

Electricity Transmission & Distribution  
Licence

Granted To

Cayman Brac Power & Light Co. Ltd

18 December 2018

CBP&L Version 1, 01 May 2019



***THE ELECTRICITY SECTOR REGULATIONS LAW (2018 REVISION)***

Licensee Name: Cayman Brac Power and Light Co. Ltd

Licence Area: The area set out in the plan referred to in Condition 4.

Commencement Date: 18 December 2018

Version Number: 1

Version Date: 01 May 2019

Expiry Date: 31 December 2039

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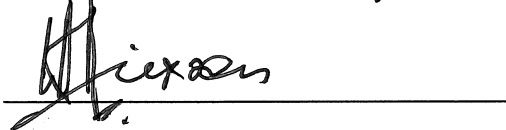
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# PART I TERMS OF THE LICENCE

1. The Utility Regulation and Competition Office of the Cayman Islands (the '**Office**'; '**OfReg**'), in exercise of the powers conferred by Section 23(2) of the Electricity Sector Regulation Law (2019 Revision) (the '**Law**') hereby grants to Cayman Brac Power and Light Co. Ltd (the '**Licensee**') an exclusive licence (the '**Licence**') to transmit, distribute and supply, commercially, electricity from the Transmission and Distribution Assets (as hereinafter defined) for public and private purposes in the entire area of the islands of Cayman Brac and Little Cayman, Cayman Islands for the period specified in Condition 3 subject to the Conditions set out in Part II and Part III of this Licence (the '**Conditions**').
2. The Conditions are subject to modification or amendment in accordance with their terms or in accordance with the Law.
3. The licence hereby granted shall commence on the 18 December 2018 and, unless suspended or revoked in accordance with the provisions of Condition 10, shall continue in full force and effect until termination or expiry as provided in Condition 3.
4. This Licence shall be governed by and construed, enforced and performed in accordance with the laws of the Cayman Islands.

Sealed with the Seal of and executed for and on behalf of the Utility Regulation and Competition Office of the Cayman Islands this 1st day of May, 2019.



Dr. the Hon. Linford A. Pierson, OBE, JP, PhD, FCCA.  
Chairman of the Board of Directors  
Utility Regulation and Competition Office



Gregg V. Anderson, MBA, CMC, CAMS, BSc. (Hons).  
Executive Director, Energy and Utilities  
Utility Regulation and Competition Office

# PART II CONDITIONS OF THE LICENCE

## Condition 1: Interpretation and construction

- 1.1. Unless the contrary intention appears, words and expressions used in these Conditions shall be construed as if they were in an enactment and the Interpretation Law (1995 Revision) applied to them.
- 1.2 Any word or expression defined in the Law shall, unless the contrary intention appears, have the same meaning when used in the Conditions.
- 1.3 In these Conditions, unless otherwise specified or the context otherwise requires:

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"AC"</b>                                | means alternating current electrical charge;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>"Additional Electricity Generation"</b> | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Administrative Determinations"</b>     | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Affiliate of any Person"</b>           | In relation to any person means any holding company or subsidiary of that person or any subsidiary of a holding company of that person in each case with the meaning of section 4 of the Companies Management Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Ancillary Services"</b>                | has the meaning given in the T&D Code;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Applicable Legislation"</b>            | means: <ul style="list-style-type: none"> <li>(a) <i>The Electricity Sector Regulation Law (2019 Revision)</i>;</li> <li>(b) <i>The Electricity Law (2008 Revision)</i>;</li> <li>(c) <i>The Electricity Regulations (2011 Revision)</i>;</li> <li>(d) <i>The Data Protection Law (2019 Revisions)</i>;</li> <li>(e) <i>The Information and Communications Technology Law (2019 Revision)</i>;</li> <li>(f) <i>The Interpretation Law (1995)</i>;</li> <li>(g) <i>The National Conservation Law (2013 Revision)</i>;</li> <li>(h) <i>The Utility Regulation and Competition Law (2019 Revision)</i>; and</li> <li>(i) <i>The Regulations, Rules and the Codes.</i></li> </ul> |
| <b>"Asset Management System"</b>           | means the measures that are to be taken by the Licensee for the proper maintenance, expansion or reduction of the T&D Assets;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Authorised Officer"</b>                | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| <b>“Base Rates”</b>                                                    | has the meaning given in Condition 30 of this Licence;                                                                                                                                                                                                                                 |
| <b>“Business Day”</b>                                                  | means a day which is not a Saturday, Sunday or a Public Holiday in The Cayman Islands;                                                                                                                                                                                                 |
| <b>“Capital Investment Plan”</b>                                       | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Catastrophic Failure”</b>                                          | means a sudden and, unexpected failure of one or more components that form part of the T&D Assets, which renders those components or the T&D Assets of which they form part; economically or technically unfit to transmit and distribute electricity;                                 |
| <b>“Code”</b>                                                          | means the National Electric Code (as amended);                                                                                                                                                                                                                                         |
| <b>“Commencement Date”</b>                                             | means the date the Licence was first granted by <i>OfReg</i> being the date specified in Condition 3.1;                                                                                                                                                                                |
| <b>“Company”</b>                                                       | has the meaning given to that term in Part I of the <i>Local Companies (Control) Law (2015 Revision)</i> ;                                                                                                                                                                             |
| <b>“Conditions”</b>                                                    | has the meaning given in paragraph 1 of Part I of this Licence;                                                                                                                                                                                                                        |
| <b>“Consumer”</b>                                                      | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Consumer Protection Regulations (Energy and Utilities Sector)”</b> | means the regulations established by the Office to protect consumer interests;                                                                                                                                                                                                         |
| <b>“Customer Service Code”</b>                                         | means the code that specifies the standards and conditions of service and supply that the Licensee must comply with in providing regulated services to consumers as approved by the Office;                                                                                            |
| <b>“Critical National Infrastructure”</b>                              | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Destructive Event”</b>                                             | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Document”</b>                                                      | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Electricity”</b>                                                   | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Electricity Law”</b>                                               | means the Electricity Law (2008 Revision);                                                                                                                                                                                                                                             |
| <b>“Electricity Meter”</b>                                             | means any meter that is used for the purpose of measuring the quantity of electricity supplied to premises or, in any case other than that, any meter used for measurement purposes in connection with any of the activities of generating, transmitting, or distributing electricity; |
| <b>“Electricity Service Industry”</b>                                  | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Electric Line”</b>                                                 | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                            |
| <b>“Electronic Means”</b>                                              | means:                                                                                                                                                                                                                                                                                 |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <p>(a) the Internet;</p> <p>(b) email, being;</p> <p>(i) in relation to <i>OfReg</i>, <i>OfReg's</i> email address as notified to the <i>Licensee</i>; and</p> <p>(ii) in relation to the <i>Licensee</i>, the email address specified in the licence application or other such email address as notified in writing to <i>OfReg</i>; or</p> <p>(iii) any other similar means,</p> <p>but does not include facsimile or telephone.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b><i>"Expiry Date"</i></b>             | means the date specified in Condition 3.2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b><i>"Fee"</i></b>                     | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b><i>"Five Year Review"</i></b>        | means a review of the Licence to occur at five-year intervals of the grant by the Office as referred to in Condition 1 and as governed by any rules or procedures which may pertain from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b><i>"Force Majeure"</i></b>           | means an event or circumstance which prevents the Licensee from performing its obligations under this Licence, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Licensee, and which the Licensee is unable to overcome or avoid or cause to be avoided through the exercise of due diligence. Events of Force Majeure may include, but are not limited to, acts of God; fire; flood; earthquake; war; riots; acts of terrorism; strikes, walkouts, lockouts and other labour disputes; requirements, actions or failure to act on the part of governmental authorities; adoption or change in any law, regulation, statute, rule or regulation imposed by governmental bodies, including, without limitation, a change in the interpretation thereof; or any lawful order by any court or administrative agency (so long as the Licensee has not applied for or assisted in the application for such court or governmental action); |
| <b><i>"Fuel Adjustment Factor"</i></b>  | means a mechanism designed to recover the cost of fossil fuel used in the generation of electricity; or means the monthly dollars per kWh charge to be applied to customers' bills, and which represents the amount of increase or decrease in dollars per kWh to be added to or deducted from each bill;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><i>"Fuel Adjustment Formula"</i></b> | is the formula used in Schedule 3 to calculate the Fuel Adjustment Factor;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b><i>"Generate"</i></b>                | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                           |                                                                                                                                                                                                                                                                                                                     |
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| <b>“Generating Assets”</b>                | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“Generation Business”</b>              | means the business of the Licensee in the Generation of electricity for supply in accordance with this Licence;                                                                                                                                                                                                     |
| <b>“Generating Capacity”</b>              | means the maximum Generating Capacity (measured in megawatts MW) that is available from the Licensee’s Generating Sets pursuant to its Generation Licence and the Generating Capacity available from the other Generation Licensees pursuant to the PPAs;                                                           |
| <b>“Generating Facilities”</b>            | means each Generating unit and any plant or facility of the Licensee from time to time used for Generation, and includes any structures, equipment or other things used for that purpose;                                                                                                                           |
| <b>“Generation Licence”</b>               | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“Generating Set”</b>                   | means any plant or apparatus for the production of electricity and shall where appropriate, include a generating station comprising of one or more than one generating unit;                                                                                                                                        |
| <b>“Generating Station”</b>               | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“Generator”</b>                        | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“Generating Works”</b>                 | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“Guidelines”</b>                       | means statements by which to determine a course of action;                                                                                                                                                                                                                                                          |
| <b>“Individual Performance Standards”</b> | mean any standards prescribed by <i>OfReg</i> for an individual Licensee pursuant to Condition 22 of the Licence;                                                                                                                                                                                                   |
| <b>“Independent Power Producer (IPP)”</b> | means a licensed generator which owns facilities for the purpose of generating electricity for sale to a Transmission, Distribution and Supply Licensee;                                                                                                                                                            |
| <b>“Information”</b>                      | Includes information (other than information subject to legal privilege) in any form or medium and of any description specified by the Office and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Office; |
| <b>“Interconnection”</b>                  | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                         |
| <b>“kV”</b>                               | means kilovolt, a unit of electrical potential or pressure equal to 1,000 volts;                                                                                                                                                                                                                                    |
| <b>“kW”</b>                               | means kilowatt, a unit of electrical power equal to 1,000 watts;                                                                                                                                                                                                                                                    |
| <b>“kWh”</b>                              | means kilowatt-hour, a unit of electrical energy which is equivalent to one kilowatt of power used continuously for one hour;                                                                                                                                                                                       |
| <b>“Law”</b>                              | means <i>The Electricity Sector Regulation Law (2019 Revision)</i> ;                                                                                                                                                                                                                                                |
| <b>“Licence”</b>                          | means:                                                                                                                                                                                                                                                                                                              |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | <p>(a) means a licence granted to a person by the Cabinet or by the Office under this Law and includes any renewal thereof or modification thereto; this document (excluding the title page and the second page of this document);</p> <p>(b) any Schedules to this document; and</p> <p>(c) any Individual Performance Standards approved by <i>OfReg</i> pursuant to Condition 22.</p> |
| <b>“Licence Area”</b>              | is the area stated in Condition 4 of this Licence;                                                                                                                                                                                                                                                                                                                                       |
| <b>“Licensee”</b>                  | has the meaning given in paragraph 1 of Part I of this Licence;                                                                                                                                                                                                                                                                                                                          |
| <b>“Licensee’s Assets”</b>         | means the Licensee’s <i>distribution system, transmission system or generating works</i> (as the case may be);                                                                                                                                                                                                                                                                           |
| <b>“Licence Fee”</b>               | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                              |
| <b>“MW”</b>                        | means 1,000 kW;                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“MVA”</b>                       | means 1,000 kiloVolt-Amperes;                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Notice”</b>                    | means a written notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to, or in connection with, this Licence.                                                                                                                                                                                                      |
| <b>“Office/OfReg”</b>              | means the Utility Regulation and Competition Office;                                                                                                                                                                                                                                                                                                                                     |
| <b>“Operate”</b>                   | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                              |
| <b>“Other Business”</b>            | means the business or activities of the Licensee other than the Generation Business or T&D Business;                                                                                                                                                                                                                                                                                     |
| <b>Outage Reporting Guidelines</b> | means the guidelines for the investigation and reporting by Licensees of incidents or deviations from normal operating conditions which may have a significant effect on consumers;                                                                                                                                                                                                      |
| <b>“Performance Audit”</b>         | means an audit of the effectiveness of measures taken by the Licensee to meet the <i>performance criteria</i> in this Licence;                                                                                                                                                                                                                                                           |
| <b>“Performance Criteria”</b>      | <p>means:</p> <p>(a) the terms and conditions of the Licence; and</p> <p>(b) any other relevant matter in connection with the <i>Applicable Legislation</i> that <i>OfReg</i> determines should form part of the <i>Performance Audit</i>.</p>                                                                                                                                           |
| <b>“Person”</b>                    | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                              |
| <b>“PPA”</b>                       | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                              |
| <b>“Premises”</b>                  | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                                                                                              |

