have been removed, mitigated, rectified, or overcome by the Affected Party acting as a Reasonable and Prudent Operator.

20.5. The Affected Party shall use all reasonable efforts to remove, mitigate, rectify, and overcome the effects of any Force Majeure Event(s) and to minimise the effect thereof on the other Party, and shall give the other Party (i) regular reports on the progress of such measures and (ii) prompt notice of the cessation of the Force Majeure Event(s).

20.6. If the Affected Party's performance of all or a material part of its obligations under this Agreement is prevented, hindered, or delayed by a Force Majeure Event, then, provided that the Affected Party has complied with the requirements of this clause 20, the time limits for the performance of those obligations (or any dates by which performance of those obligations are to be achieved) shall be extended by a period equal to the period by which its performance is prevented, hindered, or delayed.

20.7. If the Force Majeure Event subsists for more than 24 (twenty-four) months, the non-Affected Party shall have the right to terminate this Agreement after having given the other Party no less than [30 (thirty)] days' written notice, without prejudice to any claim either Party may have in terms of this Agreement, provided that the Force Majeure Event is still continuing.

20.8. Notwithstanding the provisions of this clause 20, if a Force Majeure Event is caused by any one or more of the circumstances described in clause 16.4.5 of the Power Purchase Agreement, the consequences thereof shall be governed by clauses 16.4.4 to 16.4.10 of the Power Purchase Agreement and not by the provisions of this clause 20.

21. DAMAGES / LIABILITY

21.1. Save to the extent expressly provided in this Agreement, neither Party shall be liable to the other Party under this Agreement or in delict for any Losses incurred directly or indirectly as a result of any action or omission of such Party unless the said action or omission is due to the negligence of the defaulting Party.

21.2. If either Party is liable for damages caused to the other Party in terms of clause 21.1, such liability

shall be limited to direct damages and will exclude consequential damages, provided that:

21.2.1. consequential damages shall include, but shall not be limited to, loss of production, revenue, income or profit; and

21.2.2. the liability of the defaulting Party in respect of all Losses suffered or incurred by the non-defaulting Party shall in no circumstances exceed [ZAR 1 000 000,00 (one million Rand)] per incident or series of related incidents arising out of or in connection with any one event, and the maximum aggregate liability of the defaulting Party in respect of all Losses suffered or incurred by the non-defaulting Party (**'Aggregate Liability'**) in respect of any events occurring in any calendar year shall not exceed [ZAR 5 000 000,00 (five million Rand)];

21.2.3. in the determination of the Aggregate Liability, the total amount of any Losses from a single event totalling less than [ZAR 1 000 000,00 (one million Rand)] shall be included in the calculation of the Aggregate Liability and in the event that any Losses total more than ZAR 1 000 000,00 (one million Rand) only ZAR [1 000 000,00 (one million Rand)] will be counted toward the calculation of the Aggregate Liability.

21.3. Despite anything to the contrary in this Agreement, save for clause 21.4, the MUNICIPALITY shall not be liable to the CUSTOMER for any Losses which are incurred by the CUSTOMER (whether directly or indirectly) as a result of any action or omission related to the design, construction, operation or maintenance of the Distribution System.

21.4. Despite clause 21.3, nothing in this Agreement shall exclude or limit the liability of either Party for Losses suffered or incurred by the other Party which arise from the unlawful act or fraud of the first Party.

21.5. Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury or loss or damage to property, to an external party resulting directly from the negligence of the first-mentioned Party or any of its officers, directors, employees, contractors and agents and that Party shall indemnify and keep indemnified the other Party from and against any Losses which the other Party may suffer or incur by reason of any claim on account of death or personal injury to the extent resulting from the negligence of the first-mentioned Party or the negligence of any of its officers, directors, employees, contractors or agents (such claim hereafter being referred to as an '**Injury Claim**').

21.6. In the event of any Injury Claim being made against an Indemnified Party, the indemnifying Party shall be promptly notified of the Injury Claim and may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise from the Injury Claim.

21.7. The indemnified Party shall not, unless and until the indemnifying Party has failed to unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the Injury Claim within 10 (ten) Business Days of receiving notice from the indemnified Party requesting it to do so, make any admission, which might be prejudicial to the claim.

21.8. The conduct by the indemnifying Party of such negotiations or litigation shall be conditional upon the indemnifying Party having first given to the indemnified Party such reasonable security as the indemnified Party shall from time to time notify the indemnifying Party that it requires to cover the amount ascertained or agreed or estimated, as the case may be of any Losses for which the indemnified Party may become liable in respect of the Injury Claim.

