mczapata23@outlook.com

From:	Procurement <Procurement@recomspr.net>
Sent:	Sunday, June 8, 2025 7:09 PM
To:	Mary C Zapata-Acosta
Cc:	Josue A Colon-Ortiz; Juan Gonzalez; Felix A Hernandez-Caban; Jorge L Cotto-Perez; ocarlo@carlolaw.com; Mariela Quinones; Miguel Garcia; Francisco Amill
Subject:	Recommendation Letter PREPA Power Expectations
Attachments:	1.2_Expression of Financial Support – Puerto Rico Emergency Generation Project .pdf; LOI.pdf; Power_PR_LETTER OF FINANCIAL SUPPORT EXPRESSION OF INTEREST .pdf; Recommendation_Letter_PREPA_PowerExpectations_Updated 6.8.25.pdf

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Good afternoon, Dir. Mary Zapata, please see attached letter of Recommendation PREPA Power Expectations Updated. Also included as an attachment:

1.2_Expression of Financial Support – Puerto Rico Emergency Generation Project
LOI
Power_PR_LETTER OF FINANCIAL SUPPORT EXPRESSION OF INTEREST

Let us know that this email was received.

Fabián Vélez
3PPO

Date: June 3, 2025

To Whom It May Concern,

Subject: Expression of Financial Support – Puerto Rico Emergency Generation Project

SwissOne Oil & Gas AG is pleased to express its support for the advancement of the Puerto Rico Emergency Power Generation Project, which has recently entered the final contract execution phase under the Puerto Rico Electric Power Authority (PREPA) and the Third-Party Procurement Office (3PPO).

We understand the strategic significance and urgency of this initiative and are prepared, subject to standard due diligence and the issuance of a suitable SBLC instrument, to explore providing financial support for the full implementation of the project. Our internal capacity, together with our long-standing relationships in the energy and financial sectors, places us in a strong position to support the funding and delivery of the required infrastructure and services.

While this letter does not constitute a binding financial commitment, it reflects our serious interest and readiness to proceed, in collaboration with Power Expectations LLC and other project stakeholders, to further define the structure and timing of the financing required.

We appreciate the opportunity to be part of this critical effort and look forward to continued alignment as the project advances toward full execution.

Sincerely,
Jeffrey J. Hattara
CEO – SwissOne Oil and Gas AG
Allied Identity Inc.



SCHÜTZENSTRASSE 18
CH-8808 PFÄFFIKON SWITZERLAND
PHONE: +1 952 270-5870 FAX: +41 (0) 44 515 92 69
Jeffrey.Hattara@swissoneoilgas.com – www.swissoneoilgas.ch

SCHÜTZENSTRASSE 18
CH-8808 PFÄFFIKON SWITZERLAND
PHONE: +1 952 270-5870 FAX: +41 (0) 44 515 92 69
Jeffrey.Hattara@swissoneoilgas.com – www.swissoneoilgas.ch

SWISSONE OIL&GAS AG

Date: June 6th, 2025.

LETTER OF INTENT

To: Power Expectations LLC

On behalf of **Trading Core Investment Brasil Participações Ltda.**, company based in the Federative Republic of Brazil, I'm pleased to express our strong interest in acting as the potential financial guarantor for the emergency power generation project in Puerto Rico, awarded to Power Expectations LLC ("the Sponsor"), under RFP No. 3PPO-0314-20-TPG, as managed by the Third-Party Procurement Office (3PPO) of the Puerto Rico Electric Power Authority (PREPA).

We hereby confirm the following:

Subject to satisfactory completion of due diligence and final agreement on terms, our institution is prepared to provide or arrange financial support in the form of a senior debt facility, credit line, or structured financial instrument sufficient to meet the capital needs of the project;

We understand the Sponsor has received a formal award from PREPA and is advancing toward contract finalization and site mobilization.

Our institution affirms its financial capacity and interest in structuring and deploying the necessary bank guarantee, aligned with the project's development and delivery timeline.

While this LOI is non-binding and does not constitute a formal commitment, it shall serve as an expression of interest and financial capability, which may be used to satisfy the requirements outlined in Section 5 of the "Request for Financial Assurance" issued by the 3PPO.

We look forward to the opportunity to discuss this matter in more detail and move forward with the process.

Afraneo Fernandes Naigles
Managing Partner

1565 Coronel Niederauer St., Suite 10. Santa Maria, RS. 97015-123. Brazil
www.tcoinllc.com
afernandes@tcoinllc.com

Michael Lewis Group

LETTER OF FINANCIAL SUPPORT / EXPRESSION OF INTEREST
Puerto Rico Emergency Generation Project – RFP No. 3PPO-0314-20-TPG
Date: June 6, 2025

To Whom It May Concern:
Puerto Rico Electric Power Authority (PREPA)
Third-Party Procurement Office (3PPO)
San Juan, Puerto Rico

Lewis Commercial Services and Michael Lewis (Michael Lewis Group) Strategic Partners FGSP Global Group

To Whom It May Concern,

We write to confirm that we have conducted a preliminary evaluation of the temporary energy proposal submitted by Power Expectations to the Puerto Rico Electric Power Authority (PREPA).
Based on our assessment, we are prepared to proceed with the financing of the proposed project,

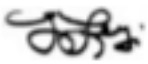
subject to the following conditions:

1.Completion of standard due diligence procedures
2. Mutual agreement on final financial terms; and
3. Presentation of a fully executed Power Purchase and Operating Agreement (PPOA) between Power Expectations and PREPA.

We remain supportive of Power Expectations' efforts to address Puerto Rico's energy needs and look forward to continuing our engagement upon satisfaction of the above conditions.

Mike Lews

Michael Lewis Group



Signature:

3PPO
Third-Party Procurement Office

6/8/25

Ms. Maricarmen Zapata

Executive Director

Puerto Rico Electric Power Authority (PREPA)

San Juan, Puerto Rico

Re: Official Recommendation of Award – Temporary Emergency Generation RFP

Dear Ms. Zapata:

We respectfully submit this correspondence to serve as the official recommendation of award resulting from the competitive process conducted under the Temporary Emergency Generation Request for Proposals (RFP No. 3PPO-0314-20-TPG), administered by the Third-Party Procurement Office (3PPO) pursuant to the authority delegated by the Puerto Rico Public-Private Partnerships Authority (P3A).

Following the conclusion of the evaluation process, we hereby recommend the selection of Power Expectations, LLC as the preferred proponent for the provision of up to eight hundred megawatts (800 MW) of temporary emergency generation capacity. This recommendation is based on the proponent's compliance with all mandatory requirements, demonstrated logistical feasibility, financial capability, and overall responsiveness to the RFP.

Power Expectations, LLC submitted a proposal that includes confirmed generation equipment, a defined implementation timeline, and a detailed logistical plan for fuel supply and site mobilization. In addition, we have received formal documentation confirming the proponent's financial capacity to fully execute the project scope, including verified access to capital and contractual commitments from key partners.

With regard to technical feasibility, a coordination meeting has been scheduled with LUMA Energy for Tuesday of next week to discuss the interconnection details and confirm all technical aspects of the proposed solution. We anticipate that following that meeting, we will be in a position to confirm—without reservation—that the project is technically viable

and fully aligned with system requirements.

We respectfully request that this recommendation be presented to PREPA's Board of Directors for formal consideration. Should the Board concur, we are prepared to finalize the Power Purchase and Operating Agreement (PPOA). A draft has already been circulated, and comments have been received from PREPA's legal and technical teams. A follow-up session is being coordinated to address those comments and produce the final version of the agreement.

Once finalized and endorsed by PREPA, the contract will be submitted to the Fiscal Oversight and Management Board for Puerto Rico (FOMB) and the Puerto Rico Energy Bureau (PREB) for the required review and approval process.