|                                                           |                                                                                                                                                                                                                                                                                                                         |
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| <b><i>“Publish”</i></b>                                   | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“Price Level Index”</i></b>                         | means an index composed of 60% weighting of the Cayman Islands Consumer Price Index (CI CPI) and a 40% weighting of the United States of America Consumer Price Index (US CPI) (both after adjusting to remove the effects of prices of food and fuel);                                                                 |
| <b><i>“RCAM or Rate Cap and Adjustment Mechanism”</i></b> | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“Renewable or Alternative Forms of Energy”</i></b>  | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“Regulation”</i></b>                                | means a Regulation or Regulations made by the Cabinet in exercise of the powers conferred on Cabinet by the Law;                                                                                                                                                                                                        |
| <b><i>“Security Deposit”</i></b>                          | means any cash security deposit paid by any Person whose premises is connected to the T&D System in accordance with Schedule 1;                                                                                                                                                                                         |
| <b><i>“Standby Connection”</i></b>                        | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“T&amp;D”</i></b>                                   | means transmission and distribution;                                                                                                                                                                                                                                                                                    |
| <b><i>“T&amp;D Assets”</i></b>                            | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“T&amp;D Code”</i></b>                              | means the T&D code as defined in section 2 of the Law;                                                                                                                                                                                                                                                                  |
| <b><i>“T&amp;D Licence”</i></b>                           | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“T&amp;D Licensee”</i></b>                          | means the holder of the T&D Licence for the License Area;                                                                                                                                                                                                                                                               |
| <b><i>“Term, Condition or Requirement”</i></b>            | has the meaning given to that term in section 2 of the Law;                                                                                                                                                                                                                                                             |
| <b><i>“Transformer”</i></b>                               | means an electrical device to increase or decrease the voltage of energy;                                                                                                                                                                                                                                               |
| <b><i>“Transmission and Distribution”</i></b>             | means the transport of electricity by means of a T&D system for delivery to Consumers for reward; and                                                                                                                                                                                                                   |
| <b><i>“T&amp;D System”</i></b>                            | means the Transmission and Distribution (T&D) network of the T&D Licensee in the License Area which conveys electricity from Generating Facilities to the consumer's Electricity Meters and consists of, structures, lines, underground conduit, conductors, transformers, relays, switchgear and associated equipment. |

**1.4** Expressions in the singular shall include the plural and in the masculine shall include the feminine and vice versa and references to persons shall include companies and other entities and vice versa.

**1.5** Reference to any statute or statutory provision includes a reference to:

**1.5.1** that statute or statutory provision as from time to time amended, extended, re-enacted, revised or consolidated whether before or after the date of this Licence; and,

**1.5.2** all statutory instruments, regulations or orders made pursuant to it.

- 1.6 In this Licence, 'control' shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a body corporate, whether through the ownership of voting rights, by contract or otherwise.
- 1.7 Unless the context otherwise requires, reference to any Condition or Schedule is to a Condition of or Schedule to this Licence.
- 1.8 Headings in this Licence are for convenience only and shall not affect the interpretation of this Licence.
- 1.9 An Initial Review by the Licensee and OfReg of the terms in this Licence will occur two years from the signing date shown in Part I of this Licence.
- 1.10 A Five-Year Review by the Licensee and OfReg of the terms in this Licence will occur at each five-year increment from the signing date shown in Part I of this Licence.