21.9. The indemnified Party shall, at the request of the indemnifying Party, afford all reasonable assistance for the purpose of contesting the Injury Claim, and shall be paid by the indemnifying Party (within 10 (ten) Business Days of the date of its invoice thereof) all reasonable expenses incurred in so doing.

21.10. The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by common law or statute in respect of the subject matter of this Agreement,

including without limitation any rights either Party may possess in delict which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the other Party, its officers, directors, employees, contractors and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein. For the avoidance of doubt, the rights and remedies provided in this Agreement shall not be construed so as to limit the rights and/or remedies that the CUSTOMER may have under any other agreement between them.

21.11. Each of the Parties agrees that the other Party holds the benefit of clauses 21.3, 21.6, 21.9 and 21.14 for itself and as trustee and agent for its officers, directors, employees, contractors and agents, and that such clauses constitute a stipulation or contract for the benefit of such persons.

21.12. To the extent that a Party is entitled to indemnification for any Losses or is otherwise entitled to recover any Losses under this Agreement, it shall use its reasonable endeavours to mitigate any such Losses.

21.13. For the avoidance of doubt:

21.13.1. nothing in this clause 21 shall prevent or restrict either Party enforcing any obligation (including suing for a debt or for specific performance or to apply for an interdict) owed to it under or pursuant to this Agreement; and

21.13.2. each Party acknowledges and agrees that the provisions of this clause 21 are fair and reasonable having regard to the circumstances as at the date hereof.

21.14. Each Party (the '**Indemnifying Party'**) indemnifies the other Party (the '**Indemnified Party'**) against any third party claims, proceedings, compensation and costs incurred by the Indemnified Party in respect of:

21.14.1. death of or injury to a person; or

21.14.2. loss of or damage to property; or

21.14.3. infringement of an intellectual property right,

in each case which arises from the negligence, unlawful intent, fraud, gross negligence, breach of contract or breach of statutory duty of or by the Indemnifying Party.

22. DISCONNECTION AND TERMINATION

22.1. BREACH BY THE CUSTOMER

22.1.1. If the CUSTOMER is in breach of any provision of this Agreement (other than a breach of any of its payment obligations under this Agreement) and such breach causes:

a) the MUNICIPALITY to be in immediate breach of any of its Approvals and such breach requires disconnection of the Facility in terms of those Approvals; or

b) personal injury to the MUNICIPALITY or CUSTOMER staff or members of the public; or

c) immediate material damage as a result of the malfunctioning of the Facility on the CUSTOMER's premises or on the Distribution System,

then the MUNICIPALITY shall be entitled to disconnect the Facility from the Distribution System immediately and without giving notice.

22.1.2. In addition, if the CUSTOMER is in breach of any provision of this Agreement, then the MUNICIPALITY must give written notice to the CUSTOMER specifying in reasonable detail the nature of the breach and requiring the CUSTOMER within [30 (thirty)] days after receipt of such notice to remedy the breach (or within any longer period as approved by the MUNICIPALITY, such approval not to be unreasonably withheld or delayed).

22.1.3. Whenever the MUNICIPALITY serves a notice on the CUSTOMER pursuant to clause 22.1.2, the Parties shall engage in discussions without delay on the nature and effects of the breach and each shall use all appropriate procedures available to them under this Agreement or the Code(s) (including testing rights and the procedures set out in the Code(s)) in an attempt to establish as quickly as reasonably practicable a mutually acceptable way of ensuring future compliance by the CUSTOMER with the relevant provision of the Agreement; provided that the failure of either Party to participate in such discussions shall not prevent the MUNICIPALITY from proceeding in accordance with the remaining provisions in this clause 22.1.

22.1.4. If the breach is not remedied after notice is given by the MUNICIPALITY as described in clause 22.1.2, or if NERSA makes an order against the CUSTOMER, the MUNICIPALITY may disconnect the Facility (if it has not done so already in terms of clause 22.1.1) in terms of relevant MUNICIPALITY By-Laws upon the expiry of at least 14 days prior written notice to the CUSTOMER if at the time of expiry of the notice the CUSTOMER still has not remedied the breach and/or complied with the order of NERSA.

22.1.5. If, following the disconnection of the Facility pursuant to this clause 22.1, the CUSTOMER has remedied the breach; the MUNICIPALITY shall reconnect the Facility without unreasonable delay.