We appreciate your continued collaboration and remain available to provide any further clarification or documentation needed to support PREPA and its Board in their review.

Respectfully,



Mariela Quiñones

Administrator

Third-Party Procurement Office (3PPO)

Regulatory Compliance Services Corp.

Respectfully,



Osvaldo Carlo Linares

President

Regulatory Compliance Services Corp.

Administrator, Third-Party Procurement Office (3PPO)

mczapata23@outlook.com

From: Lcdo. Juan González <jgonzalez@gmlex.net>
Sent: Sunday, June 8, 2025 12:28 PM
To: Mary C Zapata-Acosta; Felix A Hernandez-Caban; Jorge L Cotto-Perez; Oscar X. Ocasio Gonzalez
Cc: Marilyn Roman-Morales; Magda Brito-Rivera; Maria Reyes-Robles; Norma I Rivera-Negron; Yessenia Cintron-Laureano; Blanche Gonzalez Hodge
Subject: RE: TPG Power Service Agreement- Last Revision
Attachments: 6-8-25 Power Service Agreement Power Expectation.docx

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Según solicitado, les acompaño el borrador revisado del contrato con los cambios nuestros, de Felix y de Cotto. Quedo pendiente para cualquier instrucción ulterior.

From: Mary C Zapata-Acosta <MARY.ZAPATA@prepa.pr.gov>
Sent: Thursday, June 5, 2025 11:46 AM
To: Felix A Hernandez-Caban <FELIX.HERNANDEZ@prepa.pr.gov>; Jorge L Cotto-Perez <JORGE.COTTO@prepa.pr.gov>; Oscar X. Ocasio Gonzalez <oscar.ocasio@prepa.pr.gov>; Lcdo. Juan González <jgonzalez@gmlex.net>
Cc: Marilyn Roman-Morales <MARILYN.ROMAN@prepa.pr.gov>; Magda Brito-Rivera <MAGDA.BRITO@prepa.pr.gov>; Maria Reyes-Robles <MARIA.REYES@prepa.pr.gov>; Norma I Rivera-Negron <NORMAI.RIVERA@prepa.pr.gov>; Yessenia Cintron-Laureano <YESSENIA.CINTRON@prepa.pr.gov>; Blanche Gonzalez Hodge <blanche.gonzalez@prepa.pr.gov>
Subject: Fw: TPG Power Service Agreement- Last Revision
Importance: High

Saludos:

Anoche, el 3PPO envió el borrador final del acuerdo para la generación de emergencia para la revisión de la AEE. Para revisar este acuerdo, les solicito lo siguiente:

1. Revisión y comentarios de los aspectos legales del acuerdo: @Felix A Hernandez-Cabany @Juan Gonzalez
2. Revisión y comentarios de los asuntos financieros, como términos de facturación, cobro y pago de la energía, así como otros cargos o penalidades propuestos en el acuerdo: @Oscar X. Ocasio Gonzalez
3. Revisión, comentarios y recomendaciones sobre los aspectos técnicos del acuerdo, incluyendo interconexión eléctrica, infraestructura de combustible, medición de la energía suplida y los procesos operacionales entre el contratista, LUMA y Genera (despacho, salidas programadas, mantenimientos, comunicaciones, etc.). Verificar cómo armoniza este borrador con los acuerdos operacionales actuales entre LUMA y Genera (PGHOA, etc.). - @Jorge L Cotto-Perez

Les solicito sus comentarios y recomendaciones a más tardar el domingo, 8 de junio de 2025, a las 11:00 a.m.

Muchas gracias,

Mary Carmen

Get Outlook for iOS

Mary Zapata-Acosta, PE
Chief Executive Officer

Phone: 787-521-4671
Email: MARY.ZAPATA@prepa
Visit our website: https://aeep
1110 Ave. Ponce de León, San

From: Miguel Garcia <mgarcia@recomspr.net>
Sent: Wednesday, June 4, 2025 8:41:29 PM
To: Mary C Zapata-Acosta <MARY.ZAPATA@prepa.pr.gov>; Felix A Hernandez-Caban <FELIX.HERNANDEZ@prepa.pr.gov>; Jorge L Cotto-Perez <JORGE.COTTO@prepa.pr.gov>; Juan Gonzalez <jgonzalez@gmlex.net>; abilloch@pmalaw.com <abilloch@pmalaw.com>
Cc: Mariela Quinones <mquinones@recomspr.net>; Procurement <Procurement@recomspr.net>; Yolanda Velez <yvelez@recomspr.net>; Francisco Amill <famill@recomspr.net>
Subject: TPG Power Service Agreement- Last Revision

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Good afternoon team, I am attaching the last version of the service agreement for your verification.

Miguel A. Garcia Torres
Contract Specialist

Regulatory Compliance Services, Corp

Mobile: 787.235.8457
Email: mgarcia@recomspr.net

TouchVision Plaza
#1509, Calle Lopez Landron, PH
San Juan, PR 00911

www.recomspr.com

"The most important question to ask on the job ***is not 'What am I getting?'*** *The most important question to ask on the job* ***is 'What am I becoming?'"*** *-- Jim Rohn*

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Emergency Temporary Power Generation
RFP 3PPO-0314-20-TPG

Performance Service Agreement
Contract

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B	Price Proposal and Rate Schedule
C	Delivery Points
~~**D**~~	~~Form of Bond~~
~~**E**~~**D**	Seller Certifications and Required Declarations
~~**F**~~**E**	Tax Structure and Cost Breakdown
~~**G**~~**F**	Technical Specifications and Measurement Standards
~~**H**~~**G**	Government Contracting Requirements

Commented [MQ1]: Why has this been deleted? A payment of Performance Bond is required

THIS PERFORMANCE BASED SERVICE CONTRACT is made this [●] Day of [Month], 2025 (the "Effective Date") BETWEEN:

(1) **Power Expectations,** LLC (hereinafter called the "Seller"); and a limited liability company organized under the laws of Puerto Rico, with its principal office at _____, and authorized to do business in the Commonwealth of Puerto Rico and herein represented by _____, President, of legal age, married, and a resident of _____, who is duly authorized to enter into this Agreement as certified by the Resolution dated _____;

(2) **PUERTO RICO ELECTRIC POWER AUTHORITY** ("PREPA"), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by an Act of 2 May 1941, No. 83, as amended, with its principal place of business at 1110 Ponce de Leon Avenue~~P.O. Box 363928~~, San Juan, Puerto Rico ~~00936-3928,~~ represented its Executive Director, Mary C. Zapata Acosta, of legal age, married, professional engineer and resident of San Juan, Puerto Rico,~~by [●], of legal age, [married] and authorized signatory of Genera (hereinafter called the "Buyer")~~.

Seller and Buyer shall each be a "Party" and, together, the "Parties."