## **Condition 2: Licence Authorisations**

- 2.1 The Licensee is granted an exclusive Licence for the Licence Area to purchase, transmit and distribute electricity for delivery to Consumers for reward in the Licence Area who apply to the Licensee for the supply of electricity without discrimination against or preference to any Person, and to construct, reconstruct, replace or modify a T&D System for those purposes in accordance with the terms and conditions of this Licence.
- 2.2 This Licence authorises the Licensee only in respect of the Transmission and Distribution Business and confers no authority to undertake any other business.
- 2.3 The Licensee shall not sell, or otherwise provide, electricity to any Person other than in accordance with this Licence.
- 2.4 The Licensee shall be entitled to bill Consumers the Base Rates delineated in Schedule 4. Base Rates will be capped at the existing level and the Licensee shall submit a rate restructuring proposal within [90-120] days of the commencement of this Licence to segregate Base Rates from pass-through charges by removing from the existing rates the embedded costs of fuel, lubricants and the existing licence fee. The fuel adjustment formula in Schedule 3 will continue until OfReg approves the revised rate structure. Upon review of the proposal, the office will consider whether or not it would be in the best interests of consumers to implement a rate cap adjustment mechanism (RCAM), appropriate for the sister islands. Base Rates will be designed for application to the same or similar Consumer classes in the existing rates for example, residential, small commercial, large commercial and lighting.
- 2.5 Notwithstanding the foregoing, in the event of Catastrophic Failure the Licensee may replace (temporarily or otherwise) the failed components with components of equal capacity provided such replacement does not compromise the reliability of the T&D System or T&D operating standards.

## **Condition 3: Term of Licence**

### **3.1 Commencement Date**

18 December 2018.

### **3.2 Expiry Date**



17 December 2038.

### **3.3 Term [Section 26 of the Law]**

**3.3.1** This Licence commences on the *Commencement Date* and continues until the earlier of:

- (a) the cancellation of the Licence pursuant to Condition 10.1 of this Licence;
- (b) the surrender of the Licence pursuant to Condition 11 of this Licence; or
- (c) the *Expiry Date*.

### **Condition 4: Licence area**

**4.1** The Licence Area is set out in plan(s):

**4.2** The Licence Area plan(s) is provided in Schedule 2.

### **Condition 5: Obligation to dispatch Generating Capacity**

- 5.1** The Licensee shall be responsible for dispatching sufficient generating capacity to meet system requirements in a prudent manner taking into consideration various operating considerations, including but not limited to least-cost, planned and forced generator maintenance schedules and operating reserves (both on-peak and off-peak) and subject to the terms and conditions of any PPAs.
- 5.2** The Licensee shall as far as is practicable safely dispatch available generation in such a manner that the energy produced and dispatched is at the least cost to consumers.
- 5.3** The Licensee may purchase some or all of its energy and/or capacity requirements from Independent Power Producers pursuant to relevant PPAs.
- 5.4** The Licensee may purchase the electricity output from renewable or alternate energy sources on an energy only or capacity and energy basis as appropriate in accordance with the procedures agreed with or established by the Office and subject to relevant PPAs.
- 5.5** The Licensee is responsible for the procurement of adequate generation supply, in terms of required energy, capacity and ancillary services to fully meet the needs of its consumers, subject to the procedures for addition of capacity established by the Office.
- 5.6** The Licensee must ensure that adequate reserve generating capacity, both spinning and cold standby, is available at all times to meet the guidelines promulgated by the Office. The Licensee may provide such reserve capacity itself or may contract some or all of it to any base-load Independent Power Producer with whom a PPA has been signed.
- 5.7** In the event of a Catastrophic Failure the Licensee shall take such actions as may be prudent, in consultation with the Office, to secure adequate replacement capacity.
- 5.8** Except as authorised by the Office in connection with purchases of renewable energy from Consumer-owned generation for self-supply, the Licensee shall not purchase electricity from any Person other than an Independent Power Producer and may not purchase electricity from an Independent Power Producer except in accordance with the

relevant PPA.

- 5.9** Subject to satisfactory inspection of the interconnection on behalf of the Office and by the Licensee, consumers who generate renewable energy for self-supply may sell energy to the Licensee, and the Licensee may purchase such renewable energy at rates to be proposed by the Licensee and approved by the Office. The Licensee shall file with the Office, from time to time, its proposals that describe the basis on which, and the rates at which such consumers may sell energy to and purchase energy from the Licensee, which proposals will be subject to the Office's review and approval.

**Condition 6: Amendment of Licence by the Licensee [Section 28 of the Law]**

- 6.1** The Licensee may apply to *OfReg* to amend the Licence in accordance with the Law.

**Condition 7: Amendment of Licence by OfReg [Section 28 of the Law]**

- 7.1** Subject to any *Applicable Legislation*, *OfReg* may amend the Licence at any time in accordance with the Law.
- 7.2** For avoidance of doubt, the Licensee will not have to pay a fee for amendments under this condition.

**Condition 8: Transfer of Licence [Section 25 of the Law]**

- 8.1** This Licence may be transferred only in accordance with the Law.

**Condition 9: Renewal of Licence [Section 27 of the Law]**

- 9.1** This Licence may be renewed only in accordance with the Law.

**Condition 10: Cancellation of Licence [Section 30 of the Law]**

- 10.1** This Licence may be cancelled only in accordance with the Law.

**Condition 11: Surrender of Licence [Section 30 of the Law]**

- 11.1** The Licensee may only surrender the Licence pursuant to this Condition 11.
- 11.2** If the Licensee intends to surrender the Licence the Licensee must, by Notice in writing to *OfReg*:
- 11.2.1** set out the date that the Licensee wishes the surrender of the Licence to be effective; and
  - 11.2.2** set out the reasons why the Licensee wishes to surrender the Licence, including the reasons why it would not be contrary to the public interest for the surrender of the Licence to be effective on the date set out in the Notice.
- 11.3** Upon receipt of the Notice from the Licensee pursuant to Condition 11.2, *OfReg* will publish the Notice.

**11.4** Notwithstanding Condition 11.2, the surrender of the Licence will only take effect on the later of the day that:

**11.4.1** *OfReg* publishes a Notice of the surrender in the Cayman Islands Government Gazette, such date to be at the discretion of *OfReg*; and

**11.4.2** the Licensee hands back the Licence to *OfReg*.

**11.5** The Licensee will not be entitled to a refund of any fees by *OfReg* upon a surrender of the Licence.

## **Condition 12: Notices**

**12.1** Unless otherwise specified, all Notices must be in writing.

**12.2** A Notice will be regarded as having been sent and received:

**12.2.1** when delivered in person to the addressee; or

**12.2.2** three (3) Business Days after the date of posting if the Notice is posted in Cayman Brac; or

**12.2.3** five (5) Business Days after the date of posting if the Notice is posted outside The Cayman Islands; or

**12.2.4** if sent by facsimile when, according to the sender's transmission report, the Notice has been successfully received by the addressee; or

**12.2.5** if sent by Electronic Means when, according to the sender's electronic record, the Notice has been successfully sent to the addressee.

## **Condition 13: Publishing information**

**13.1** *OfReg* may direct the Licensee to Publish, within a specified timeframe, any information it considers relevant in connection with the Licensee or the performance by the Licensee of its obligations under this Licence.

**13.2** Subject to Conditions 13.3 and 14, the Licensee must Publish the information referred to in Condition 13.1.

**13.3** If the Licensee considers that the information is confidential it must:

**13.3.1** immediately notify *OfReg*; and

**13.3.2** seek a review of *OfReg*'s decision in accordance with Condition 14.

**13.4** Once it has reviewed the decision, *OfReg* will direct the Licensee in accordance with the review to:

**13.4.1** *Publish* the information;

**13.4.2** *Publish* the information with the confidential information removed or modified; or

**13.4.3** not *Publish* the information.

## **Condition 14: Review of OfReg's decisions**

- 14.1** The Licensee may seek a review of an *administrative decision* by OfReg, including but not limited to a decision or direction to Publish information under Condition 13, pursuant to this Licence in accordance with the Utility Regulation and Competition Law (2019 Revision).