22.1.6. If, following the disconnection of the Facility pursuant to this clause 22.1, the CUSTOMER applies to the MUNICIPALITY for the Facility to be re-connected and is refused or is offered re-connection on conditions which the CUSTOMER does not accept, then this shall be recognised as an 'Incident' (as defined in the Code(s)) and the MUNICIPALITY shall be obliged to re-connect the Facility only if required to do so by the determination of NERSA or the arbitrator in terms of clause 23.2.

22.1.7. If any breach of this Agreement by the CUSTOMER due to or for which there is a disconnection of the Facility remains un-remedied for a period 6 (six) months reckoned from the date of the breach, the MUNICIPALITY may terminate this Agreement immediately upon written notice to the CUSTOMER.

22.2. BREACH BY THE MUNICIPALITY

22.2.1. If the MUNICIPALITY is in breach of any provision of this Agreement and such breach causes personal injury or material damage (Material Adverse Impact) to the public or the Facility, then the CUSTOMER shall be entitled to disconnect the Facility from the Distribution System immediately without giving notice.

22.2.2. In addition, the CUSTOMER may give written notice to the MUNICIPALITY specifying in reasonable detail the nature of the breach and requiring the MUNICIPALITY within 30 (thirty) days after receipt of such notice to remedy the breach (or within any longer period as approved by the CUSTOMER, such approval not to be unreasonably withheld or delayed).

22.2.3. If the MUNICIPALITY does not remedy the breach within the notice period set out in clause 22.2.2, the CUSTOMER may terminate the Agreement immediately upon written notice.

22.3. INSOLVENCY EVENT

If either Party undergoes an Insolvency Event, which for the purpose of this Agreement is defined to mean, in relation to either Party, that (a) that Party passes a resolution or files any application for action for relief under any insolvency Law, or (b) proceedings are started for an order (whether provisional or final, voluntary or involuntary) to be made for its winding-up, liquidation or business rescue or for the appointment of a business rescue practitioner, liquidator or similar officer in relation to it or a material part of its assets, or (c) it convenes a meeting with its creditors for the purposes of making any arrangement, compromise or composition for the benefit of its creditors or agrees, or declares a moratorium or reorganisation in respect of its debts, the other Party may terminate this Agreement immediately upon written notice to the affected Party.

22.4. TERMINATION BY CUSTOMER.

Subject to clause 22.5, the CUSTOMER shall be entitled to elect to terminate this Agreement, and without penalty or the imposition of any premium, at any time on 12 (twelve) Months prior written notice to the MUNICIPALITY.

22.5. CONSEQUENCES OF TERMINATION

22.5.1. Any exercise by a Party of its right to terminate this Agreement shall be without prejudice to the rights of such Party to exercise any other rights or remedies available to such Party under this Agreement or in Law.

22.5.2. The termination of this Agreement shall not affect any rights and obligations of the Parties, which may have accrued up to the date of such termination.

22.5.3. The expiry or termination of this Agreement shall not affect the continued operation of those of its provisions that expressly provide for their continued operation after such expiry or termination or which of necessity must continue to operate after such expiry or termination.

22.5.4. Upon termination of this Agreement for any reason, and without prejudice to any other subsisting rights of either Party, the CUSTOMER shall, following receipt of the MUNICIPALITY's invoice therefore within 5 (five) working days, pay to the MUNICIPALITY any other amounts owing to the MUNICIPALITY under this Agreement.

22.5.5. The MUNICIPALITY may disconnect the Facility following the termination of this Agreement in accordance with this clause 22.

23. DISPUTE RESOLUTION

23.1. DECLARATION OF A DISPUTE

Each Party shall notify the other Party in writing upon the occurrence of any dispute between them arising out of, relating to or in connection with this Agreement or the Code(s) which that Party wishes to refer for resolution in accordance with this clause 23 (a "Dispute"). This clause 25 shall survive the termination of this Agreement and will remain in effect even if this Agreement is terminated, lapses or is declared invalid for any reason.

23.2. REFERRAL TO NERSA / ARBITRATION

23.2.1. Either Party may, with the written agreement of the other Party, refer any Dispute to NERSA for mediation in accordance with the Act and the Code(s) but, in the absence of such written agreement, either Party may refer such Dispute forthwith to arbitration.

23.2.2. If the Parties agree to NERSA mediation on any Dispute but such mediation fails within 30 (thirty) days of such referral or such longer period as agreed between them, then either Party may, following the expiry of such period, refer such Dispute to arbitration before an arbitrator ("**the Arbitrator**").

