SCHEDULE 2

REGISTRATION FORM FOR ISOLATED MESH-GRIDS
(Pursuant to section 2 (1) (k) of the Kogi State electricity Law, 2024)

IMPORTANT NOTES: Your Registration is incomplete unless all required documents are submitted.

The Commission reserves the right to verify the accuracy of this information.

In compliance with the Kogi State Electricity Law, 2024, I am herewith certifying that I [NAME], _____, hereby apply to Register [Off-grid system/ Portfolio of Off-grid system] below/up to 50KW pursuant S.7 or S. 8 (1) (a) of the Mesh-Grid Regulation.

1.0 PARTICULARS OF APPLICANT AND CONTACT PERSON

Name of Applicant: _____

Physical address: _____

Postal address: _____

Tel: _____

Mobile Phone: _____

E-mail: _____

Website Address: _____

Name of Contact Person:_____

Mobile Phone of Contact Person:_____

E-mail of Contact Person:_____

2.0 LEGAL STATUS OF APPLICANT

2.1 Indicate the legal status of Applicant (Tick relevant option)

A. Sole Proprietorship
B. Partnership
C. Public Limited Liability Company
D. Private Limited Liability Company
E. Cooperative Society

F. Incorporated Trustee
G. Other (please specify)

(Attach Certificate of Registration, Certificate of Incorporation, Memorandum and Articles of Association, Deed of Partnership, Deed of Trust, as applicable)

3.0 NATURE OF APPLICATION

3.1 State whether the Application is a fresh Application or a Renewal

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3.2 Existing Permit/Licence/Tripartite Agreement
Does the Applicant have an existing Permit/Licence/Tripartite Agreement issued by the Commission for other systems?

If yes, state the nature of the Permit/Licence/Tripartite Agreement, date issued, and the Permit/Licence/Tripartite Agreement number.

3.3 Refusal, Suspension or Cancellation of Permit/Licence/Tripartite Agreement
Has the Applicant ever been refused a Permit/Licence/Tripartite Agreement or had its Permit/Licence/Tripartite Agreement suspended and/or cancelled by the Commission?

If yes, give details of the refusal, suspension, and/or cancellation.

4.0 MAIN BUSINESS ACTIVITIES OF APPLICANT

Please indicate the main business activities the Applicant is currently engaged in.

5.0 DESCRIPTION OF PROJECT

5.1 Site of the Mesh-Grid (State, Local Government Area, Ward, Village)

Project	State	Local Government Area	Community	Ward
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

(Attach the title document to the land, relevant maps, and drawings)

5.2 Generation

	Generation Technology (Size in kW)						Storage (in kW)	Inverter (in kW)
Project	Solar	Wind	Hydro	Biomass	Diesel	Total		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

14								
15								
16								
17								
18								
19								
20								

Location of the Power Plant (geographical coordinates):

Project	**Latitude**	**Longitude**	**Is the Power Plant new? If not, please state the number of years the plant has been in operation**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

5.3 Distribution

	Length of distribution network (in meters)					**Type of lines**
Project	**Single Phase MV**	**Three Phase MV**	**Single Phase LV**	**Three Phase LV**	**Total**	
1						□ Overhead □ Underground
2						□ Overhead □ Underground
3						□ Overhead □ Underground
4						□ Overhead

						□ Underground
5						□ Overhead □ Underground
6						□ Overhead □ Underground
7						□ Overhead □ Underground
8						□ Overhead □ Underground
9						□ Overhead □ Underground
10						□ Overhead □ Underground
11						□ Overhead □ Underground
12						□ Overhead □ Underground
13						□ Overhead □ Underground
14						□ Overhead □ Underground
15						□ Overhead □ Underground
16						□ Overhead □ Underground
17						□ Overhead □ Underground
18						□ Overhead □ Underground
19						□ Overhead □ Underground
20						□ Overhead □ Underground

	Number of Poles				**Transformers**	
Project	**Cement**	**Wood**	**Other**	**Total**	**Rating (in kW)**	**Number**
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

5.4 Customers

	Number of customers					**Electricity sales (kWh/ year)**	**Comment**
Project	**Residential**	**Commercial**	**Industrial**	**Special**	**Total**		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

5.5 Revenue and Sources of Funding

Electricity tariff [NGN/kWh or flat rate per W]:_____

Share Capital contribution (specify foreign or local): _____

Loan capital (specify source and provide evidence):_____

Others (specify): _____

DECLARATION BY THE APPLICANT

The project is not unlawful or contrary to the interest of the Federal Republic of Nigeria, provisions of the Kogi State Electricity Law, and relevant KERC Regulations. I/we hereby declare that the details stated above are, to the best of my/our knowledge, true and correct.