WITNESSETH

(A) WHEREAS, on January 24, 2023, the Puerto Rico Public-Private Partnerships Authority ("P3A"), the Puerto Rico Electric Power Authority ("PREPA"), and Genera PR LLC ("Genera") entered into the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (the "Generation O&M Agreement"), whereby Genera became the operator of the Legacy Generation Assets (as defined therein) as agent of PREPA;

(B) WHEREAS, PREPA, by virtue of Act No. 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage services necessary and convenient to pursue its programs and responsibilities;

(C) WHEREAS, pursuant to the Generation O&M Agreement, PREPA designated and appointed Genera as its agent;

(D) WHEREAS, the Third-Party Procurement Office ("3PPO") was established under the P3A, as mandated by the Puerto Rico Electric System Transformation Act (Act No. 120-2018) and the Puerto Rico Public-Private Partnerships Act (Act No. 29-2009), to carry out procurement actions for public-private partnership initiatives where official conflicts of interest may arise, including procurement actions related to PREPA;

(E) WHEREAS, the Puerto Rico Energy Bureau ("PREB"), through Resolution NEPR-MI-2023-0004, identified a potential conflict of interest in connection with Genera's role and therefore authorized and instructed the 3PPO to act as the procurement entity for the temporary emergency generation project and to issue the corresponding Request for Proposals;

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(F) WHEREAS, although it was initially contemplated that Genera would execute the power purchase agreement, further legal and contractual review confirmed that Genera, in its capacity as operator under the Generation O&M Agreement, is not authorized to contract for the purchase of power on its own behalf, and thus, PREPA must serve as the signatory party to this Power Generation Sale and Purchase Agreement;

(G) WHEREAS, federal funds may potentially be sought through FEMA Project Worksheets for Costa Sur and Aguirre under the mitigation program to cover interconnection-related costs. Accordingly, PREPA and the 3PPO have followed applicable federal procurement and cost principles and have opted to itemize the interconnection costs independently, in case FEMA ultimately agrees to fund those costs;

(H) WHEREAS, after further technical consideration it was provided that Costa Sur had only capacity for receiving up to 200 MW instead of the procured capacity of up to 400 MW,

(I) WHEREAS, the proposed power generation solutions must utilize proven, high-efficiency technology, such as combined cycle or reciprocating engines, and include state-of-the-art environmental control and monitoring systems. The system must meet a minimum annual equivalent availability factor of 95%;

(J) WHEREAS, ~~[TBD]~~the seller shall provide an emergency response plan detailing how their solution withstands hurricanes, including specific resistance to wind speeds and storm surge levels. The plan shall outline sustained operation capabilities, procedures for temporary deployment, and the time required to restore full operational capacity after a hurricane event. The units must integrate into Puerto Rico's Transmission & Distribution (T&D) infrastructure without requiring significant upgrades. The project must fully comply with all procurement and operational guidelines established by the 3PPO. Additionally, the project must meet environmental regulations, including compliance with the Clean Water Act, Clean Air Act, New Source Performance Standards, Hazardous Air Pollutant Standards, Spill Prevention Control & Countermeasure requirements, Facility Response Plans, waste disposal regulations, construction and operating permits, and any future permits and modifications required under local and federal plans. The proponent must also adhere to the PREB's requirement for competitive procurement to secure the most favorable economic and technical conditions for PREPA, ensuring transparency and best value for ratepayers;

Commented [MQ2]: Check K

(K) WHEREAS, PREPA requires secure temporary Power Generation units to support the Puerto Rico grid; and

(L) WHEREAS, to address such requirement, and with the express authorization b~~y~~t the PREB ,the 3PPO issued Request for Proposals 3PPO- 3PPO-0314-20-TPG, in which it sought bids to deliver Power Generation solutions to the requested sites, provide for the vaporization of such LNG in Regas Equipment (as defined below), and deliver Power Generation to the Generation Units, and Seller was selected to deliver LNG, secure use of the required Regas Equipment, and supply such Power Generation to Buyer at the Delivery Points pursuant to the form of Power Generation Sale and Purchase

Agreement published as part of the 3PPO-0314-20-TPG to supply and operate modular, temporary power generation facilities totaling 800 MW, divided into two sites 200 MW for Costa Sur and 600 MW for Aguirre;

÷

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"3PPO" means the Third-Party Procurement Office, established under the Puerto Rico Public-Private Partnerships Authority (P3A) to manage procurement related to Public-Private Partnerships, including this Agreement.

"Affiliate" means, in relation to a Party, any company, corporation, partnership, or other legal entity that (a) is directly or indirectly controlled by such Party; (b) directly or indirectly

controls such Party; or (c) is directly or indirectly controlled by an entity that also, directly or indirectly, controls such Party.

"Agreement" means this performance-Based Service Contract, including all Exhibits, Annexes, and Amendments, as may be modified from time to time.

"Applicable Law" means any statute, treaty, convention, regulation, rule, permit, directive, order, or decree issued by any Governmental Authority applicable to the performance of this Agreement, including, but not limited to:

The Puerto Rico Electric Power Authority Revitalization Act

The Puerto Rico Oversight, Management, and Economic Stability Act (PROMESA)

The Clean Air Act, Clean Water Act, and other applicable environmental regulations

"Business Day" means a day other than Saturday, Sunday, or a public holiday in San Juan, Puerto Rico or New York, United States.

"Buyer" means the Puerto Rico Electric Power Authority (PREPA), .

"Costa Sur Power Plant and Aguirre Power Plant" or "Costa Sur and Aguirre" refers to the existing generation facility located in Puerto Rico, where the Seller is required to deploy and integrate the Land-Based Power Generation Solution into the 115kV or 230kV switchyards.

"Seller" refers to the entity responsible for designing, deploying, operating, and maintaining the temporary power generation solution, as awarded under this Agreement.

"Control" means the beneficial ownership, either directly or indirectly, of 50% or more of voting rights in an entity, or the ability to direct its management and policies.

"COD" means the date on which the Temporary Power Generation Units become operational at a Project Site.

"Delivery Point" means the physical location where power generation units interconnect with the Buyer's transmission infrastructure, specifically at the 115kV switchyard at Costa Sur and 230kV switchyard at Aguirre.

'Demobilization Fee" means the amount to be paid by the Buyer to the Seller to remove the Temporary Power Generation Units from the Project Site, as set forth in Section 3.1.

"Deployment Period" refers to the 6030-day window from contract award within which the Seller must have the power generation solution fully operational and connected to the grid. Seller shall use commercially reasonable best efforts to meet the timeline in the Deployment Period however, the Deployment Period shall also be extended, day by day,

Commented [MQ3]: Don't eliminate Costa Sur until final negotiations.,

Commented [MQ4]: We need to incorporate language regarding financial responsibility

Commented [MQ5]: @Miguel Garcia Is this the language of the RFP??

Commented [MG5R2]: Commercial Operation date, yes

to the extent that unanticipated remediation is necessary at a Project Site, there are delays in gas interconnection that are not caused by Seller, delays in electrical interconnection, delays in equipment procurement, or delays in permitting which are not caused by Seller.

"Dispute" shall have the meaning set forth in Article XIX (Settlement of Disputes).

"Effective Date" means the date on which this Agreement is executed and becomes legally binding.

"Environmental Compliance" means adherence to all applicable federal, state, and local environmental regulations, including the requirements of the EPA, NOAA, and Puerto Rico environmental authorities.

"EPA" refers to the United States Environmental Protection Agency, which enforces environmental protection standards applicable to power generation projects.

"Equipment" means the power generation units, transformers, switchgear, fuel storage facilities, and ancillary infrastructure necessary to provide 200 MW of generation capacity at Costa Sur and 600 MW at the Aguirre.

"Event of Default" means any failure by a Party to meet its contractual obligations, including but not limited to:

Failure to deploy the power generation solution within the Deployment Period.

Failure to maintain Power Availability of 95%.

Breach of regulatory and environmental compliance obligations.

"~~Excused Events~~Force Majeure" means a situation where Seller cannot deliver electricity due to factors beyond its control, including but not limited to an issue with the electrical utility that prevents Seller from delivering power, disruption of natural gas supply outside of Seller's control or otherwise.

"Facility" means the temporary power generation system, including all associated infrastructure, deployed at Costa Sur and Aguirre under this Agreement.

"Fuel Supply" means the fuel required for power generation, whether provided by the Buyer or Seller, as specified in the Agreement.

"Genera PR" refers to Genera PR LLC, acting as the authorized agent of PREPA under the Generation O&M Agreement.

"Generation O&M Agreement" means the contract entered into by PREPA, Genera PR, and the Puerto Rico Public-Private Partnerships Authority (P3A) for the operation and maintenance of PREPA's Legacy Generation Assets.

