



GE - USA

Green Energy – USA
628 High Street
Steelton, Pennsylvania
17113-2105 USA



Green Energy Africa
Green Energy AFRICA
47-53 Rue Carnot Bp1686
Dakar, SENEGAL

Dakar le 16 September 2011

Minister Aida Mbodj

Ministère de la famille et des organisations féminines de la République du Sénégal

Re: SUPPLY OF SERVICES to PERFORM THE PLATFORM PROGRAM PROJECT

Supplier/Party:

GREEN ENERGY AFRICA 47-53 RUE CARNOT BP 1686 DAKAR SENEGAL

Pursuant to The Republic of Senegal { RoS } mandates, for comprehensive GREEN ENERGY AFRICA professional project services including objectives, procedures, identification of responsibilities, and associated Costs/Fees --this document shall serve, with honest transparent cooperation, when fully Executed, to satisfy the best interests of all Parties.

Client/Party:

Republic of Senegal, {RoS}, Ministère de la famille et des organisations féminines de la République du Sénégal located at
_____ DAKAR, Senegal

Minister Aida Mbodj, Ministère de la famille et des organisations féminines de la République du Sénégal {RoS/MFOF}.

Collectively: GE AFRICA & RoS/MFOF ---“The Parties”.

Supply of Services Background:

RoS/MFOF carries on Governmental business in the renewable energy sector. GE AFRICA undertakes as part of its business the provision of services in relation to installing photovoltaic solar arrays.

RoS/MFOF Hereby accepts Terms Herein, and Hereafter serving as binding AGREEMENT between Parties, for the Engagement and Granting exclusively to GE AFRICA of providing specific services to/for RoS/MFOF. GE AFRICA will provide such services based upon honest transparent relationships, per the Terms/Conditions herein stated At-Risk to GE AFRICA.

Operative Provisions:

Supply of the service – Qualifications of the Supplier

GE AFRICA shall provide the following service(s) to the RoS/MFOF, subject to this Agreements Terms outlined in DETAILS below.

GE AFRICA represents that it has all necessary capacity, qualifications, and if necessary sub-agents/vendors to complete RoS/MFOF requested/agreed the services.

Objective :

Implementing a solar photovoltaic retro-fit for the Platform Project replacing the current diesel generator power supply. The 100 sites for the Platform Program will be a baseline of performance and costs of each site. Green Energy AFRICA can perform additional site installation based on the cost of this initial targeted 100 site contract.

Work to be Performed:

SOLAR: 100 platform program sites will be electrified with 2.3 KW photo – voltaic solar systems. Each platform project site shall receive an average of (10) ten PV Solar Panels 225 w solar panels (depending on their demand) with inverters on each panel.

Quantity: 1,000- 225w PV Solar Panels

Green Energy USA

628 High St Steelton, PA 17113 Phone: +1- 717-674-4117 Fax: +717-939-9454

Quantity: 1,000- m215 en phase micro- inverters with remote monitoring capability

Quantity: 200 Two Hundred - Cellyte Extra Heavy-Duty gel filled/maintenance free batteries 20 hr. @ 200 amp hours, 12 V

Education/Training:

Train 100 maintenance technician through ABCEP (African board of certified energy practitioners)

Additional components and expenses:

Trenching, Racking, Additional wiring, Miscellaneous materials, Engineering costs, Shipping costs, Logistical costs, Transportation cost, Fuel cost, Management cost.

Details:

Train maintenance technicians through African Board of Certified Energy Practitioners (A.B.C.E.P.) for the proper PV Solar safety, installation and maintenance procedures to ensure longevity of new solar systems

Install PV Solar Panels 225 W Panels with en phase micro-inverters

Connect new wiring and connect into existing electrical equipment.

Install new wiring for branch circuits throughout classrooms.

Dig trenching for new circuits.

Wire all string circuits necessary.

Place bonding straps on all new panels that are being reattached.

Ensure proper grounding is in place for all sites.

Place and connect batteries, test and put PV array on line.

