

FIFTH SCHEDULE MEASUREMENT AND RECORDING OF ENERGY CONSUMPTION

1. Measurement of Delivered Energy

Measurement of delivered energy and consumed by ORMECO shall be undertaken at the Delivery Point, as indicated in the Single Line Diagram forming part of this Agreement.

2. Recording of Capability to Produce Electricity

- 2.1.** WINNING BIDDER will record the hourly dispatchable capacity of its Units.
- 2.2.** If WINNING BIDDER fails to achieve the Guaranteed Dependable Capacity for a given hour then the reason for the non-achievement shall be noted and the corresponding difference between the actual output and the Guaranteed Dependable Capacity shall be recorded.
- 2.3.** Where the noted reason for the non-achievement or incapability as described in the item 2.2 is due to a cause for which WINNING BIDDER is responsible and in order to determine the corresponding liability of WINNING BIDDER, each reduction in rated output during the affected Billing Period shall be converted to its energy equivalent by computing for the average-to-contracted-capacity ratio and multiplying this ratio to the monthly contracted energy. The calculated energy shall be used as the multiplier for CRF and FOMF.
- 2.4.** For the avoidance of doubt, but not by way of limitations, causes for which the WINNING BIDDER is responsible as referred to in item 2.3 shall not include loss of capability to produce electricity caused by Force Majeure as defined in Clause 13 of this Agreement.

3. Meter Locations

The meter locations and the Delivery Points which shall be used to record the delivered energy shall be mutually agreed upon by the Parties.

4. Meter Reading and Verification

In order to verify the quantity of energy delivered by WINNING BIDDER to ORMECO in each Billing Period, the Parties, on the 25th day of each month at a scheduled time, shall take a photograph of the energy meters at each Delivery Point with the presence of representatives from the NPC for the UCME Subsidy. A Certificate of Delivered Energy, containing the energy quantity, shall be issued to WINNING BIDDER.

If either Party shall not be present at the relevant Meter(s) at the agreed time, the photograph shall be taken by the Party present and the result thereof shall be binding except, as follows:

- (i) If ORMECO has not participated in the meter reading, ORMECO may, within five (5) days of the receipt of the Billing Statement, request verification of the meter reading in writing to WINNING BIDDER.
- (ii) If ORMECO requests for verification of the meter reading, WINNING BIDDER shall provide a legible copy of the photograph within five (5) days upon receipt of the request. The request for verification will neither delay nor extend the Payment Date. However, if WINNING BIDDER failed to provide a legible copy of the photograph within five (5) days, then the Payment Date will be extended for each day the WINNING BIDDER is late in delivery.

5. Meter Ownership and Maintenance

WINNING BIDDER shall own and maintain, as part of the Interconnection Facilities, meters, and related equipment to be used for the measurement of capacity and energy. For the purpose of monitoring operation, ORMECO may, at its own expense, install additional metering devices.

6. Testing of Meters

The Meters, installed pursuant to this Agreement, shall be tested by ERC, at the expense of WINNING BIDDER, every six (6) months. ORMECO and NPC has the right to be present at the Testing of Meters. WINNING BIDDER shall give ORMECO and NPC notice of its testing not less than seven (7) days prior to the date of testing. Additional testing may be conducted at any reasonable time upon the request of either Party.

Meter(s) found to be inaccurate shall be replaced by WINNING BIDDER such that the accuracy of said equipment shall be with $\pm 0.5\%$. Adjustments for meter inaccuracy shall cover only the current Billing Period and the Billing Period immediately preceding.