Dated this _____ day of _____ 20____

THE COMMON SEAL OF THE WITHIN NAMED APPLICANT

(Name of Applicant)

Has hereunto been affixed in the presence of:

Sign:	Sign:
Name:	Name:
Designation:	Designation:

Sworn to this _____ day of _____ 20_____ at _____

BEFORE ME

_____

NOTARY PUBLIC/COMMISSIONER OF OATHS

ACCOMPANYING DOCUMENTATION

Please submit 2 hard copies and a soft copy of all supporting documents, including;

1. Agreement between the Community Representative and Mesh-Grid Operator, where applicable.
2. Power station layout drawings.
3. Map with the position of the power station and distribution network marked using indicators to distinguish single-phase and three-phase as well as medium-voltage networks.
4. Certified copy of Certificate of Incorporation, Memorandum and Articles of Association, Deed of Partnership or Deed of Trust, as applicable.
5. Certified copy of Certificate of Occupancy or Lease Agreement for Project Site.
6. Certified copy of Building Permit, where applicable.

7. Evidence of Distribution licensee's consent.
8. Filled Mesh-grid tariff model, where applicable

1.1 The [TECHNOLOGY FOR THE MESH-GRID] system, which supplies electricity at a low voltage to a distribution network, shall be used.

1.2 The Parties acknowledge that the decision as to who qualifies as a Qualified Customer to be supplied electricity is dependent on the technical design of the Mesh-grid system and the economic evaluation of the feasibility study already carried out by the Mesh-Grid Operator, with the full consent of the Community and the Community Power Committee ("**CPC**").

1.3 Where new components are to be integrated, this shall be mutually agreed and understood between the Parties.

1.4 The Parties acknowledge that -

a. The Mesh-Grid Operator is a [private and profit-oriented company], supplying electricity to either unserved or underserved communities and invest its own funds into projects to generate profits from the sale of electricity to customers; and

b. The Mesh-Grid Operator is committed to the provision and supply of a long-term and high-quality electricity service, which is contingent upon regular payments from customers.

1. LAND

4.1 The Parties shall jointly identify suitable land within the Community for the Mesh-grid project according to the criteria of the Mesh-Grid Operator;

4.2 The Community may at its own expense procure the land identified pursuant to Clause 4.1 above which may be leased to the Mesh-Grid Operator at no cost to the Mesh-Grid Operator or a nominal fee as may be agreed by both parties; and

4.3 The Community and the Mesh-Grid Operator shall execute a separate agreement for the lease arrangement in Clause 4.1 above.

2. DUTIES AND OBLIGATIONS OF THE PARTIES

5.1 Subject to the terms of this Agreement, the Mesh-Grid Operator shall:

a. During the Initial Term, carry out the project planning, acquire the necessary permissions to install, operate and maintain the energy system;

b. plan, design, procure, install, commission, operate and maintain the power station and the distribution network;

c. sell electricity generated to the customers who are deemed qualified pursuant to Clause 3.2 above ("**Qualified Customers"**);

d. provide reliable and satisfactory energy services to the Qualified Customers within the Community; and

e. carry out its operations in accordance with Good Industry Practice, Technical Codes and the standards and requirements set out in this Agreement.

3. Subject to the terms of this Agreement, the Community/Community Representatives shall:

6.1 ensure the prompt payment of their bills as stipulated in this Agreement and

6.2 ensure that the Community establishes a Community Power Committee ("**CPC**") to coordinate all electricity customers, to address enquiries, complaints and all other matters relating to electricity service.

4. **TARIFF**

Tariff Model and Tariff

7.1 The Parties acknowledge that:

a. the tariff will be calculated either by:

i. using the Mesh-grid tariff model and approved by the Commission; or

ii. in case of Registered Mesh-grids, by an agreement between the Registered Mesh-grid Operator and the Community/Community Representatives, with customers consuming not less than 60% of the electrical output of the Mesh-grid.

4.2 The Mesh-Grid Operator's goal is to offer the lowest possible tariffs to its customers based on efficient technology and operational practices.

4.3 The tariff is lower than the cost of alternative sources of energy currently being used by the Community

4.4 Based on Clauses 7 above, the Parties agree that the tariff shall be [XXXX] based on: [Insert the methodology adopted]

5. **Change in Tariffs**

8.1 The Parties agree that an inspection of accounts for the purpose of an adjustment of tariffs may be carried out by the Commission. This inspection may be initiated by the Community, the Mesh-Grid Operator, or by the Commission.