## **GENERAL LICENCE OBLIGATIONS**

### **Condition 15: Compliance with Applicable Legislation**

- 15.1** Subject to any modifications or exemptions granted pursuant to the Law, the Licensee must comply with any *Applicable Legislation*.
- 15.2** Where any obligation in this Licence is required to be performed by a specified date or time within a specified time period and the Licensee has failed to do so, the obligation will continue to be binding and enforceable after the specified date or time or after the end of the specified period but without prejudice to all rights and remedies available against the Licensee in relation to its failure.
- 15.3** Unless a contrary intention appears, any power of the Office under any provision of this Licence to give a direction, consent, derogation, approval, or designation is a power:
- (a) to give it to such extent, for such period of time, and subject to such conditions as the Office thinks reasonable in all the circumstances of the case; and
  - (b) to revoke or amend it (after consulting with the Licensee, with the Licensee's consent or give it again under that power.
- 15.4** Unless a contrary intention appears, any power of the Office under any provision of this Licence to make a determination or decision is a power:
- (a) to make it subject to such conditions as the Office thinks reasonable in all circumstances of the case; and
  - (b) to make it again under that power.
- 15.5** Any direction, consent, derogation, determination, approval, designation, decision, or other instrument given or made by the Office under this Licence will be given or made in writing.
- 15.6** In each case in which the Office may specify a date under any of the standard conditions of this Licence, it may specify:
- (a) that date; or
  - (b) the means by which that date is to be determined.
- 15.7** Periods of the time under this Licence are to be calculated as follows:
- (a) where an act is required to be done within a specified period after or from a specified date, the period begins on the day immediately after that date;
  - (b) where the period would include Christmas day, Good Friday, or a day which under the Interpretation Law (as revised) is a public general holiday in the Cayman Islands, that day is to be excluded from the calculation; and

- (c) where the period is expressed in terms of Business Days, any day that is a Saturday or Sunday is also to be excluded from the calculation.

#### **Condition 16: Licence and Regulatory Fees**

- 16.1** The Licensee must pay the applicable fees and charges in accordance with the Regulations. Such annual Licence & Regulatory Fees shall be payable in arrears in four equal (excepting the first such instalments) quarterly installments on the 31 March, 30 June, 30 September and 31 December in each year, commencing the first such instalment (pro-rated accordingly) on the 31 December 2018.
- 16.2** The Licence Fee is based on the assumption that any machinery, materials, equipment, trucks, fossil fuel, oil or lubricants (including transformer or switch oil) imported into the Islands for use exclusively in connection with the transformation, transmission or distribution of electric power as provided for under the terms of this Licence are allowed to be admitted free of import duty.
- 16.3** Without prejudice to any other remedies of OfReg under this Licence or the Applicable Legislation, if the Licensee fails to pay any amount due to OfReg under this Condition by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at three percentage points above the published base rate of local Class 'A' banks.

#### **Condition 17: Accounting records [Section 29 (2) of the Law]**

- 17.1** The Licensee and any related *Person* must maintain accounting records that comply with standards accepted in the United States of America, Canada or in the United Kingdom, or such other accounting standards as the Licensee may select with the Office's approval.
- 17.2** Within thirty (30) days of each quarter end, the Licensee shall submit to the Office unaudited detailed management financial accounts showing sufficient and relevant detail so as to allow for the Office to calculate and agree the amount of the prescribed licence and regulatory fees.
- 17.3** Within twenty-one (21) days of the end of each financial year the Licensee shall submit to the Office an interim return in the form set out in Part A of Schedule 5 to this Licence containing the particulars referred to in such form in relation to the operations of the Licensee during such financial year and stating the interim rate of return for that financial year as calculated in accordance with the formula set out in Part B of the said Schedule 5 (hereinafter referred to as the '**Interim Rate of Return**') together with the Licensee's unaudited internal management accounts for the financial year in question. No expense, amount for depreciation of any asset, item of inventory prepayment or sum of working capital shall be taken into account for the purposes of determining an Interim Rate of Return for any financial year under this Condition and Schedule unless such expense, amount, item, prepayment or sum has been reasonably and necessarily incurred, expended, made and employed in producing the operating revenues for that year and no item shall be included or allowed in such determination at any figure in excess of its true and fair market value in the closest, free and convenient continental market together with the costs and expenses of its transportation to and importation into the Cayman Islands. In the event of any conflict between the wording of this Licence and that of the formula set out in Schedule 5 the wording of Schedule 5 shall prevail.
- 17.4** On an annual basis within three (3) months of its financial year end, the Licensee shall

submit to the Office audited financial statements prepared in accordance with appropriate generally accepted accounting principles or otherwise as prescribed by regulations made hereunder.

#### **Condition 18: Reporting a change in circumstances**

**18.1** The Licensee must report to *OfReg*:

**18.1.1** if the Licensee is under external administration (receivership) as defined by the *Local Companies (Control) Law (2015 Revision)*, and the *Companies Management Law (2018 Revision)* within two (2) *business days* of such external administration occurring; or

**18.2** if the Licensee:

**18.2.1** experiences a change in the Licensee's corporate, financial or technical circumstances upon which this *Licence* was granted; and

**18.2.2** the change may materially affect the Licensee's ability to perform its obligations under this Licence, within ten (10) *business days* of the change occurring; or

**18.3** if the:

**18.3.1** Licensee's name;

**18.3.2** Licensee's Company registration number; or

**18.3.3** Licensee's address changes, within ten (10) *business days* of the change occurring.

#### **Condition 19: Provision of information [Schedule 9 of the Utility Regulation and Competition Law]**

**19.1** After receiving a request from the Office for Information that it requires or that it considers may be necessary to enable it to perform any functions given or transferred to it by or under any legislation or in pursuance of any requirements of the Law, the Licensee must give that Information to the Office when and in the form requested.

**19.2** The Office's power to request Information under this condition is additional to its power to call for Information under or pursuant to any other condition of this Licence.

**19.3** Where the Licensee provides Information to the Office in accordance with any other condition of this license, such provision will be presumed to be sufficient for the purposes of that condition unless the Office states by Notice to the Licensee that in its opinion such further Information as is specified in that Notice will be required to enable it to exercise functions under the condition in question.

#### **Condition 20: Information Access and Audit Rights**

**20.1** The Office, and any person duly authorised by the Office, shall be entitled during normal business hours and without notice, to enter any premises owned or occupied by or in the possession of the Licensee from time to time for the purpose of inspecting any books, records and accounts of the Licensee in regards to the Electricity Service Industry and the Licensee shall be obliged to fully co-operate and assist the Office for such purpose.

- 20.2** On notice and for reasonable cause given to the Licensee, the Office shall have the right to have a firm of independent chartered accountants conduct audits of the Licensee at the Licensee's expense.
- 20.3** The Office, its agent or any person duly authorised by the Office, shall at any reasonable time (except in the case of emergencies, in which case the agent or authorised officer shall be permitted to enter at any time) be allowed to carry out the following duties:
- (a) inspect and investigate the operation of the T&D System; and
  - (b) monitor the performance of the T&D System.

#### **Condition 21: Asset management system**

- 21.1** The Licensee must provide for an *Asset Management System* in respect of the Licensee's T&D Assets.
- 21.2** The Licensee must notify *OfReg* of the details of the *Asset Management System* within five (5) *business days* from the later of:
- 21.2.1** the *Commencement Date*; and
  - 21.2.2** the completion of construction of the Licensee's assets.
- 21.3** The Licensee must notify *OfReg* of any substantial change to the *Asset Management System* within ten (10) *business days* of such change.
- 21.4** The Licensee must provide *OfReg* with a report by an independent expert, acceptable to *OfReg*, as to the effectiveness of the *Asset Management System* not less than once in every period of twenty-four (24) months calculated from the *Commencement Date* (or any longer period that *OfReg* allows by *notice* in writing).
- 21.5** The Licensee must comply, and must require the Licensee's expert to comply, with *OfReg*'s standard audit guidelines.
- 21.6** The Licensee may seek a review of any of the requirements of *OfReg*'s standard audit guidelines dealing with the *Asset Management System* in accordance with Condition 14.1.
- 21.7** The review of the *Asset Management System* must be conducted by an independent expert approved by *OfReg*. If the Licensee fails to nominate an independent expert within one (1) month of the date that the review of the *Asset Management System* was due, or the independent expert nominated by the Licensee is rejected on two successive occasions by *OfReg*, *OfReg* may choose an independent expert to conduct the review of the *Asset Management System*.

#### **Condition 22: Individual Performance Standards**

- 22.1** Performance standards are contained in *Applicable Legislation*.
- 22.2** *OfReg* may prescribe *Individual Performance Standards* applying to the Licensee in respect of the Licensee's obligations under this Licence or the *Applicable Legislation*.
- 22.3** Before approving any *Individual Performance Standards* under this Condition, *OfReg* will:
- 22.3.1** provide the Licensee with a copy of the proposed *Individual Performance Standards*;

**22.3.2** allow fifteen (15) *business days* for the Licensee to make submissions on the proposed *Individual Performance Standards*; and

**22.3.3** take into consideration those submissions.

**22.4** Once approved by *OfReg*, the *Individual Performance Standards* are included as additional terms and conditions to this Licence.

**Condition 23: Performance Audit [Section 9 of the Law]**

**23.1** The Licensee must, unless otherwise notified in writing by *OfReg*, provide *OfReg* with a *Performance Audit* within twenty-four (24) months after the *Commencement Date*, and every twenty-four (24) months thereafter.