SCHEDULE OF PERFORMANCE

Calculate all Sites	5 July 2011
Signing of Contract	__August 2011
47%At-Risk Engagement Retainer Fee	__August 2011
Order panels and equipment	15 August 2011
Start A.B.C.E.P. training course	30 August 2011
Arrival of all necessary equipment	30 October 2011
Start Installation	15 November 2011
Completion of Project	18 August 2013

Schedule of Payment:

The TOTAL COST of the Platform Program is \$2,028,600.00usd

Due to the unique character, and social dimension of this project, GE AFRICA shall professionally coordinate, with the Republic of Senegal while they initiate a concessional plan to help the Republic of Senegal overcome the current energy crisis, thereafter allowing Green Energy AFRICA to then commence this project.

The Republic of Senegal shall tender to GE AFRICA via wire transfer good-funds {specific instructions provided} an Initial 47.00% At-Risk (Non-refundable) Engagement Retainer Fee of **\$953,442.00usd**.

Thereafter--the Entire Balance(s) due GE AFRICA shall be tendered by RoS/MFOF via Wire (instructions provided/acknowledged) transmission, on the Date(s) representing 6 months, from Initial acknowledged commencing Retainer payment, with Additional 6.00 % Interest sum(s) agreed, which shall satisfy individually/collectively All remaining RoS/MFOF fiscal obligations payments due GE AFRICA.

GREEN ENERGY AFRICA looks forward to the Republic of Senegal to have a third party international banking institution Ratify this Agreement, between GREEN ENERGY AFRICA and the REPUBLIC OF SENEGAL {RoS/MFOF}.

Payments shall be made per following schedule:

1st Fee: 47% At-Risk Engagement Retainer Fee of \$953,422.00usd Immediately due GEUSA upon execution of this __ August 2011 Agreement.

2nd payment due 1 February 2012, of \$278,944.14usd

3rd payment due 1 August 2012 of \$545,523.52usd

4th payment being due 1 February 2013 of \$278,944.14usd

5th payment due 1 August 2013 of \$274,821.81usd upon completion of the 100 Platform project sites.

Special Clauses:

If Green Energy USA completes Phase timeline prior to the scheduled date, the payment schedule will reflect the equivalent success of completed timeline necessary to maintain material and labor costs.

There is remote monitoring capability, however there will need to be cellular service obtained by owner to enable wireless monitoring access which is not provided under this agreement

***All tools and materials entering Senegal and used in necessity for performing

this scope of work will not be subject to taxation V.A.T., and all labor will not be subject to taxation V.A.T.***

Financial Benefits:

When the 100 sites are complete, the women of the targeted villages will have the sustainability of 24 hour electricity. The minimum approximate fuel cost savings will be \$900,000.00 (USD) the first year based on 200Kw of generation for 4 hours a day. Over a 20 year period with a 4% increase year over year a total of \$26,800,272.00 will be saved over the 20 years.

Environmental Benefits:

Estimated offsets from minimizing Diesel usage, reducing your carbon footprint from the following environmental offsets;

8,547,821 lbs of CO₂ – the leading greenhouse gas.

27,430 lbs of NO_x which creates smog.

24,831 lbs SO₂ Which causes acid rain.

1689 lbs of particulates that cause Asthma.

Carbon Offset equivalent to eliminating 13,908,157 miles driven in an average car

Carbon Offset equivalent to taking 45 cars off the road for 25 years

Carbon Offset equivalent to planting 73.2 acres of trees

Performance Guaranty & Warranty:

Solar Panels: The PV Solar Panels 225 w panels carry a 10 year 90% efficiency rating and a 25 year 80% efficiency rating. The PV Solar Panels will provide factory warranty on any faulty panels.

Inverters: The en phase energy M215 micro-inverter has a 25 year limited warranty.

Batteries: Full 3 year warranty with a 15 year service life.

Labor: Our quality labor will provide a 1 year warranty.

Qualifications:

Green Energy AFRICA

Proposal is based upon all work being accepted and done as one operation.

Exclusions:

GREEN ENERGY AFRICA excludes any hazardous materials or any abatement.

GREEN ENERGY AFRICA excludes performance and payment bonds.
GREEN ENERGY AFRICA excludes "Builders Risk Insurance" this must be provided by the owner.

As with any project there is always a possibility of latent defects, or defects that are not noticeable by any normal means of inspection.

If anything severe is found, it will be discussed with Minister Seck and his technical team, and a resolution will be found together.