"Governmental Authority" means any federal, state, or municipal agency, including but not limited to:

The Commonwealth of Puerto Rico

The Financial Oversight and Management Board for Puerto Rico

The Federal Energy Regulatory Commission (FERC)

Commented [MQ6]: PREPA

"Grid Connection" means the interconnection of the power generation solution to the 115kV or 230kV switchyards at Costa Sur and Aguirre, in compliance with technical standards set by PREPA, LUMA and Genera PR.

"Hazardous Materials" means any substance classified as hazardous or toxic under EPA, OSHA, or Puerto Rico environmental laws.

"."Independent Engineer" means a third-party expert appointed to verify the Seller's compliance with performance standards and certify technical deliverables under this Agreement.

"Infrastructure Support" means all necessary electrical, structural, and civil works required to integrate the power generation solution with the Buyer's transmission network.

"kWh" means kilowatt-hour, a unit of energy measurement used for billing under this Agreement.

"Liquidated Damages" means any pre-agreed financial compensation owed due to a failure to meet contractual obligations, including delayed deployment or failure to maintain operational uptime. With respect to the Liquidated Damages set forth herein, the Buyer and Seller agree that they are reasonably forecasts of actual damages and the harm caused by the breach is difficult to estimate.

"Luma" refers to LUMA Energy, LLC , acting as the authorized agent of PREPA under the transmission and distribution (T&D) O&M Agreement.

"Monthly Billing Period" means the standard invoicing period based on metered energy delivered to the grid.

"NOAA" refers to the National Oceanic and Atmospheric Administration, which oversees marine and coastal environmental compliance.

"Operating Plan" means the detailed procedures and maintenance schedules for power generation operations at Costa Sur and Aguirre.

"Payment Terms" refers to the compensation structure under which the Seller is paid per kWh of metered energy delivered to the grid, per the Project Site rates in Exhibit B.

"Power Generation Shortfall" means Seller fails to deliver more than thirty percent (~~30~~20%) below the scheduled generation. the scheduled generation.

"Performance Standard" means the key performance indicators (KPIs) used to evaluate the Seller's operational efficiency, uptime, fuel efficiency, and compliance with grid regulations.

"Permits" means all necessary licenses, approvals, and environmental authorizations required for contract execution.

"Power Availability" means the percentage of time during which the Seller maintains operational uptime, with a contractual obligation of at least 95% uptime.

"Prime Rate" means the Wall Steet Journal (WSJ) Prime Rate.

Commented [MQ7]: PREPA? we originally had this at 20%

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"Project Site" refers to the designated location at Costa Sur and Aguirre where the power generation systems will be deployed.

"Regulatory Compliance" means full adherence to all environmental, technical, and operational requirements as mandated by the Agreement.

"Scheduled Maintenance" refers to planned ~~servicing~~service and inspections necessary to ensure continuous operation.

"Seller" means the Seller selected under this Agreement to deploy and operate the power generation solution.

"Service Commencement Date" means the date on which the power generation system is fully deployed, tested, and supplying power to the grid.

"Temporary Power Generation Unit" means a non-permanent generation asset that is installed at Costa Sur and Aguirre under this Agreement.

"Termination Payment" means an amount equal to the balance of payments that would be due and owing through the end of the term of the Agreement less fuel and variable O&M costs, but including the Demobilization Fee set forth in Section 3.1 to the extent that Seller is not required to transfer the Temporary Power Generation Units to the Buyer incident to such termination.

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"Transmission System" means the network of high-voltage lines that deliver electricity from the power generation unit to PREPA's grid.

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1.2 Interpretation

In this Agreement, unless the context requires otherwise:

(a) References to Article and Exhibits – References to Article and Exhibits refer to those within this Agreement. The Exhibits hereto are incorporated by reference and form an integral part of this Agreement.

(b) References to a Person – References to a Person shall include such Person's successors and permitted assigns.

(c) Article and Exhibit Headings – The headings of Article and Exhibits are for convenience only and shall not affect the construction or interpretation of this Agreement.

(d) Singular, Plural, and Gender Usage – Words denoting singular include the plural and vice versa. Words denoting a specific gender (masculine, feminine, neuter) shall be interpreted to include all genders or bodies corporate.

(e) Interpretation of "Include" and "Including" – The terms “include” and “including” shall be construed as “including without limitation”.

(f) References to Agreement and Obligations – The words “agree,” “agrees,” and “agreed” refer to a written agreement that has been executed and delivered by the Parties.

(g) Party Consent and Reasonable Efforts –

If either Party's consent or agreement is required to not be unreasonably withheld, it includes the obligation to not unreasonably delay granting such consent or agreement.

If a Party undertakes “efforts” or “endeavors” to perform or refrain from an action, such obligation shall be interpreted in good faith.

If a Party is constrained by pre-existing contractual obligations to any third party, it shall use reasonable efforts to obtain any necessary waivers to perform its obligations under this Agreement.

A Party may not assume new obligations that would materially affect its ability to comply with this Agreement.

(h) Statutory References – References to any law, statute, or statutory provision shall be construed as a reference to such law as amended, modified, or re-enacted, and shall include any subordinate legislation issued under that provision.

(i) Replacement of Prime Rate –

If, at any time during the Supply Period, the Prime Rate becomes unavailable or inappropriate, the Parties shall promptly meet to discuss and attempt to agree in writing upon a suitable replacement benchmark rate.

If the Parties are unable to agree, either Party may refer the matter to an Expert for determination, in accordance with Article XIX (Settlement of Disputes).

~~1.3 Role of Genera PR as Agent for PREPA~~

~~Seller acknowledges and agrees that, as long as the Generation O&M Agreement remains in effect:~~

~~(a) PREPA’s Rights through Genera – Any provision relating to Buyer (PREPA) as a beneficiary of the Agreement or referencing Buyer’s rights (such as taking action, receiving notices, making determinations, or terminating the Agreement) shall be understood as Genera PR acting as PREPA’s agent.~~

~~(b) Third-Party Beneficiary Status of Genera – References to “Genera” shall mean Genera acting on its own behalf, as a third-party beneficiary of this Agreement.~~

~~(c) Buyer’s Actions Only Through Genera – Buyer (PREPA) is prohibited from taking any direct actions under this Agreement and must act exclusively through Genera as its authorized agent.~~

~~(d) Limitation of Genera's Liability – Genera shall have no liability for any actions it takes on behalf of PREPA, and any obligations arising from those actions shall be exclusively PREPA's responsibility.~~

ARTICLE II SALE AND PURCHASE

2.1 Power Generation Sale and Delivery

The Seller agrees to sell and deliver to the Buyer, identified as the Puerto Rico Electric Power Authority (PREPA), at the designated Delivery Points, and the Buyer agrees to purchase from the Seller, the Power Generation as specified under this Agreement. Such deliveries shall conform to the quality and performance requirements detailed in Article IV (Service Performance and Quality Standard). The specific quantities of Power Generation and the corresponding Delivery Points shall be determined and scheduled according to the procedures outlined in Article V (Operational Planning and Power Delivery). The price applicable to the Power Generation shall be governed by the terms established in Article IX (Invoicing and Payment).

2.2 Delivery Method and Infrastructure Requirements

The Seller shall deploy and operate Land-Based Power Generation Unit, to provide continuous power to the Costa Sur Power Plant and the Aguirre Power Plant. The generation systems must maintain a minimum availability factor of ninety-five percent (95%) calculated on a rolling monthly basis, and subject to performance remedies in case of repeated non-compliance to ensure reliability. The Seller shall be solely responsible for the design, mobilization, installation, and operation of all necessary infrastructure required for seamless integration with LUMA PR's transmission grid and must comply with LUMA's interconnection standards, including protection schemes, SCADA integration, and telemetry protocols, subject to Section 12.4, at the 115kV and 230kV switchyards. This includes, but is not limited to, the provision, installation, and operation of transformers, switchgear, and all auxiliary systems necessary to meet technical, operational, and regulatory compliance standards.