**23.2** The Licensee must comply, and must require the Licensee's auditor to comply, with *OfReg's* standard audit guidelines.

**23.3** The Licensee may seek a review of any of the requirements of *OfReg's* standard audit guidelines in accordance with Condition 14.1.

**23.4** The *Performance Audit* must be conducted by an independent auditor approved by *OfReg*. If the Licensee fails to nominate an auditor within one (1) month of the date that the *Performance Audit* was due, or the auditor nominated by the *Licensee* is rejected on two successive occasions by *OfReg*, *OfReg* may choose an independent auditor to conduct the *Performance Audit*.



## **Part III – Additional Licence Conditions**

### **Condition 24: Import Duty**

- 24.1** The Licensee will not pay customs duty on the importation of its materials, electrical and mechanical equipment fossil fuel, oil or lubricants (including transformer or switch oil) required to construct the T&D System or, in the event of catastrophic failure, to reinstate the T&D System. Customs duty at the rate of 15% will be charged on the importation by the Licensee into the Cayman Islands of all other goods not listed in Condition 16.2 to be used exclusively for the conduct and operation of the business of the Licensee in the Transmission and Distribution of electricity on Cayman Brac and Little Cayman. This rate of duty will continue at the 15% level until changed by the Cayman Islands government.

### **Condition 25: Engaging in Other Businesses and Outsourcing**

- 25.1** The Licensee may allow third parties (including a subsidiary) to utilise or have access to its facilities (e.g., space on its distribution poles, un-utilised real estate) on an arms-length basis, where this will allow the Licensee to utilise more fully or more efficiently the T&D Assets. The leasing or use of such assets would be offered subject to approval by the Office, which approval shall not be unreasonably withheld, but shall not be given if the Office is reasonably satisfied that such approval is not in the interests of Consumers. The Licensee shall not build its T&D Assets explicitly for the purpose of accommodating such non-electric uses.
- 25.2** The Licensee may utilise the services of third parties on an ongoing basis in the provision of T&D services (i.e. the Licensee may 'outsource' certain of its T&D functions). Procurement of such outsourced services shall be subject to the Office approval if they represent core and ongoing T&D functions, but not including temporary specialty support.

### **Condition 26: Communication**

- 26.1** The Licensee shall designate a person that will act as a primary contact with the Office on matters related to this Licence. The Licensee shall notify the Office promptly should the contact details change.

### **Condition 27: Environment**

- 27.1** The Licensee shall comply with all applicable environmental laws and shall, if so requested by OfReg, furnish a statement setting out the manner in which the Licensee proposes to comply with the duties imposed by environmental laws. The Licensee shall provide, if requested by OfReg, a report on its compliance with environmental laws and shall update such report as requested from time to time by OfReg. Environmental laws include those whose purpose is the protection of the environment including the protection of human health, flora, fauna and the eco systems on which they depend.

### **Condition 28: Force Majeure**

- 28.1** To the extent that the Licensee is prevented by Force Majeure from carrying out, in whole or part, its obligations under this License and the Licensee gives notice and details of the Force Majeure to the Office as soon as practicable, then the Licensee shall be excused from the performance of its specific obligations prevented by the Force Majeure conditions during the period for which the Force Majeure conditions apply. The Licensee shall take all reasonable and necessary steps to enable it to perform such obligations with all

reasonable dispatch after the period of Force Majeure.

### **Condition 29: Early Retirement of Assets**

- 29.1** The Licensee may retire assets early, provided that any decision to retire assets early shall be subject to the approval of the Office, which approval shall not be unreasonably withheld. On early retirement of assets, the Licensee shall be allowed to recover the net book value of all T&D Assets whether those assets are on its books at the effective date of the Licence or are additions to the Licensee's Base Rates during the term of the Licence. This financial recovery shall be independent of whether these assets are physically retired before the end of their book life based on an economic evaluation or any change in Cayman Islands government policy or regulatory action. Such recovery shall take place through the continued depreciation of such assets until the end of their book life.

### **Condition 30: Rates/Prices**

- 30.1** Subject as hereinafter appears, the Licensee shall be bound by and adhere to the tariff rates in force as at the date of signature of this Licence by both parties to this Licence and shall not increase the said rates or impose new rates without the prior written approval of the Office.
- 30.2** The Office may, on its own accord, initiate a price review of the Base Rates set forth in Schedule 4 should the Licensee procure or is reasonably able to procure the fossil fuel at a lower price.
- 30.3** Adjustments may be made in accordance with the provisions of this Condition when variations occur in the cost to the Licensee of fossil fuel used in the generation of electricity under this Licence. Within fifteen (15) days of the end of any month in which any such variation occurs, the Licensee shall determine the Fuel Adjustment Factor for that month in accordance with the formula set out in Schedule 3 of this Licence and give notice thereof to the Office together with evidence if requested by the Cayman Islands Government, of the purchase and consumption of fossil fuel during that month by means of:
- (a) copies of suppliers' invoices, certified correct by them; and,
  - (b) measurements of fossil fuel stocks made by employees of the Licensee by means of readings of meters, calibrated tapes or level indicating meters.

The Licensee shall reduce or increase (as the case may require) their charges for every kilowatt hour of electricity charged in any bill issued after the end of the month in which the Fuel Adjustment Factor is so determined by the amount of the Fuel Adjustment Factor until such time as another Fuel Adjustment Factor has been determined under this Condition.

For the purposes of this Condition, the cost of fossil fuel used in any month shall be determined on a 'first in, first out' basis and the volume thereof shall be determined by taking the total of all deliveries of fossil fuel received by the Licensee at their plants during the month and adjusting it for changes in the level of fossil fuel stocks at the beginning and the end of the month as measured by means of meters, calibrated tapes or level indicating meters. The Office reserves the right to witness the measurement of any monthly fossil fuel stocks.

- 30.4** The Licensee shall at all times maintain reserves of fossil fuel such that the Licensee shall be able to supply electricity for not less than twenty (20) days at a level equal to peak power demand.

**30.5** Immediately from the date hereof and thereafter not later than fifteen (15) days after the end of each calendar quarter the Licensee shall supply to the Office a report on the technical aspects of the Licensee's operations during that quarter which report shall include the following information:

- (a) installed generating capacity at the beginning and the end of the quarter;
- (b) capacity and commissioning date of any new generating plant installed during the quarter;
- (c) kilowatt hours of electricity generated in each month;
- (d) kilowatt hours of electricity sold in each month;
- (e) maximum peak fifteen-minute load generated in each month;
- (f) imperial gallons of fossil fuel consumed in each month;
- (g) total number of consumers at the end of each month divided into tariff categories.

### **Condition 31: Fair Competition**

**31.1** Subject only to the Licensee's exclusive rights as described in Condition 2.1 of this Licence, the Licensee shall:

**31.2** At all times manage and operate the Transmission and Distribution Business in a way that is calculated to ensure that it does not restrict, prevent, or distort competition in the supply of electricity and the generation of electricity.

**31.3** Comply with any direction issued by the Office for the purpose of preventing any practice or arrangement that has the object or effect of preventing, restricting or distorting such competition, and

**31.4** Ensure in carrying on its activities that Transmission and Distribution Business does not give any cross-subsidy to, receive any cross-subsidy from, any other of:

- (a) The Licensee; or
- (b) Any Affiliate or Related Undertaking of the Licensee.

### **Condition 32: Data Protection**

**32.1** The Licensee shall not make use of any data of any nature which becomes available to it directly or indirectly as a result of the Generation, Transmission and Distribution Business in any way which, in the reasonable opinion of the Office, would unduly prefer the interests of any business carried on by the Licensee or an Affiliate of the Licensee, or place other Electricity Generators and Suppliers at an unfair disadvantage.

**32.2** The Licensee shall undertake any and all relevant processes and activities for the purpose of reducing the risk, and subsequent impact and consequences, of any inaccurate or incomplete reporting, or any misreporting, of information to the Office.

**32.3** The Licensee shall:

- (a) comply with the provisions of any local data protection legislation as well as any international legislation that is applicable to the jurisdiction;
- (b) Carry out, whenever the Office directs, a risk assessment in accordance with such timescales as are specified by the Office;
- (c) If directed by the Office, procure an independent review of its data protection activities in accordance with such provisions and timescales as are specified by the Office;
- (d) Provide to the Office, in accordance with such provisions and timescales as are specified by the Office, reports that variously contain:
  - (i) the results of the Licensee's risk assessment;
  - (ii) a description of the data protection activities that the Licensee intends to undertake

concerning breaches; and

(iii) if required, the details and results of any independent review procured by the Licensee of its data protection activities.