GREEN ENERGY AFRICA will work diligently and cautiously along with maintaining a clean and safe work environment at all times.

***Proposal specifications override plans and or verbal notes. GREEN ENERGY AFRICA will perform work per proposal until both the contractor and customer sign revised proposal.
There will be no additional work done without the appropriate authorization.

***GREEN ENERGY AFRICA carries insurance as specified by our customer.
If a party of this contract fails to perform accordingly to its obligations hereunder ("the non-performing party"), the party claiming non-performance ("the claiming party") will send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have ten (10) days from the receipt of the notice to correct the items of non-performance. If these items have not been corrected within this ten (10) day period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day written notice of termination.

Customer agrees that it will not employ or contract with any individual or entity that is a GREEN ENERGY AFRICA employee or has been previously employed by GREEN ENERGY AFRICA for three hundred and sixty five (365) days after completion of this contract, without Green Energy AFRICA's written consent.

Assignment:

The terms of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.
GREEN ENERGY AFRICA shall have the unrestricted right to assign its interest under this Agreement to one (1) or more persons, partners, corporations, or other entities without having to obtain the written

consent of Ministère de la famille et des organisations féminines or the Republic of Senegal. If any party to whom GREEN ENERGY AFRICA assigns its rights under this Agreement fails to perform any of the conditions contained herein then GREEN ENERGY AFRICA shall not be responsible for performance of said condition(s).

Terms and payment:

In order to be placed on Green Energy AFRICA's schedule, Republic of Senegal will provide 47% Initial Fee, with all remainder of payments based on the PAYMENT SCHEDULE above at the rates stated above unless other written arrangements are made between Parties.

For each month that a/the invoice(s) is/are not paid a 1.50% penalty will be added to the owed invoice amount. This represents an annual rate of 18%.

The starting date of this contract Agreement will be initiated upon the confirmation of the Electronic Fund Transfer (E.F.T.) receipt of Initial Engagement funds wired, from the Republic of Senegal, and Received by/at Green Energy AFRICA bank account.

SPECIFIC USD Wire Instructions To Be Followed EXACTLY, are:

* Engaged relationships shall commence upon GE AFRICA Confirmation of 'good funds received', and support invoiced weekly. Fees are subject to change annually, effective January 1 of each year, based upon 30-day notice.

Dispute resolution procedure:

Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by Chamber of Commerce Senegal under the rules of UNCITRAL by 3 arbitrators appointed in accordance with the said rules.

The place of arbitration shall be the Chamber of Commerce Senegal.

The language of the arbitration shall be French for which the Supplier will be provided a French to English translator, and official transcript.

Applicable law:

United Nations International law shall apply to this contract/Agreement. GE AFRICA may at any time without notifying RoS/MFOF make any changes to the service(s) which are necessary to comply with any applicable Safety or other Statutory requirements, or which do not materially affect the nature or quality of the service(s).

Alterations:

RoS/MFOF may order additional services or ask for amendments/alterations of services already agreed with GE AFRICA, or give instructions to the GE AFRICA, which result in an amendment, alteration, reduction or extension of the services already agreed with GE AFRICA. In such case, the amended, altered, reduced or extended services must be expressly specified in an addendum to schedule 1, and the possible impact of RoS/MFOF orders or instructions on the fees and expenses to be paid to the GE AFRICA must be 'Expressly agreed by and between the Parties in an addendum to schedule performed'.

Payment of fees:

RoS/MFOF shall pay the fees and expenses agreed, as specified in TERMS AND PAYMENT and any additional sums which are agreed between The Parties, for the provision of the service or which, in the GEUSA sole discretion, are required as a result of the RoS/MFOF additional or amended instructions or lack of instructions, the inaccuracy or inappropriateness of any material provided by the Client or any other cause attributable to the RoS/MFOF.

GE AFRICA shall be entitled from the RoS/MFOF payment(s) following the agreed upon schedule in TERMS AND PAYMENT.

GE AFRICA standard charges and any additional sums payable shall be paid by the RoS/MFOF (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the GE AFRICA's invoice.

Late payment and interest:

If payment is not made on the due date set in Payment Schedule, GE AFRICA shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of [18] % per annum.