8.2 The Parties agree to give sufficient notice to each other where it intends to change its tariffs and apply to the Commission for an adjustment of tariff.

9. **METERS AND INDOOR INSTALLATIONS**

9.1 Energy meters with [Specification of Meters] shall be installed at each Qualified Customer's premises.

9.2 The financing method for the indoor installation packages shall be agreed between the Parties on a case-by-case basis with the consent of the Commission.

9.3 The payment of electricity shall be subject to the subscribed method of payment for each customer.

10. **COMMUNITY POWER COMMITTEE**

The Community/Community Representatives shall facilitate the establishment of a CPC, which may:

a. support the Mesh-Grid Operator in all Mesh-grid project-related activities that are not detrimental to the community;

b. assist in providing labor for the construction of the Mesh-grid project.

c. assist financially to cover the capital cost of some assets required for the Mesh-grid project.

d. assist in acquiring the necessary permits to install, operate and maintain the energy system.

e. convey and communicate the community's issues to the Mesh-grid operator and vice versa.

f. collect on behalf of the Mesh-grid operator fees for the electricity used for public lighting and transfer such fees collected to the Mesh-grid operator, where applicable;

g. take the necessary measures against theft or vandalism of

equipment; and

h. assist the Mesh-grid operator in identifying suitable personnel for power station guards, electricians, and locally based sales agents.

11. CHANGE IN LAW

11.1 If a change in law occurs which directly or indirectly severely affects a Party's rights and obligations under this Agreement, either of the Parties may, by written notification, require negotiations of an amendment to this Agreement on a best-efforts basis to restore the original economic balance between the Parties under this Agreement.

11.2 The following events shall always give right to such negotiations as stipulated in Clause10.1 above:

a. regulatory change which renders the activities encompasses by this Agreement illegal or impossible.

b. enforced/mandatory decrease in tariff.

11.3 an enforced/mandatory change in the legal and regulatory environment of the country of operation that prohibits the performance of the terms of this Agreement.

11.4 If no agreement has been reached by 60 days after the written notification was issued, both Parties shall have the right to terminate this Agreement.

11.5 If one Party learns that a Regulatory Change will occur or is likely to occur, that Party must notify the other Party promptly.

12. TERMINATION

12.1 The Agreement may terminate upon mutual agreement by the Parties.

12.2 With the consent of the Community, the Community Representatives may terminate this Agreement by giving 30 (thirty) days' written notice to the Mesh-Grid Operator where:

a. The Distribution licensee decides to re-integrate the Mesh-grid into the main-grid before the expiration of the Term;

b. The Mesh-Grid Operator's Permit expires and is not renewed within [30] days of the expiration or the Mesh-Grid Permit is cancelled by the Commission;

c. The Mesh-Grid Operator abandons the Project for a period of more than three [3] consecutive months;

d. The installation of the power system has not commenced within 12 months after the execution of this Agreement;

e. the Mesh-Grid Operator becomes unable to pay its debts (as defined by section 4 of the Bankruptcy Act 1979 and section 572 of the Companies and Allied Matters Act 2020) or makes any arrangement or composition with its creditors generally or has a receiver, manager, liquidator, adMeshstrator or trustee in bankruptcy appointed or suffers any event analogous to the foregoing in any jurisdiction;

f. the Mesh-grid Operator commits a breach of Clause 5.1 (c) and/or Clause 5.1.(d) and fails to remedy the breach within 14 days (or as agreed between the Parties) following receipt of the notice of breach executed by at least 50% of all the Qualified Customers within the Community.

12.3 The Mesh-grid Operator may terminate this Agreement by giving 30 (thirty) days written notice to the Community Representative if:

a. it decides not to pursue the Project;

b. the Community Representatives commits a breach of Clause 5.2 which has an adverse effect on the Project and fails to remedy this breach within 30 thirty days (or as agreed between the Parties) of receiving the notice of breach; and

c. there are repeated incidents of vandalism, thefts of electricity which endanger the financial viability of the Mesh-Grid Operator's energy supply and has an adverse effect on the Project.

12.4 Where termination occurs pursuant to Clause 11.3.1, the Mesh-Grid Operator shall undertake such restorations to the land and environment required to restore it back to good condition.