23.2.3. The Arbitrator shall be such person as mutually agreed upon by the Parties. If the Parties fail to reach agreement regarding the appointment of the Arbitrator within a period of 5 (five) Business Days after the dispute has been submitted to arbitration, either of the Parties may request the Arbitration Foundation of South Africa ("**AFSA**") to appoint the Arbitrator, and the Parties shall be bound by such appointment.

23.2.4. The then current rules of the AFSA shall apply to the arbitration *mutatis mutandis*. The decision of the Arbitrator shall be final and binding on the Parties, save in the event of a manifest error. Unless otherwise agreed in writing by all the Parties, any such negotiation or arbitration shall be conducted in [English] and in [Stellenbosch].

23.2.5. The provisions of this clause 23.2: (a) constitute an irrevocable consent by the Parties and no Party shall be entitled to withdraw therefrom or claim at any stage of the proceedings that they are not bound by such proceedings; (b) are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity or alleged invalidity for any reason of this Agreement or any part thereof; and (c) shall not preclude any Party from instituting any injunctive proceedings in any appropriate court.

24. REPRESENTATIONS AND WARRANTIES

24.1. CUSTOMER REPRESENTATIONS AND WARRANTIES

The CUSTOMER represents and warrants to the MUNICIPALITY that as at and from the Effective Date, for the duration of the Agreement:

24.1.1. it is duly incorporated under the Laws of the Republic of South Africa and has the power to enter into and perform its obligations under this Agreement or, in the case of any Approvals which are not required to be obtained as at and from the Effective Date, it is not aware of any reason why it should not obtain such Approvals in response to its application for them;

24.1.2. it has obtained or will obtain all necessary Approvals (other than those for which the MUNICIPALITY is responsible) required in connection with the entry into and performance of its obligations under this Agreement;

24.1.3. its entry into this Agreement and performance of its obligations under this Agreement will not violate or conflict with or exceed any limit imposed by (i) any applicable Law to which it is subject, (ii) its memorandum and articles of association or other applicable constitutional documents or (iii) any other agreement, instrument or undertaking binding upon it; and

24.1.4. all the information supplied to the MUNICIPALITY by the CUSTOMER is true and correct in all material respects.

24.2. MUNICIPALITY REPRESENTATIONS AND WARRANTIES

The MUNICIPALITY represents and warrants to the Customer that as at and from the Effective Date, for the duration of the Agreement:

24.2.1. it has the power to enter into and perform its obligations under this Agreement;

24.2.2. it has obtained or will obtain all necessary Approvals (other than those for which the Customer is responsible) required in connection with the entry into and performance of

its obligations under this Agreement; and

24.2.3. its entry into this Agreement and performance of its obligations under this Agreement will not violate or conflict with or exceed any limit imposed by (i) any applicable Law to which it is subject; (ii) other applicable constitutional documents; or (iii) any other agreement, instrument or undertaking binding upon it.

25. CONFIDENTIALITY

The Parties agree that, except for matters of public record as of the date of this Agreement, they will keep the terms and contents of this Agreement confidential, and that they will not hereinafter disclose the terms of this Agreement to other persons except as compelled by applicable Law or to individuals who have a need to know about this Agreement and its contents, such as Parties' legal counsel, tax advisors, or other retained professional representatives, all of whom shall be informed and bound by this **confidentiality clause**. In no event will any Party make or cause to be made any comment, written statement, or press release to any member of the media concerning the existence or contents of this Agreement.

26. MISCELLANEOUS

26.1. SEVERABILITY

If any provision of this Agreement is found to be illegal, void or unenforceable then the Parties shall negotiate in good faith in order to agree about the terms of a satisfactory provision to be substituted for the provision so found to be illegal, void or unenforceable and, in such event, the other provisions of this Agreement shall remain binding on the Parties.

26.2. NOTICES / ADDRESSES

26.2.1. All notices, notifications, requests, demands or other communications including accounts, shall be deemed to have reached the other Party-

26.2.1.1. if delivered by hand, on the date of delivery;

26.2.1.2. if posted by ordinary mail or registered post, on the 20th business day following the date of such posting, and in the case of an account on the 20th business day following the date of the account;

26.2.1.3. if transmitted by any electronic medium acceptable to both Parties, on the 1st (first) Business Day following the date of transmission / publication / delivery.

26.2.2. For the purpose of this Agreement, the CUSTOMER's *domicilium citandi et executandi* shall be:

Address: _____

Email: _____

marked for attention _____*(insert name)*

26.2.3. and the MUNICIPALITY's *domicilium citandi et executandi* shall be:

Address: _____

Email: _____

marked for attention _____*(insert name)*

Either Party may, by written notice to the other, change its abovementioned *domicilium* to any other physical address in South Africa.