2.3 Hurricane Contingency and Port Closure Mitigation Plan

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Seller shall implement and maintain a Hurricane Contingency and Port Closure Mitigation Plan to ensure the timely removal and redeployment of the generation barges in the event of a port closure order issued by the United States Coast Guard. The plan shall include procedures for securing the necessary towing vessels ("tug boats"), complying with Coast Guard-mandated timelines for removal, relocating barges to designated safe anchorage locations, and returning barges as soon as the ports are reopened.

The detailed plan submitted by Seller, which outlines the specific procedures, resources, and coordination protocols to be followed during such events, is hereby incorporated into this Agreement as **Exhibit [XXX]**, and shall form an integral part of this Agreement. Seller shall update the plan as necessary to remain in compliance with applicable regulations and provide any revisions to the Buyer for review and approval.

~~2.3 Additional Delivery Points and Modifications~~

~~If the Buyer requests additional Delivery Points beyond Costa Sur and Aguirre, the Seller shall respond in writing within ten (10) days of receipt of such request. The response shall include proposed terms for the expansion of delivery services, including any required modifications to infrastructure, logistical considerations, and associated cost adjustments. The Buyer shall then have ten (10) days to accept or reject the proposal. Upon acceptance, the Parties shall execute an amendment to Exhibit C (Delivery Points) of this Agreement to reflect the new Delivery Points and the agreed-upon logistics surcharges or infrastructure charges.~~

~~2.4~~2.4.3 Operational and Maintenance Responsibilities

The Seller shall be responsible for the continuous, reliable operation of the power generation units, ensuring compliance with LUMA and Genera PR's operational coordination protocols as defined in PGHOA and applicable O&M Agreements deployed under this Agreement. This includes the execution of both preventive and corrective maintenance activities, including coordination of planned outages and forced outage responses with the system operator, in accordance with the operational standards and procedures defined in Article VII (Measurement, Testing, and Operations). The Seller shall also implement and maintain real-time monitoring systems capable of tracking power output~~.~~, environmental performance where applicable, availability, and compliance status. ~~Regular operational reports must be submitted to the Buyer, demonstrating adherence to technical, regulatory, and contractual requirements.~~

The Seller shall coordinate all maintenance schedules, start-up and shutdown procedures, and operational limits in accordance with LUMA's real-time dispatch protocols and control center directives. Any deviation from scheduled dispatch or operational limits shall be immediately reported to LUMA. The Seller must comply with outage notification timelines as established by LUMA, including advance notice for planned outages and immediate alerts for unplanned events.

Regular operational reports must be submitted to the Buyer, and LUMA demonstrating adherence to technical, regulatory, and contractual requirements.

These reports shall include, at a minimum, generation output logs, availability metrics, outage logs, corrective action summaries, fuel consumption data (if applicable), and any operational constraint encountered during the reporting period. Reports must follow the standardized format established by LUMA for integration into the T&D system's control and monitoring platforms.

~~2.5~~2.4.4 LNG and Regasification Responsibilities

With respects to the Costa Sur Power Plant:

The Seller shall be responsible for the procurement of Liquefied Natural Gas (LNG) required for the Temporary Power Generation Units. The Seller~~Buyer~~ shall be responsible

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for the delivery, on-site storage and ~~vaporization~~regasification of Liquified Natural Gas ~~LNG required~~(LNG) required for the Temporary Power Generation Units. Seller's~~Buyer's~~ responsibility also includes the provision of regasification~~re-gas~~ Equipment, connection infrastructure, and all necessary environmental permits associated with LNG logistics and for the Temporary Power Generation.

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With respects to the Aguirre Power Plant:
The Seller shall be responsible for the procurement of Liquefied Natural Gas (LNG) required for the Temporary Power Generation Units. The Seller shall be responsible for the ~~procurement,~~ delivery, on-site storage and ~~vaporization~~regasification of ~~LNG of~~ Liquified Natural Gas (LNG) required for the Temporary Power Generation Units. Seller's responsibility also includes the provision of regasification~~re-gas~~ Equipment, connection infrastructure, and all necessary environmental permits associated with LNG logistics and for the Temporary Power Generation.

~~2.6~~2.5 Deployment Milestones and Schedule

The Seller shall mobilize, install, and commission the Temporary Power Generation Units at each site within the Deployment Period. Daily deployment reports shall be submitted to the Buyer. Delays not resulting from Force Majeure shall be subject to Liquidated Damages.

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ARTICLE III TERM AND CONDITIONS

3.1 Agreement Term

This Agreement shall become effective on the date of its execution by both Parties and shall remain in effect, as to each Facility, for an initial term of two (2) years commencing on the Commercial Operation Date ("COD") of the Facility at the Project Site (the "Initial Term"). The Agreement may be extended for up to two (2) additional one (1) year periods (each, an "Extension Term") upon mutual written agreement of the Parties.

PREPA will notify Seller of its intention to extend the Agreement no less than one hundred and 180 days ~~ninety~~ (180~~90~~) days prior to the expiration of the then-current Term. The seller shall respond in writing within thirty (30) days of receiving such notice. If Seller agrees in writing within that period, the Term shall be extended accordingly. Any such Extension Terms, shall be referred to as the "Extension Term."

The Agreement shall remain in effect for the full duration of the Initial Term unless earlier terminated by either Party in accordance with the provisions set forth in Article XIV (Termination). The conditions for early termination shall be strictly governed by the terms outlined in the Agreement, ensuring that both Parties maintain stability and continuity in service provision unless justified grounds for termination arise. Upon termination, and only in the event Seller is not required to transfer the Temporary Power Generation Units to Buyer upon Termination, Buyer shall pay Seller a Demobilization Fee in the amount of $52,500,000.00 for the Aguirre Project Site and $17,500,000.00 for the Costa Sur Project Site. Seller shall remove the Temporary Power Generation Units from the Project Sites as soon as practical after its receipt of the above referenced Demobilization Fee.

3.2 Extension of Term

The Buyer may elect to extend the Initial Term of this Agreement for up to two (2) additional one-year periods (each referred to as an "Extension Term"). To initiate an extension, the Buyer must deliver a written notice of election to extend to the Seller no later than ~~thirty~~one hundred and eighty (~~30~~180) days prior to the end of the then-current Term and seller must be able to respond no later than thirty days (30) After the request. This ensures that the extension process is conducted in an orderly manner and allows both Parties adequate time to assess continued service needs.

3.3 Performance Period

The "Performance Period" shall commence on the first day of the Initial Term and remain in effect for the entire duration of the Agreement, including any Extension Terms, unless the Agreement is earlier terminated in accordance with Article XIV (Termination).

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ARTICLE IV SERVICE PERFORMANCE AND QUALITY STANDARDS

4.1 Power Generation Performance Standards

The Seller shall ensure that all power generated and supplied to the Buyer (PREPA) at the Delivery Point (115kV or 230kV switchyard at Costa Sur and Aguirre) complies with the operational and regulatory requirements set forth in Exhibit F (Technical Specifications and Measurements Standards). The Seller must maintain continuous and stable generation of 600 MW at the designated Delivery Point for the Aguirre Power Plant site, and 200 MW at the designated Delivery Point for the Costa Sur Power Plant site, while adhering tote the minimum availability factor of 95%, calculated on a monthly rolling average, subject to contractual remedies for sustained underperformance..