12.5 Upon termination, the Mesh-Grid Operator shall at its own cost remove the Mesh-Grid assets and infrastructure.

12.6 Upon the termination, the Mesh-grid operator shall notify the Commission and the Distribution licensee, in writing within fifteen (15) days of the termination and the reasons for the termination thereof.

13. NOTICES

13.1 All notices or other documents to be furnished by the Parties under or

in connection with this Agreement shall be written in English and sent to the addresses stated above and marked for the attention of the persons designated in this clause. Notices and other documents may be sent by hand delivery, registered post, courier, or email, provided that proceedings arising out of or in connection with this Agreement may not be served by email.

13.2 The addresses and contacts for the service of notices and other documents are as follows (or such other address or contacts as may be subsequently notified by the relevant Party in accordance with this clause):

If to Mesh-Grid Operator:

Attention:_____

Tel:_____

E-mail address:_____

If to Representative of Community Representative:

Attention:_____

Tel:_____

E-mail address:_____

Each Party shall notify the other in writing promptly of any change in the above address or contact person.

14. AMENDMENT

No amendments to this Agreement shall be effective unless it is in writing and signed by the Parties or their authorized representatives.

15. WAIVER

Save where expressly set out herein to the contrary, a waiver of any term or provision of this Agreement shall only be effective if given by a written instrument executed by the Party waiving the provision of this Agreement and no forbearance, indulgence or inaction by any Party at any time to require performance of any of the provisions of this Agreement nor any single or partial exercise of any such right shall, in any way, affect, depreciate or prejudice the right of such Party to require performance of that provision in the future.

16. COSTS

Each Party shall bear its own cost of or in connection with the preparation, negotiation, and execution of this Agreement.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute the same instrument.

18. SEVERABILITY

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the Meshmum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. CONFIDENTIAL INFORMATION

19.1 A Party shall not intentionally disclose or allow to be disclosed to any third party any Confidential Information concerning the other Parties or any information obtained under this Agreement, and in furtherance of the execution of the Mesh-grid project, unless:

a. The disclosure is expressly assented to in writing by the Party to which the Confidential Information belongs;
b. The disclosure is subject to a legal obligation of disclosure,

19.2 Each Party, after consultation with the others, shall adopt reasonable procedures to preserve the Confidential Information of the other Parties.

19.3 No information shall constitute Confidential Information if:

a. The information is generic in nature, or has at the relevant time become public knowledge, or has been in the public domain, other than as a result of disclosure by the Parties or their representative;

b. The information has at the relevant time, already become in the possession of the Parties free from any obligation of confidentiality to either of the Parties or any other person and has not been acquired by any person in breach of any obligations of confidentiality;

c. the information is required to be disclosed by law or order of any court, tribunal, or agency of competent jurisdiction, or by any governmental body, department, or agency having jurisdiction on it, or by any equivalent laws or regulations of institutions or other equivalent authorities in jurisdictions outside Nigeria; or

d. The information is expressly stated in writing to be non-confidential.

20. CONFLICT OF INTEREST

The Parties to this Agreement declare that there is no existing conflict of interest that would affect their entry into this Agreement.

21. ENTIRE AGREEMENT

21.1 Each Party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this Agreement.

21.2 Nothing in this Clause 18 operates to limit or exclude any liability or fraud.

22. SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

23. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

24. Dispute Resolution

Except as otherwise provided in this Agreement, any dispute of whatever nature which may arise between all or any of the Parties out of or in connection with this Agreement shall be dealt with in accordance with the procedure set out in the Dispute Resolution Mechanism set out by the Commission.

IN WITNESS *whereof this Agreement was executed the day and year first above written.*

For **[DISTRIBUTION LICENSEE]**

Signed at ..... on this ..... day of ..... 20.....

By:

Name:

WITNESSES

1. _____

2. _____

For **[MESH-GRID OPERATOR]**

Signed at ..... on this ..... day of ..... 20.....

By:

Name:

WITNESSES

3. _____

4. _____

For **[CONNECTED COMMUNITY /REPRESENTATIVE OF CONNECTED COMMUNITY]**

Signed at ..... on this ..... day of ..... 20...

By:

Name:

WITNESSES

1. _____

2. _____

NOTARY PUBLIC/COMMISSIONER OF OATHS

ACCOMPANYING DOCUMENTATION

Please submit 2 hard copies and a soft copy of all supporting documents, including;

1. Agreement between the Community Representative and Mesh-Grid Operator, where applicable.
2. Power station layout drawings.
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8. Filled Mesh-grid tariff model, where applicable