Warranties and liability:

GE AFRICA warrants to RoS/MFOF that the service will be provided using such care and skills as is customary for the provision of similar services on the RoS/MFOF market. The service will be provided in accordance with the specification agreed in Schedule of Performance. Where GE AFRICA supplies in connection with the provision of the service any goods supplied by a third party, GE AFRICA does not give

any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the RoS/MFOF the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to GE AFRICA.

GE AFRICA shall have no liability to RoS/MFOF for any loss, damage, costs, expenses or other claims for compensation arising from any material, instructions, or fraud supplied by RoS/MFOF which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of RoS/MFOF, provided GE AFRICA has duly notified RoS/MFOF within [1] day of receipt of such material or instructions.

Except in respect of death or personal injury caused by GE AFRICA negligence, GE AFRICA shall not be liable to RoS/MFOF for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the GE AFRICA its servants or agents or otherwise) which arise out of or in connection with the provision of the service or their use by RoS/MFOF, and the entire liability of GE AFRICA under or in connection with this contract shall not exceed the amount of the fees for the provision of the service.

Term, termination and consequences of termination

This Agreement/Contract shall take effect on the date last of Parties Execution. and work will be scheduled to commence, upon confirmed receipt of Electronic Fund Transfers for the Initial Fee agreed to by Parties and due GE AFRICA ---Unless sooner terminated do to missed scheduled payment(s) within 3 days of Agreed scheduled.

GE AFRICA may unilateral Terminate this Agreement/Contract by giving written notice to the RoS/MFOF, if the latter fails to pay any sum payable by it under this Agreement/Contract within 3 days of the due date for payment.

Either Party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of this contract and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

For the purposes of the present sub-clause, a breach of any provision of

this contract shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.

The termination of this contract for any reason shall not affect: either party's accrued rights, remedies or liabilities including payments due at the effective date of termination; or The coming into force or the continuance in force of any provision of this contract which is expressly or by implication intended to come into or continue in force on or after termination.

Confidentiality:

Both parties understand and acknowledge that, by virtue of the present contract, they may both receive or become aware of information belonging or relating to the other party, its business, business plans, affairs or activities, which information is confidential and proprietary to the other party and/or its Suppliers and/or customers and in respect of which they are bound by a strict duty of confidence ("Confidential Information"). In consideration of such Confidential Information being disclosed or otherwise made available to either party for the purposes of the performance of the present contract, both parties hereby undertake that they will not at any time, either before or after the termination of the present contract, and either directly or indirectly, disclose, divulge or make unauthorized use of any Confidential Information, except to the extent to which such Confidential Information:

Is publicly known at the time of its disclosure or being lawfully made available to them;

After such disclosure or being made available to them, becomes publicly known otherwise than through a breach of this undertaking; Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by one of the Parties, provided that, where practicable, the other party is given reasonable advance notice of the intended disclosure.

Upon the earlier of a request from the other party or the termination of this contract, each party shall return the other all documents or records in any medium or format containing any Confidential Information which are in its possession or control and will not retain any copies of them.

This undertaking, and the obligations contained herein, will continue without limit of period.

Force Majeure:

Force Majeure means War, emergency, accident, fire, earthquake, flood, storm, awaiting shipment of goods, industrial strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.

A party affected by force majeure shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party within 10 days.

The time for performance of that obligation shall be extended accordingly, upon such amendments or arrangements within a further period of 30 days, or upon mutual agreement of both parties.

If any force majeure occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three months, the Parties shall negotiate in good faith, and use their best endeavors to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 days, the other party shall be entitled to terminate this contract by giving written notice to the party affected by the force majeure.”]

Change of circumstances:

The Parties should be free to consult each other in the event of a major change in circumstances – particularly one creating hardship for a particular party.

Where the performance of this contract becomes more onerous for one of the Parties, that party is nevertheless bound to perform its obligations

subject to the following provisions on change of circumstances (hardship). If, however, after the time of conclusion of this contract, events occur which have not been contemplated by the Parties and which fundamentally alter the equilibrium of the present contract, thereby placing an excessive burden on one of the Parties in the performance of its contractual obligations (hardship), that party shall be entitled to request revision of this contract provided that the events could not reasonably have been taken into account by the affected party at the time of conclusion of this contract; The events are beyond the control of the affected party; and the risk of the events is not one which, according to this contract, the party affected should be required to bear. Each party shall in good faith consider any proposed revision seriously put forward by the other party in the interests of the relationship between the Parties.