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To achieve this, the Seller shall ensure that all generated power meets the required grid performance standards, incuding frequency and voltage stability standards of 60 Hz ± allowable deviation, withand voltage at 115kV or 230kV. Additionally, the Seller shall provide real-time telemetry integration with LUMA's Energy Control Center (ECC) and enable atutomated monitoring and reporting of key operational parameters, including power output, uptime availability, fuel efficiency, and grid compliance. Monthly performance reports shall be submitted to the

Buyer and LUMA, detailing actual power delivered (in MW and kWh), system uptime, and any deviations from the agreed performance standards.

In addition to operational performance, the Seller shall comply with all environmental and regulatory guidelines, including but not limited to the EPA air emissions limits applicable to power generation, OSHA safety regulations governing workplace and site safety, and NOAA and the U.S Coast Guard requirements for any floating of maritime-based installations, suchincluding as a Power Barges. Full regulatory Ccompliance shall be a condition for continued operation, and the Seller shall notify the Buyer within 24 hours of any non-compliance event or regulatory violation. wWith these regulations is essential to ensuring the sustainability and legal operation of the power generation services provided under this Agreement.

4.2 FEMA Reimbursement Eligibility

The Parties acknowledge that the services under this Agreement may be funded or reimbursed, in whole or in part, by the Federal Emergency Management Agency (FEMA). The Seller shall ensure full compliance with applicable FEMA cost eligibility criteria, including but not limited to 2 CFR Part 200, the Stafford Act, and guidance published in the FEMA Public Assistance Program and Policy Guide (PAPPG). All invoicing, performance documentation, and reporting shall be sufficient for federal audit purposes.

4.3 Non-Compliance with Performance Standards

If at any time the Seller is unable to meet the required performance standards, it shall immediately notify the Buyer of any existing or anticipated service disruptions. This notification must include details regarding the nature and expected duration of the disruption, the cause of the non-compliance, and the corrective actions being implemented to restore service to the required levels.

In the event of a Power Generation Shortfall, the Buyer reserves the right to take remedial actions to ensure uninterrupted service. Such actions may include procuring power from alternative generation sources, adjusting system dispatch, or activating emergency reserve units to mitigate the impact of reduced power availability. Seller shall work in coordination with the Buyer to minimize disruptions and restore full generation capacity as soon as possible.

The Seller shall take all necessary corrective measures to restore compliance with performance standards without delay. In the case of power output falling below the

contracted capacity of 200 MW adjusted by the Power Availability Requirement, for the Costa Sur Power Plant site and 600 MW for the Aguirre Power Plant Site, the Seller must submit a corrective action plan within

24 hours outlining the necessary steps for restoration. This plan shall include a detailed timeline for system recovery and the expected date of full operational reinstatement.

If the Seller is unable to restore power generation within a reasonable timeframe, the Buyer may request that the Seller deploy backup generation capacity or implement system modifications to ensure continued service reliability. The Seller must cooperate fully with the Buyer in these instances, including making temporary adjustments to the power generation system if required.

In the case of prolonged or recurring failures to meet the 95% uptime requirement, adjustments to the Performance Period and related payment terms shall be reviewed under the provisions of Article IX (Invoicing and Payment). This ensures that any sustained deviations from performance obligations are adequately addressed within the contractual framework.

4.4 Dispute Resolution for Performance Measurement

If any dispute arises between the Parties concerning the measurement, testing, or reporting of power generation performance, the issue shall be resolved through the procedures established in Article XIX (Settlement of Disputes). Parties shall first engage in good-faith negotiations to settle the dispute. However, if a resolution cannot be reached, the matter may be referred to an Independent Engineer or a Third-Party Auditor for an objective assessment of the Seller's compliance with contractual obligations.

The role of the Independent Engineer or Auditor shall be to evaluate and verify performance data, ensuring that all reported figures align with actual operational conditions. Their findings shall be considered final and binding in determining whether the Seller has fulfilled its obligations under this Agreement.

By incorporating these dispute resolution mechanisms, the Agreement provides a structured approach to verifying service performance, ensuring accountability, and maintaining the integrity of the contractual terms.

ARTICLE V OPERATIONAL PLANNING AND POWER DELIVERY

5.1 Power Generation Service Planning

The Seller shall ensure that power generation services are provided in alignment with the ~~Buyer's~~ operational and dispatch requirements of the Buyer and LUMA, ensuring

continuous, reliable,

and flexible power generation. The Buyer shall define required power output levels on a daily and weekly basis, allowing adjustments to match grid demand fluctuations. The Seller shall maintain full operational readiness to comply with dispatch instructions while upholding the 95% uptime availability requirement throughout the Performance Period.

To facilitate effective power planning, the Buyer shall provide the Seller with a weekly operational forecast detailing anticipated power requirements for the next seven-day period. The Seller shall synchronize its fuel logistics, maintenance schedules, and operational planning with this forecast to ensure uninterrupted service. The weekly forecast may be adjusted in real time to accommodate actual grid conditions, requiring the Seller to maintain operational flexibility to implement necessary modifications.

If the Buyer requests changes to scheduled power delivery, including adjustments to output levels, operating hours, or delivery points, the Seller shall promptly execute such modifications. These adjustments shall not affect the Seller's obligation to maintain full operational readiness or compliance with agreed-upon service performance metrics.

Commented [JC21]: LUMA is the entity that coordinates the dispatch of generation, so the term "Buyer" should also include a reference to LUMA.

5.2 Performance-Based Dispatch Adjustments

The Buyer reserves the right to modify power delivery requirements in real time based on grid conditions and energy demand. The Seller shall respond immediately to all dispatch orders and implement the required power generation adjustments in accordance with the Buyer's instructions.

The Seller must maintain full operational availability, ensuring that power is delivered at the agreed-upon levels while complying with the 95% uptime requirement. Additionally, the Seller shall provide scalable load adjustments, ensuring the ability to increase or decrease power generation output within the contractual capacity.

If the Buyer identifies an immediate need for additional power from its generators, the Seller shall make commercially reasonable efforts to meet the request. If the Seller is unable to provide the additional power required, it must immediately notify the Buyer, explain the reason for the shortfall, and provide a timeline for restoring the requested service level.

Commented [JC22]: LUMA is the entity that coordinates the dispatch of generation, so the term "Buyer" should also include a reference to LUMA.

5.3 Infrastructure and Grid Integration for Power Delivery

The Seller is responsible for integrating the power generation system with the Buyer's transmission and dispatch network, ensuring seamless power delivery. All

operations must comply with transmission system protocols and grid regulations as defined by the Buyer and in coordination with LUMA.

The power generation system shall be connected at the 115kV or 230kV switchyard at Costa Sur and Aguirre, and the Seller shall ensure compliance with all transmission interconnection requirements[1] to maintain stable power supply. In addition, the Seller shall be responsible for the operation and maintenance of all of its auxiliary systems, including transformers, switchgear, and related electrical components. These systems must remain in full working condition throughout the Performance Period.

The Seller must develop and maintain an operational plan that allows for rapid response adjustments, ensuring full coordination with the Buyer's control center. This plan must include real-time data sharing regarding power generation levels, system availability, maintenance schedules, and any performance deviations that may affect grid operations.

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5.4 Curtailment and Adjustments to Power Delivery

If, at any time, the Buyer determines that power generation must be temporarily reduced or halted due to grid conditions, the Seller shall comply with the curtailment order immediately. The Seller must ensure that power output is promptly adjusted while maintaining operational readiness to resume full generation when required.

Following a curtailment event, the Seller shall work with the Buyer to ensure that generation capacity is restored as soon as requested, maintaining grid stability. If the Buyer requests an increase in power generation beyond the contracted capacity, the Seller may propose additional capacity, subject to feasibility and mutually agreed pricing adjustments. Any such request must be formally documented and approved before implementation.