**32.4** The Licensee shall have in place and maintain appropriate systems, processes, and procedures to enable it to perform its obligations under Condition 33.3.

**32.5** The Licensee must not, in respect of any relevant premises

(a) To which the electricity is supplied through an Electricity meter that forms part of a smart Electricity Meter system; and

(b) In respect of which the quantity of electricity supplied is measured by that Electricity Meter, obtain any electricity consumption data which relates to a period of less than one (1) month.

**32.6** Exceptions to the prohibition in Condition 32.5 are outlined below:

(a) The Licensee has submitted proposals to demonstrate to the satisfaction of the office that it can implement practices, procedures and systems which are designed to ensure that, so far as is reasonably practicable, the outcome described at Condition 32.7 is achieved;

(b) The Office has given approval to the Licensee to obtain, once it has implemented such practices, procedures and systems, Electricity consumption data which relates to any one or more periods of less than one (1) month; and

(c) The Licensee has implemented those practices, procedures and systems.

## **PART IV                      Transmission & Distribution**

### **Condition 33: Service Levels**

- 33.1** The Licensee shall develop and operate the Transmission and Distribution Business so as progressively to achieve service levels in line with international best practice and such other benchmarks as the Office may direct from time to time.
- 33.2** Without limiting the requirements of Condition 33.1, within six (6) months of the Licence Commencement Date the Licensee shall submit to the Office a plan setting out the target levels it will achieve in accordance with Condition 33.1 for the Transmission and Distribution Business (to be known as the "T&D Development Plan") and a service monitoring plan (to be known as the T&D Monitoring Plan") which provides for accurate measurement of each of the target levels set out in the T&D Development Plan, together, "The Plans".
- 33.3** The Plans will describe:
- 33.3.1** How actual performance will be monitored;
  - 33.3.2** The process for the collection and analysis of suitable data; and
  - 33.3.3** The procedures for internal review and performance improvement planning by the Licensee.
- 33.4** The Office may direct the Licensee to update and resubmit the Plans from time to time.
- 33.5** The Office may direct the Licensee as to matters to be included in the Plans and may amend or replace such direction from time to time.
- 33.6** The Office may include as a condition in this Licence the targets specified by the Licensee in the Plan and the Licensee shall be deemed to be in breach of its Licence if the target levels are not achieved.
- 33.7** Within thirty (30) days of the end of each six (6) month period during the Term, the Licensee shall provide the Office with a written report in a form required by the Office on its achievements under the Development Plans during the preceding six (6) month period, as set out in Condition 33.2.
- 33.8** The Licensee shall comply with any directions issued by the Office from time to time, regarding any other quality of service indicators and measurement methods for the Transmission and Distribution Business and shall, as and when required, supply the Office in a form specified by the Office, the results of its measurements of actual performance against any quality of service indicators and measurements so specified, and the Office may publish or require publication of such information as the Office considers appropriate.
- 33.9** The Licensee shall ensure the accuracy and reliability of any systems, equipment, data or procedures which the Licensee uses to measure or to track the provision of the Transmission and Distribution Business or for the calculation of related charges.

#### **Condition 34: Emergency Management Plan**

- 34.1** The Licensee shall submit to the Office for its records, and adopt an emergency preparedness and business continuity plan that specifies how the Licensee prepares for, handles and recovers from emergencies and business interruptions.

#### **Condition 35: Powers of Licensee**

- 35.1** Save as set out in this Licence, the Licensee shall discharge its obligations and perform the duties imposed or authorised under the Laws, and shall enjoy the rights and exercise all powers conferred by such legislation on Licensees authorised to supply electricity.
- 35.2** The Licensee shall have the right to enter and inspect any premises holding electrical equipment or the electrical equipment within the area defined in this Licence where any danger to property or person is observed and may disconnect any main supply until satisfied that the danger has been removed.
- 35.3** Subject to the provisions of the Development and Planning Law (2017 Revision) as amended and any other provisions of any Law from time to time existing where such provisions are applicable, the Licensee may enter upon any public or private, land and there cut traces, install mains, poles, wires or associated equipment and control vegetation by the uprooting, felling or lopping of trees and shrubs;
- 35.4** Provided that:
- 35.4.1** In the case of public land, the consent of Cabinet is first obtained in that behalf and the Licensee complies with such terms and conditions as Cabinet sees fit to impose; or
- 35.4.2** In the case of private land, the Licensee obtains a licence upon such terms as may be mutually agreed from any person whose interest in the said land is thereby affected.
- 35.4.3** Provided further that where the Licensee and any interested party are unable to reach agreement for the purpose of Condition 35.4.2 above the dispute shall be submitted the URCL dispute resolution process, or to arbitration under the Arbitration Law, 2012 and the award of the Arbitrator or Umpire, as the case may be, shall be final and binding upon the parties.
- 35.4.4** If in 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 a condition as they were before such disturbance.

# **PART V – Technical Conditions**

## **Condition 36: Compliance with Technical and Operational Codes**

- 36.1** The Licensee shall comply with the provisions of any approved T&D system planning and reliability standards, and the existing technical and operational codes insofar as applicable to it with such modifications as the Office may direct.
- 36.2** The Office may, following consultation with the Licensee (and, in relevant circumstances, any stakeholders liable to be materially affected thereby and such other parties as the Office shall consider appropriate), issue directions relieving the Licensee of its obligation under Condition 36.1 in respect of such parts of any approved technical and operational codes to such extent as may be specified in those directions.
- 36.3** The Licensee shall plan and operate its T&D System to ensure that, subject to the availability of adequate power of appropriate quality, the system is capable of providing Consumers with a safe, reliable and efficient supply of electricity. In particular, the Licensee shall:
- 36.3.1** Plan and develop its T&D System in accordance with the T&D system planning and reliability standards together with the T&D Code as approved by the Office; and
- 36.3.2** Operate the Licensee's T&D System in accordance with the T&D System operating standards together with the T&D Code as approved by the Office.
- 36.4** Save as hereinafter provided, the Licensee shall plan for, service, and extend service to, any location and to any person in the Licence Area who applies to the Licensee for the supply of electricity without discrimination against or preference to any Person.
- 36.5** The Licensee shall maintain its T&D System and provide service to Consumers as part of its T&D business.
- 36.6** The Licensee shall, within sixty (60) days of the end of each financial year, submit to the Office a report indicating the performance of the Licensee's T&D System during the previous financial year. The Licensee shall, if required by the Office, publish a summary of the report in a manner approved by the Office.
- 36.7** The Licensee shall conduct its T&D business in the manner which it reasonably considers to be best calculated to achieve the T&D System operating standards in connection with provision of supply services and the promotion of the efficient use of electricity by Consumers.
- 36.8** The Licensee shall not sell, or otherwise provide, electricity to any Person other than in accordance with this Licence.
- 36.9** The Licensee shall provide backup electricity supply, stand by connection and Interconnection to any Person requiring such service in accordance with the provisions of the Law. Such backup service shall be provided at rates proposed by the Licensee and approved by the Office.
- 36.10** The Licensee shall supply annually, information to the Office as to the means by which it proposes to achieve the T&D operating standards and other standards referred to in this Condition 36.

### **Condition 37: Economic Purchasing of Goods, Assets and Services**

- 37.1** In contracting or arranging for the provision of goods, assets and services required to enable the Licensee to conduct the Transmission and Distribution business, the Licensee shall purchase or otherwise acquire such goods, assets and services from the most economical sources available to it, having regard to the quantity and nature of the goods, assets and services required to enable it to discharge its obligations under the Law and this Licence and to the diversity, number and reliability of such goods, assets and services at that time available for purchase or other acquisition.
- 37.2** Any contracts or arrangements for the purchase of goods, assets or services from an Affiliate or a related person shall be on arm's length terms.

### **Condition 38: Connection to the Transmission and Distribution System – Requirement to Offer Terms and Conditions**

**38.1** The Licensee shall subject to Conditions 38.3 and 38.4:

- (a) Offer to enter into an agreement to provide a connection to the T&D System with any Generator who has made an application for connection to the T&D System; and
- (b) Offer to enter into an agreement for the modification of a connection to the T&D System with any Generator who has made an application for modification of a connection to the T&D System.

**38.2** The Licensee shall offer terms and conditions for an agreement in accordance with Condition 38.1 as soon as practicable and, in any event, not more than three (3) months after receipt by the Licensee of an application containing all such information as the Licensee may reasonably require for the purposes of formulating the terms and conditions of its offer.