“If The Parties fail to reach agreement on the requested revision within 10 days a party may resort to the dispute resolution procedure provided in the Chamber of Commerce Senegal shall have the power to make any revision to this contract that it finds just and equitable in the circumstances, or to terminate this contract at a date and on terms to be fixed.”

No partnership or agency:

Nothing in this Agreement/Contract shall (i) be deemed to constitute a partnership in law between the Parties, (ii) constitute either party the agent of the other for any purpose or (iii) entitle either party to commit or bind the other (or any member of its respective group) in any manner.

Notices:

Any Notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified below in a manner that ensures receipt of the Notice can be proved.

For the purposes of notification details are the following, unless other details have been duly notified in accordance with this Article.

* **Green Energy AFRICA**

* **Republic of Senegal/MFOF** : _____

Entire Agreement:

This Agreement/Contract sets out the entire Terms between the Parties.

Neither Party has entered into this relationship in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in this document.

This Article shall not exclude any liability for fraudulent misrepresentation.

These Terms supersede any/all previous Agreement or understanding relating to subject matter.

This document may not be varied except by an Agreement, of Parties in writing (which may include e-mail) or where Force Majeure or equivalent is included.

Effect of invalid or unenforceable provisions:

If any provision of this contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this contract shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded this contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

Authorizations:

This contract is conditional upon the following authorizations first being obtained by the Minister of Finance representing the fiduciary authority for the Republic of Senegal.

The relevant party shall use all reasonable efforts on its part to obtain such authorizations and shall notify the other party promptly of any difficulty encountered.

As a contractor for Republic of Senegal we will endeavor to ensure that our employment practices are non-discriminatory and affirmative action efforts are made where appropriate.

EEO Statement:

Green Energy AFRICA is an equal opportunity/affirmative action employer. It is the company's policy not to discriminate against individuals on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, citizenship status, status as an individual with a disability, status as a veteran or special disabled veteran or any other protected class.

ONE PANEL ONE HOUSE	POTENTIAL FUNDING SOURCE
	Core World Bank P085708 Euro Bond / Clean Tech Fund Joint Mission w/ World bank & African dev. Bank
SALOUM ISLE	POTENTIAL FUNDING SOURCE
	Core World Bank P085708 Euro Bond / Clean Tech Fund Joint Mission w/ World bank & African dev. Bank
EDUCATION ABCEP	POTENTIAL FUNDING SOURCE
	5th Poverty Reduction Support Credit- (5TH PRSC) World bank IDA 49900
UNDP PLATFORM	POTENTIAL FUNDING SOURCE
	Bill Gates foundation (5TH PRSC)
CONSERVATION MC	POTENTIAL FUNDING SOURCE
	SCALING UP Strategic Climate Fund (STF)/Euro bond
CFL LIGHTING	POTENTIAL FUNDING SOURCE
	Carbon fund World Bank P107167/ CLEAN TECH FUND (CTF)
PERMIS	POTENTIAL FUNDING SOURCE
	US AID / (5TH PRSC)
AGEROUTE	POTENTIAL FUNDING SOURCE
	(5TH PRSC) World bank IDA 49900 / Scaling Up Renewable Low Income Countries (SREP)
SMART GRID / SMART METERS	POTENTIAL FUNDING SOURCE
	BOAD (EDF) / (MENA)

APPENDIX A CONT'D

ADDITIONAL POTENTIAL FUNDING SOURCES

Islamic Development Bank Energy Production	95,000,000.00
World Bank for Education	143,000,000
Senelec Training Grant from French Dev Agency -AFD	861,479.97
Add on to Plan Tekkal from AFD	87,554,516.00
www.faststartfinance.org/content/recipient-countries	
www.climatefinanceoptions.org/cfo/funding%20sources	
www.climateinvestmentfunds.org	
Clean Tech Fund (CTF)	
Pilot Program for Climate Resistance (PPCR)	
Scaling Up Renewable for Low Income Countries (SREP)	
MENA (Middle East & N Africa) Region Clean Technology Fund	
Strategic Climate Fund (STF)	