Commented [JC24]: LUMA is the entity that coordinates the dispatch of generation, so the term "Buyer" should also include a reference to LUMA

5.5 Operational Monitoring and Reporting

To ensure service reliability, compliance, and transparency, the Seller shall implement real-time monitoring systems to track power output, uptime availability, and grid stability. These systems must provide continuous data collection, allowing both the Seller and the Buyer to always assess the performance of the power generation system.

The Seller shall submit a monthly performance report to the Buyer, including:

a) Actual power delivered, measured in megawatts (MW) and kilowatt-hours (kWh).

[1] NTD: Discuss as they have not been provided

b) Operational uptime percentage, confirming compliance with the 95% availability requirement.

c) Any deviations from performance standards, along with corrective actions taken.

d) Environmental and regulatory compliance status, ensuring adherence to emissions limits, safety protocols, and operational guidelines.

If a Power Generation Shortfall or service interruption occurs, the Seller shall immediately document and report the issue to the Buyer and LUMA immediately of occurrence. This process ensures that all service disruptions are tracked, and corrective measures are taken without delay.

Commented [JC25]: LUMA is the entity that coordinates the dispatch of generation, so the term "Buyer" should also include a reference to LUMA

5.6 Performance-Based Payment Adjustments

The Buyer shall compensate the Seller based on actual power delivered, in accordance with Article IX (Invoicing and Payment). If the Seller fails to meet operational performance obligations, the Buyer reserves the right to adjust payment amounts to reflect actual service levels.

If the Seller fails to provide the agreed-upon power output, the Buyer may:

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a) Require the Seller to submit a Performance Correction Plan within ten (10) calendar days of receiving written notice from the Buyer. The plan shall outline specific corrective actions and include a clear timeline for restoring full-service reliability, which shall not exceed thirty (30) calendar days from submission unless otherwise agreed in writing by the Buyer.

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B) If the Seller fails to submit the Performance Correction Plan within the required timeframe or fails to implement the corrective actions in accordance with the approved timeline, the Buyer may procure substitute power from alternative sources. Any incremental cost incurred by the Buyer as a result shall be deducted from payments otherwise due to the Seller.

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5.7 Service Adjustments and Long-Term Planning

For long-term operational planning, the Buyer and Seller shall conduct quarterly service reviews to:

a) Assess power generation performance and ensure alignment with Puerto Rico's energy security strategy.

b) Determine if operational adjustments to scheduling, output capacity, or infrastructure are required.

c) Establish a framework for expanding service locations or modifying contract terms to meet evolving energy demands.

Any changes to scheduling, dispatch coordination, or service provision shall be formally incorporated into this Agreement through an amendment, subject to approval by PREPA.

ARTICLE VI SELLER'S PERFORMANCE SHORTFALL

6.1 Performance Deficiency and Service Shortfall

If, for any reason other than (a) an event of Force Majeure or an Excused Event, (b) Buyer-directed adjustments to power delivery, or (c) reasons attributable to the Buyer or attributable to the grid, the Seller fails to deliver the scheduled quantity of Power Generation as outlined in the Operational Planning and Power Delivery schedule, the Buyer shall have the right to assess and address the Service Shortfall.

A Service Shortfall occurs when the Seller does not provide the required power generation output at the agreed Delivery Point or fails to meet the contracted Power Availability requirement of 95% uptime. If the Seller fails to deliver more than ~~twenty~~~~thirty~~twenty percent (20~~23~~0%) below the scheduled generation ("Power Generation Shortfall") and such amount below the Power Generation Shortfall being the "shortfall energy") for any Billing Period, the Seller shall pay to the Buyer a penalty equal to thirty percent (30%) of the value of the shortfall energy, calculated at the contract rate per kilowatt-hour ($/kWh). This penalty shall constitute liquidated damages for such failure, and serve as Seller's sole liability and Buyer's sole remedy for such failure.

Additionally, if the Seller diverts power or fuel committed under this Agreement to another buyer, customer, or third party without the prior written consent of the Buyer, such diversion shall constitute a material breach. In that event, the Seller shall pay the Buyer a penalty equal to thirty percent (30%) of the value of the diverted energy or LNG volume, calculated at the contract rate, in addition to any other remedies available under this Agreement. This penalty shall be cumulative and shall not preclude the Buyer from pursuing other remedies for breach under this Agreement, including Liquidated Damages, Termination for Cause, or injunctive relief.

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6.2 Payment of Seller Shortfall Compensation

Any Seller Shortfall Payment owed to the Buyer shall be due and payable in accordance with Article IX (Invoicing and Payment). The Seller shall ensure that payments for any service deficiencies are processed promptly, preventing disruptions in financial settlements between the Parties.

If shortfall payments are not settled within the specified timeframe, the Buyer reserves the right to deduct the unpaid amount from future payments due to the Seller under the Performance-Based Service Contract.

6.3 Acknowledgment of Performance-Based Damages

The Seller acknowledges that any failure to meet power generation obligations results in measurable financial and operational impacts for the Buyer. Due to the complexity of estimating damages associated with a failure to deliver scheduled power, the compensation outlined in Article 6.1 is agreed upon as a reasonable estimate of such damages.

Both Parties recognize that the 95 % Power Availability requirement is a fundamental obligation of this Agreement and that any deviation from this standard must be addressed through corrective action plans and financial reconciliation.

This structure ensures that the Seller remains accountable for power generation reliability, while also providing the Buyer with a mechanism to recover costs associated with service shortfalls.

ARTICLE VII MEASUREMENT, TESTING, AND OPERATIONS

~~7.1 Measurement and Verification of Power Generation~~

~~The Contractor~~Seller ~~shall ensure that all power generation output is accurately measured, monitored, and reported in compliance with this Agreement. All measurements shall be conducted using industry-standard metering equipment that meets the technical specifications outlined in Exhibit G (Technical Specifications and Measurement Standards).~~

~~The Contractor~~Seller ~~shall ensure that all measurement processes comply with applicable North American Electric Reliability Corporation (NERC) standards, Federal Energy Regulatory Commission (FERC) regulations, and IEEE 1547 interconnection standards.~~

~~The Buyer shall have the right to conduct independent audits and verification tests of power generation output to ensure compliance with this Agreement. The~~ Seller ~~shall provide full access to operational data, metering records, and verification reports in compliance with ISO/IEC 17025 standards for testing and calibration.~~

~~7.2 Power Measurement Standards~~

~~Power generation and delivery under this Agreement shall be measured in kilowatt-hours (kWh) and megawatts (MW) using a standardized approach to ensure accuracy and consistency, in compliance with ANSI C12.20 (Electric Meter Accuracy Standards).~~

~~All meters shall be programmed to measure output at a base frequency of 60 Hz and a voltage level of 115kV or 230kV, in accordance with Buyer's grid specifications. The~~

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measurement process shall align with NERC BAL-003 Frequency Response Standards, ensuring grid stability and reliability.

Power output measurements shall be continuously logged and stored electronically, ensuring compliance with FERC Order 760 for market transparency and performance tracking. The ContractorSeller shall provide real-time telemetry data to the Buyer using communication protocols compliant with IEEE 1815 (DNP3 Standard for Real-Time Data Exchange). This will allow for continuous monitoring of power generation levels, system availability, and compliance with contractual performance obligations.

In the event of metering equipment failure, power generation measurements shall be estimated based on historical operational data, with corrections applied as agreed upon by both Parties. Any such adjustments must be documented and verified in compliance with ISO 50001 Energy Management System Standards to ensure transparency in power tracking and energy efficiency compliance.

7.3 Metering Equipment and Calibration Requirements

The Buyer has installed ultrasonic meters at the Delivery Points to measure power output, flow rates, and system performance. The Seller shall be responsible for maintaining, calibrating, and verifying the accuracy of these meters, ensuring that they remain operational throughout the Performance Period. Calibration shall be conducted in accordance with ISO/IEC 17025 Calibration Standards for Testing Laboratories.