**38.3** The Licensee shall not be obliged pursuant to this requirement to offer to enter into any agreement where it has demonstrated to the Office that, by reason of the capacity of the T&D System and the use made or reasonably expected to be made of it, the Licensee would be required to expand or reinforce the capacity of the T&D System and where it would not, having regard to all the circumstances, be in the public interest for the Licensee to undertake such expansion or reinforcement.

**38.4** The Licensee shall not enter into any agreement with any Generator if to do so would be likely to involve the Licensee:

- (a) In breach of any approved technical or operational codes; or
- (b) In breach of the Law or any regulations made under the Law; or
- (c) In breach of any enactment relating to safety or standards applicable to the T&D System; or
- (d) In breach of the Conditions.

**38.5** Where the Licensee refuses to enter into an agreement with any Generator in accordance with Conditions 38.3 and 38.4, the Licensee shall as soon as practicable and, in any event, not more than one (1) month after receipt by the Licensee of an application from that Generator, notify that Generator of the refusal, specifying the reasons for refusal.



### **Condition 39: Basis of Charges for Connection to and Use of the Transmission and Distribution System**

- 39.1** The Licensee shall, as soon as practicable and, in any event, within six (6) months after this Licence has come into force, prepare a statement in a form approved by the Office setting out the basis upon which the charges for connection to and use of the T&D System in respect of generation and supply will be made.
- 39.2** The Licensee may periodically review and amend the information set out in and, with the approval of the Office, alter the form of the statement prepared in accordance with Condition 39.1 and shall, at least once in every year this Licence is in force, and at such other times as the Office may direct, review and amend such statement in order that the information set out in the statement shall continue to be accurate in all material aspects.
- 39.3** Following the preparation of the statement pursuant to Condition 39.1 and any review pursuant to Condition 39.2, the Licensee shall send to the Office:
- (a) A copy of the statement and report on the outcome of any review as the case may be;
  - (b) Any proposed revisions to the statement from time to time as the Licensee reasonably thinks necessary; and
  - (c) Any other information that the Office may request in relation to the statement or review.
- 39.4** Having considered the information provided pursuant to Condition 39.3 and such other information as the Office considers appropriate, the Office may direct the Licensee to change any matters in the statement and the Licensee shall comply with such directions.
- 39.5** The Licensee shall give or send a copy of the statement prepared in accordance with Condition 39.1 or (as the case may be) of the latest revision of such statement in accordance with Condition 39.2 to any Generator who requests a copy of such statement.
- 39.6** The Licensee may make a charge for any statement given or sent pursuant to Condition 39.5 of an amount reflecting the Licensee's reasonable costs of providing such a statement which shall not exceed the maximum amount specified in directions issued by the Office from time to time for the purposes of this Condition.

### **Condition 40: Provision of Information to other Licensees**

- 40.1** The Licensee shall furnish to generation licensees, in such manner and at such times as may be reasonably required, such information as may be reasonably required by those licensees in order to ensure the secure and efficient operation, coordinated development and inter-operability of the electricity network.

### **Condition 41: System Capacity**

- 41.1** The Licensee shall, on an annual basis, prepare and publish a statement, in a form approved by the Office, showing, in respect of each of the five (5) succeeding financial years, circuit capacity, forecast power flows and loading on each part of the T&D System and fault levels for each transmission and distribution node, together with:
- (a) Information on the status of Transmission and Distribution capacity and the anticipated future requirements of Transmission and Distribution capacity;

(b) A commentary prepared by the Licensee indicating the Licensee's views as to those parts of the sT&D System most suited to new connections; and

(c) Such other matters as shall be specified in directions issued by the Office from time to time for the purposes of this Condition;

**41.2** The Office may, upon application of the Licensee, relieve the Licensee from the obligation to prepare any such statement in respect of any period and any part or parts of the T&D System specified in directions issued to the Licensee by the Office from time to time for the purposes of this Condition.

**41.3** The Licensee may, with the prior agreement of the Office, omit from any such statement (excluding the copy provided to the Office) any details as to circuit capacity, power flows, loading or other information, disclosure of which would, in the view of the Office, seriously and prejudicially affect the commercial interest of the Licensee or any third party.

**41.4** The Licensee may periodically revise the information set out in and, with the approval of the Office, alter the form of statement prepared in accordance with condition 41.1 and shall, at least once in every year this Licence is in force, and at such other intervals, as the Office may direct, revise and republish such statement in order that the information set out in the statement shall continue to be accurate in all material respects.

**41.5** The Licensee shall send a copy of the statement prepared in accordance with Condition 41.1 and of each revision of such statement in accordance with Condition 41.3 to the Office and the Office may direct the Licensee to change any matters in the statement and the Licensee shall comply with such directions.

**41.6** The Licensee shall:

(a) Give or send a copy of the statement prepared in accordance with Condition 41.1 or (as the case may be) of the latest revision of such statement in accordance with condition 41.3 approved by the Office pursuant to such Condition to any person who request a copy of such statement; and

(b) At the same time, make this information available generally by way of the Licensee's website.

**41.7** The Licensee may make a charge for any statement given or sent pursuant to condition 41.1(b) of an amount reflecting the Licensee's reasonable costs of providing such a statement which shall not exceed the maximum amount specified in directions issued by the Office from time to time for the purposes of this Condition.

## **Condition 42: Security and Safety of Supply**

**42.1** The Licensee shall make arrangements to keep each of its Consumers informed of the postal address and telephone number of an enquiry services established and operated for the purposes of receiving reports from any person about any matter or incident that:

(a) Causes danger or requires urgent attention, or is likely to cause danger or require urgent attention, in relation to the supply or supply of Electricity; or

(b) Affects or is likely to affect the security, availability or quality of service of the Licensee's supply system through which the relevant Consumer is supplied with Electricity.

**42.2** The enquiry service referred to at Condition 42.1 must be:

- (a) provided without charge to the Consumer;
- (b) available to receive and process telephone reports and enquiries at all times on every day of each year; and
- (c) operational no later than such date as the Office shall specify.

**42.3** The Licensee may discharge the duty imposed by Condition 42.1 by providing the requisite information to each of its Consumers:

- (a) on the occasion of the Consumer first commencing to take a supply from the Licensee; and thereafter
- (b) either:
  - (i) where bills or statements in respect of charges for the supply of Electricity are rendered to the Consumer, on a quarterly basis (it being sufficient that the information is included on or with any bill or statement); or
  - (ii) in any other case, on an annual basis;

and by publishing such information in such manner as will, in the opinion of the Licensee, secure adequate publicity for it.

**42.4** The Licensee shall, in so far as is practicable, take steps to inform each of its Consumers of any change to the address or telephone number of the service referred to at Condition 42.1 prior to such change becoming effective.

### **Condition 43: Consumer Protection**

**43.1** The following Codes, and Guidelines will be adhered to by the Licensee:

- a) Consumer Protection Regulations (Energy and Utilities Sector);
- b) Customer Service Code; and
- c) Outage Reporting Guidelines

### **Condition 44: Joint Use of Poles**

**44.1** The Licensee may enter into any arrangement or contract for the joint use of poles with television (TV) companies or telecommunications service providers so long as such use shall not contravene any other law or violate any safety code or, in the sole opinion of the Licensee, provide an unsafe working condition for the Licensee's employees. Such arrangements or contracts must be deposited with the Office.

**44.2** The Licensee shall publish a code of practice for use by TV companies and telecommunications service providers, setting out the procedures that are in place for management of these joint-pole arrangements and the standards for use of its poles by these companies. A copy of this code of practice, along with the scale of charges that may be in effect for the time being must be deposited with the Office.

**44.3** The prices which the TV companies and telecommunications service providers are charged by the Licensee for attachments to its poles shall be fair and reasonable and subject to



# Schedule 1 – Deposits

## HOUSES

|                |          |
|----------------|----------|
| CAYMANIANS     | \$100.00 |
| NON-CAYMANIANS | \$150.00 |

## APARTMENTS/CONDOMINIUMS

|                |          |
|----------------|----------|
| CAYMANIANS     | \$150.00 |
| NON-CAYMANIANS | \$300.00 |

|               |                   |
|---------------|-------------------|
| <b>HOTELS</b> | <b>\$1,000.00</b> |
|---------------|-------------------|

|                              |                 |
|------------------------------|-----------------|
| <b>EACH ADDITIONAL METER</b> | <b>\$500.00</b> |
|------------------------------|-----------------|

## **Schedule 2 – Licence Area Plans**

The “Licence Area” is the islands of Cayman Brac and Little Cayman.