26.3. ENTIRE AGREEMENT AND VARIATION

26.3.1. This Agreement constitutes the sole and entire agreement between the Parties and supersedes all previous negotiations, arrangements or agreements in respect of the subject-matter of this Agreement.

26.3.2. Save as provided for anywhere in this Agreement, no variation, modification, waiver, failure, delay, relaxation or indulgence of any provision of this Agreement, including this sub-clause, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by both Parties and then such act or omission as stated above shall be effective only in a specific instance and for the purpose and to the extent for which it was made or given.

26.4. WAIVER

26.4.1. Any relaxation, indulgence or delay (together '**Indulgence**') by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement or applicable Law shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).

26.4.2. The waiver of any right under this Agreement or applicable Law shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative(s) of the waiving Party.

26.5. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership, or establish a relationship of principal and agent or any other similar relationship between the Parties.

26.6. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of South Africa.

(The remainder of this page is left blank deliberately)

IN WITNESS WHEREOF, the Parties each acting through their duly authorised signatories enter into this Agreement .

SIGNED for and on behalf of the **CUSTOMER** by the signatory below who warrants that he/she is duly authorised.

Date: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

_ _
Name:
Title:

As Witnesses:

1. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

2. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

SIGNED for and on behalf of the **MUNICIPALITY** by the signatory below who warrants that he/she is duly authorised.

_ _
Date:

_ _
Name:
Title:

As Witnesses:

1. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

2. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

ANNEXURE A: Self-build Agreement

The Self Build Agreement to be included here.

ANNEXURE B: Generation System Operations Manual

The Stellenbosch Municipality is in the process of adopting its own Generation System Operations Manual. It is expected that it will, in all material aspects, be aligned to the City of Cape Town's Generation System Operations Manual, which can be found at this link as a reference and for information.

ANNEXURE C: Embedded Generator Connection Particulars

1. MAXIMUM EXPORT CAPACITY

1.1 The Maximum Export Capacity of the Facility at the date of this Agreement is [……..] MW (…… megawatt). ……. *(insert capacity)*

2. Connection Details

The Point(s) of Connection is located on Erf …….. *(insert number),*
GPS coordinates [Latitude (DD MM SSS) Longitude (DD MM SSS)], (insert detail). Add aerial view), ('the Property').

2.1 The point of supply (POS) is at …….. *(insert POS detail).*
2.2 The Facility is situated at …….. *(insert property description).*
2.3 Point of Connection (POC) ……... *(insert description of POC).*
2.4 Points of Utility Connection (PUC)…….. *(insert description).*
2.5 Point of Generator Connection (PGC) ……*(insert description).*
2.6 Point of Common Coupling (PCC) ……..*(insert description).*

Note: This Annexure will be updated (if required) once detailed designs are completed.

Example

- *Points of Connection (POC) and Points of Supply (POS) are at the CUSTOMER's terminals of the Municipality's […insert voltage level…]kV feeder disconnector (DS) at Municipality's […insert name…] substation*
- *Points of Utility Connection (PUC) are at […..insert name …] substation at the CUSTOMER's […insert voltage level…]kV circuit breakers*
- *Point of Generator Connection (PGC) is the CUSTOMER's generator circuit breaker at the Facility*
- *Point of common coupling (PCC) is the […insert voltage level]kV busbar at Municipality's [….insert name] substation*

[Please indicate above points on the single line diagram]

The single line diagram for the Connection of the Facility to the Distribution System is shown in Figure C1.

Please note the example below from Eskom 240-61268576 Standard for the interconnection of embedded generation. The City of Cape Town document EEB705 (Standard for the Interconnection of Embedded Generation) referred to in Annexure E has examples of other typical schematic diagrams.

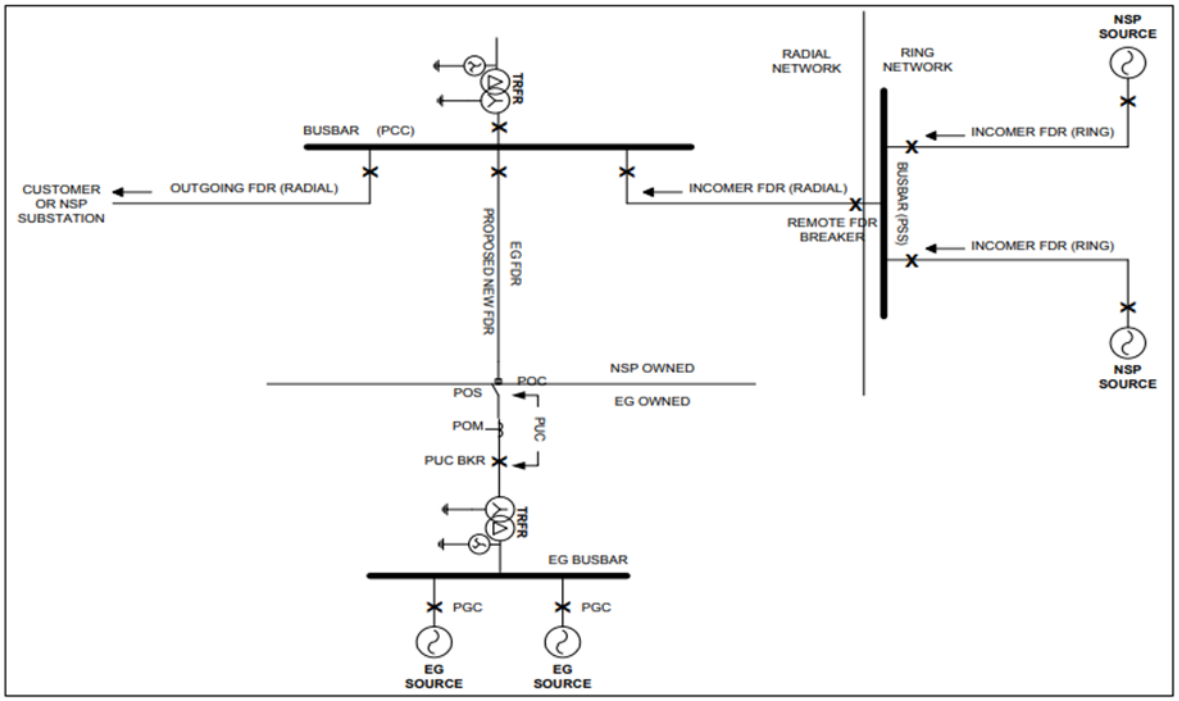

Figure 3-1: Layout of HV Network Indicating the Terminology used

Figure C1: Single line diagram

ANNEXURE D: Embedded Generator Municipality Connection

Embedded Generator name: (Insert detail)

Physical Address: (Insert detail)
E.g.
Street
Suburb/Township/Farm
Postal Code
Erf Number
Latitude (DD MM SSS)
Longitude (DD MM SSS)

Maximum Export Capacity: (Insert detail) **MW**

Grid supply point equipment: **(**Red text: choose option and delete other options)

At HV (Insert name) **Substation:**
(Insert detail)
E.g.
132 kV transformer bay
1 x 80 MVA 132/11 kV transformer
132 kV bus bar with bus-coupler
1 x 132 kV feeder bay to [the Distribution Substation or related customer]
SCADA equipment where relevant
Metering equipment
Protection, CT's and VT's

At HV Overhead line (Insert name and structure) **from** (Insert name) **Substation**
(Insert detail)
E.g.
5 km of single circuit 132 kV line with Hare conductor and optical fibre ground wire (OPGW 24 pair) terminated from new structure X to the existing line between Structures Y and Z.

At Distribution MV (Insert name) **Substation:**
E.g.
1 x 11 or 33 kV incoming isolator bay
1 x 11 or 33 kV customer feeder bay
11 kV double bus bar with bus-coupler bay and associated voltage transformers
Bypass isolators
SCADA equipment where relevant
Bidirectional metering equipment
Protection, CT's and VT's

Downstream of existing (Insert site name) **point of supply (1 MW and above)**

E.g.
3-stage Protection scheme with CT's and VT's
SCADA equipment
Bidirectional metering equipment

ANNEXURE E: Standard for the Interconnection of Embedded Generation

The Stellenbosch Municipality is in the process of adopting its own Standard for the Interconnection of Embedded Generation. It is expected that it will, in all material aspects, be aligned to the City of Cape Town standard EEB705 Standard for the Interconnection of Embedded Generation which can be found at this link as a reference and for information. .

ANNEXURE F: Generation Quality of Supply Specification

The Stellenbosch Municipality is in the process of adopting its own Generation Quality of Supply Specification. It is expected that it will, in all material aspects, be aligned to The City of Cape Town's Generation Quality of Supply Specification which can be found at this link as a reference and for information.