# Schedule 3 – Fuel Adjustment Formula

When only one grade of fossil fuel is used the calculation shall be as follows:-

$$\frac{A - B \times 100 \text{ Cents}}{C} \quad (\text{rounded to nearest one hundredth of a cent}):$$

|            |                                                                                                                                                                                                 |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A =</b> | Total cost in Cayman Islands Currency of the fossil fuel actually used by the Licensee during the relevant month of its plants in generating electricity under the Licence.                     |
| <b>B =</b> | The base cost in Cayman Islands Currency being the number of imperial gallons of fossil fuel used in such month for generating electricity multiplied by the base fossil fuel price per gallon. |
| <b>C =</b> | The kilowatt hours of electricity actually sold by the Licensee during such month.                                                                                                              |
|            | The base cost of fossil fuel is 90.75 cents per imperial gallon for the period of the Licence until it is changed.                                                                              |

Where two grades of fossil fuel are used the calculation shall be as follows:

$$(D - E) + (G - H) = J \text{ where:-}$$

|            |                                                                                                                                                                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>D =</b> | Total cost in Cayman Islands Currency of the lighter class of fossil fuel actually used by Licensees during the relevant month in its plants in generating electricity under the Licence.                                                             |
| <b>E =</b> | The base cost in Cayman Islands Currency being the number of imperial gallons of the lighter class of fossil fuel used in such month for the generation of electricity multiplied by the base price per imperial gallon for this type of fossil fuel. |
| <b>G =</b> | Total cost in Cayman Islands Currency of the heavier class of fossil fuel actually used by the Licensee during the relevant month in its plants in generating electricity under the Licence.                                                          |
| <b>H =</b> | The base cost in Cayman Islands Currency being the number of imperial gallons of the heavier class of fossil fuel used in such month for the generation of electricity multiplied by the base price per imperial gallon for this type of fossil fuel. |
| <b>J =</b> | The cost difference in Cayman Islands currency of fossil fuel above the base cost.                                                                                                                                                                    |
|            | The fossil fuel cost adjustment per kilowatt-hour is the cost difference J divided by the total kilowatt-hours sold by the Licensee during the month under review.                                                                                    |
|            | If two or more grades of fossil fuel are used the same methodology shall apply as is outlined above for two grades.                                                                                                                                   |

# Schedule 4 - Rates

## RATE ONE – BILLING SCHEDULE

|                |           | Cayman Brac    |                 | Little Cayman  |                 |
|----------------|-----------|----------------|-----------------|----------------|-----------------|
|                |           | Former Licence | Current Licence | Former Licence | Current Licence |
| Minimum Charge | Per Month | \$5.25         |                 | \$5.75         |                 |
| First 100KWH   | Per Month | \$0.242        |                 | \$0.288        |                 |
| Next 400 KWH   | Per Month | \$0.219        |                 | \$0.263        |                 |
| Next 1500 KWH  | Per Month | \$0.207        |                 | \$0.238        |                 |
| Next 6000 KWH  | Per Month | \$0.196        |                 | \$0.213        |                 |
| Next 8000 KWH  | Per Month | \$0.173        |                 | \$0.188        |                 |

## RATE THREE – BILLING SCHEDULE

This rate is applicable to large Consumers whose monthly consumption exceeds\* 8,000 KWHS.

The unit charge per KWH on this rate is 0.173 cents per KWH with a minimum charge N/A per month.

Any Consumer contracting for Rate Three will be charged the monthly Rate One, should the consumption fall below the level of 8,000 KWHS per month.

This rate will become effective only on letter of application by the Consumer, and on such application being approved by Cayman Brac Power and Light Co., in writing, the contract so agreed will be effective from the next billing period after such approval of application.

Ninety days' (90) notice of cancellation of contract must be given by the Consumer to the Licensee, and the rate so quoted below will be subject to variation from time to time, such variation being approved by OfReg and implemented in the next effective billing period after such approval of variation.

A force majeure\* clause will be effective for the term of such agreement.

Minimum charge monthly \$ Applicable Rate One

Over 8,000 KWHS per month 0.173 cents per KWH



# Schedule 5

## PART A

### INTERIM RETURN

(Under Condition 17 of the Licence)

PARTICULARS IN RESPECT OF FINANCIAL YEAR ENDING .....

(ALL amounts to be expressed in Cayman Islands currency and given to nearest dollar).

1. TOTAL REVENUE FROM BILLINGS FOR ELECTRICITY CONSUMED

2. TOTAL OPERATING EXPENSES DIVIDED BETWEEN:

(a) Generation expenses

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(b) General and Administration expenses showing Director's remuneration and expenses as a separate item

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(c) Customer service and promotion expenses

---

(d) Distribution expenses

---

(e) Maintenance

---

(f) Interest in excess of                      percent on moneys borrowed

---

(g) Any tax or imposition of any kind imposed by the Cayman Islands Government or any of its statutory authorities.

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3. TOTAL DEPRECIATION CHARGED OR FIVE PER CENTUM OF THE HISTORICAL COST OF THE LICENSEE'S PHYSICAL ASSETS WHICHEVER BE THE LESSER (Depreciation provision may not be included if it does not accord with generally accepted accounting principles).

4. OPERATING INCOME (being item 1 less the total of items 2 and 3 above)

---

5. FIXED PHYSICAL ASSETS VALUED AT HISTORICAL COST EMPLOYED BY THE LICENSEE AT THE BEGINNING AND END OF THE FINANCIAL YEAR INCLUDING ELECTRIC PLANT IN SERVICE CAPABLE OF SUPPLYING AT LEAST 80% OF MAXIMUM INITIAL INSTALLED RATED CAPACITY LESS AMOUNT OF TOTAL ACCUMULATED DEPRECIATION.

(a) Beginning of year

---

(b) End of year

---

Allowable value shall be the average of (a) and (b).

No amount for interest on borrowings, amortisation, goodwill or franchise costs will be allowed as expenses in determining operating income.

Construction work in progress is not included in net plant.

6. ALLOWABLE INVENTORY (i.e. allowable material and stock plus allowable fossil fuel defined in this item).

(1) All material and stock used in the operation of the undertaking excluding fossil fuel.

(a) Beginning of year

---

(b) End of year

---

Allowable material and stock inventory shall be the average of (a) and (b). Provided that in the event of such average exceeding an amount equivalent to 12<sup>1/2</sup>% of the value of the annual average of the gross fixed assets the latter amount only is allowable.

(2) Allowable value of fossil fuel stock being fossil fuel stock calculated in accordance with the formula

A = maximum monthly fossil fuel consumption during the year expressed in Imperial Gallons

B = average price paid per Imperial Gallon for the fossil fuel consumed for the generation of electricity under the Licence during the year.

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\$ \_\_\_\_\_ allowable value of fuel oil stock.

7. PREPAYMENTS AND DEPOSITS

Beginning of year balance

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End of year balance

---

Allowable prepayments and deposits, i.e. the average of (a) and (b) or 1<sup>1/2</sup>% of the average net fixed assets whichever be the lesser.

---

8. ALLOWABLE CASH WORKING CAPITAL

One eight of the total operating expenses (as listed in Paragraph 2)

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9. INTERIM RATE OF RETURN

For the year calculated in accordance with the formula set out in Part B of Schedule 5 to the Licence

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I CERTIFY TO THE BEST OF MY KNOWLEDGE, THESE PARTICULARS TO BE CORRECT.

---

MANAGING DIRECTOR OR SECRETARY  
CAYMAN BRAC POWER AND LIGHT CO.

## **PART B**

### **RATE OF RETURN FORMULA**

(Under Condition 17 of the Licence)

Rate of Return equals –

Operating income as per Item 4 of the Interim Return x 100%

Over Rate Base

Where

- (a) THE RATE BASE EQUALS AN AVERAGE OF THE BEGINNING AND END OF YEAR BALANCE OF ASSETS AS PER ITEM 5 (a) AND (b) OF THE INTERIM RETURN PLUS WORKING CAPITAL
- (b) WORKING CAPITAL EQUALS ALLOWABLE INVENTORY PLUS ALLOWABLE PREPAYMENTS PLUS ALLOWABLE CASH WORKING CAPITAL AS PER ITEMS 6, 7 AND 8 OF THE INTERIM RETURN.

| Amendment Record Sheet |                          |
|------------------------|--------------------------|
| Version Date           | Description of Amendment |
|                        |                          |
|                        |                          |
|                        |                          |
|                        |                          |