If the metering equipment is found to be inoperable or registering inaccurately, the volume of power delivered shall be estimated using the following methodology, prioritized in the order below:

a) Correction of the metering error based on calibration tests, historical data, or mathematical calculations.

b) Comparison with previous operational periods under similar conditions when the meters were functioning correctly.

c) Use of external metering verification, performed by a third-party auditor, following ISO 19011 Guidelines for Auditing Management Systems.

The Seller shall notify the Buyer immediately of any suspected or confirmed metering inaccuracies and provide a corrective action plan to restore accurate measurement functionality.

~~7.4 Verification and Performance Testing~~

~~The Contractor~~Seller ~~shall conduct monthly verification tests to ensure that all metering equipment remains accurate. These tests must follow ANSI C12.1 (Electricity Metering Standard) for performance validation. Additionally, the Buyer shall have the right to request third-party verification of power generation performance, subject to a minimum two-week prior written notice.~~

~~If metering tests indicate a discrepancy of less than 1%, no adjustments shall be required. However, if the discrepancy exceeds 1%, the metering data shall be corrected, and the Buyer and Contractor~~Seller ~~shall reconcile any affected billing settlements in accordance with FERC Order 757 guidelines for financial adjustments in energy contracts.~~

~~If the actual period during which the metering equipment was out of calibration cannot be determined, an adjustment period shall be set at half the time elapsed since the last valid test, following best practices established under IEEE 519 Power Quality Standards.~~

~~7.5 Operational Data and Availability of Readings~~

~~At the end of each monthly billing period, the Contractor~~Seller ~~shall provide the Buyer with a comprehensive set of metering data and performance records. These records shall include:~~

- ~~a) Hourly and daily power generation data, recorded in compliance with NERC GADS (Generating Availability Data System).~~
- ~~b) Grid frequency and voltage stability metrics, ensuring adherence to IEEE 1547 interconnection standards.~~
- ~~c) Environmental compliance data, verifying emissions limits and regulatory adherence based on EPA CEMS (Continuous Emissions Monitoring System) reporting guidelines.~~

~~The~~ Seller ~~shall maintain a secure data archive of all readings for a minimum of three (3) years, ensuring full auditability of all measurement records. The Buyer shall have the right to audit or request access to these records at any time to ensure compliance with contractual obligations.~~

~~7.6~~7.1 Alternative Measurement Methods for Non-Metered Sites

If a power generation site does not have metering equipment installed, power output shall be determined using alternative methods based on IEEE 241 (Electric Power Systems Engineering) load estimation methodologies.

Power estimation shall be calculated using:

a) Historical power generation records, adjusted for system load factors and fuel efficiency.

b) Fuel consumption data, estimated in compliance with EPA 40 CFR Part 75 (Fuel-Based Emissions Monitoring).

c) Third-party verification audits, following ISO 9001 Quality Management Standards.

Any deviations from the agreed measurement standards shall be documented and mutually approved by both Parties.

~~7.7~~7.2 Periodic Inspections and System Audits

The Seller shall conduct quarterly inspections and calibration of all metering equipment, following ISO 50001 Energy Efficiency Audits. These inspections shall:

a) Be performed in accordance with FERC and NERC power generation audit protocols.

b) Include systemwide performance evaluations to detect inefficiencies.

c) Be documented in operational reports and made available for Buyer review.

If an inspection reveals that power generation performance has deviated from contractual standards, corrective actions must be implemented immediately to restore compliance. The Buyer reserves the right to request additional independent audits if performance concerns arise.

ARTICLE VIII RISK AND INDEMNITY

8.1 General Indemnity During Performance Period

Throughout the entire Performance Period, and to the fullest extent permitted by Applicable Law, each Party shall bear responsibility for damages and losses arising from its own acts, omissions, or negligence. The Seller shall indemnify, defend, and hold harmless the Buyer (PREPA), including its agent Genera PR and associated entities (the "Buyer Group"), from any and all third-party claims involving personal injury, death, or property damage directly or indirectly arising from the Seller's performance under this Agreement—specifically the operation, maintenance, and integration of the

power generation solution—when such claims result from the Seller's negligence, strict liability, or willful misconduct. However, in no event shall Seller's indemnification obligation include any claim brought by a customer of Buyer, or a customer of the electrical utility.

Conversely, the Buyer shall indemnify and hold harmless the Seller and its affiliates (the "Seller Group") against third-party claims for (i) injuries, fatalities, or property damage that arise from the operation of PREPA's Generation Units, to the extent caused by the Buyer's own negligence, strict liability, or Willful misconduct, and (ii) damages associated with any loss or interruption in electricity brought by a customer of Buyer or a customer of the electric utility.

8.2 Title and Risk Transfer

Title and risk of loss for electricity generated by the Seller shall pass to the Buyer at the Delivery Point (either 115kV or 230kV switchyard, as designated in Exhibit C (tec Delivery Points). Until this point, the Seller retains all liability associated with environmental releases, contamination, or accidents involving hazardous materials, equipment failure, or operational mismanagement.

8.3 Environmental and Title Indemnity

The Seller shall fully indemnify the Buyer Group for all environmental damages, claims of title, or regulatory infractions arising from the generation or delivery of power prior to the Delivery Point. This includes responsibility for spills, hazardous material releases, or non-compliance with EPA, NOAA, or local environmental laws. The Buyer shall assume responsibility for such risks after the Delivery Point, including claims relating to downstream environmental impacts or regulatory breaches associated with PREPA's infrastructure. The Buyer shall fully indemnify the Seller Group for all environmental conditions, damages, claims of title, or regulatory infractions arising from previous existing conditions at ~~the~~ each Project Site. This includes responsibility for spills, hazardous material releases, or non-compliance with EPA, NOAA, or local environmental laws.

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8.4 Notice and Défense of Claims

Any Party seeking indemnification under this Article shall provide prompt written notice of any claims or legal proceedings. The indemnifying Party shall have the right to assume full control of the ~~defence~~defense and settlement, provided that any resolution does not impose obligations on the indemnified Party without its consent. The indemnified Party

may participate in such proceedings at its own cost and shall provide reasonable cooperation during legal ~~defence~~defense.

8.5 Excluded Damages

Neither Party shall be liable to the other for indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, use, goodwill, or power

supply, nor for costs related to replacement power or service disruptions, except where such losses are expressly accounted for as remedies under Article VI (Seller's Performance Shortfall) or Article IX (Invoicing and Payment)) or are otherwise payments which are required to be paid pursuant to the terms of this Agreement. Both Parties waive all rights to claim such damages from the other, except where explicitly allowed under this Agreement.

8.6 Third-Party Beneficiaries

Indemnified members of the Buyer Group and Seller Group are designated as third-party beneficiaries under this Agreement with enforceable rights to pursue claims for indemnification directly against the indemnifying Party. These rights are limited solely to the indemnity obligations described in this Article and shall not extend to other provisions of the Agreement unless specifically stated.

ARTICLE IX INVOICING AND PAYMENT

9.1 – Payment Rate and Measurement

The Buyer shall compensate the Seller at a fixed rate per the Project Site $/kWh rates in Exhibit B ~~of~~for electricity generated and delivered to the grid. The applicable metering point for measuring delivered energy shall be the 115kV or 230kV switchyards at the Costa Sur Power Plant and Aguirre Power Plant. Energy output shall ~~must~~ be measured and recorded by metering systems operated by LUMA, and validated ~~validated~~ in accordance with the standards described in Article VII (Measurements, Testing and Operations) and monitored through systems approved by both Genera PR and LUMA. Only verified and accepted kWh values will be eligible for compensation. The Buyer will charge all payments that it owes under this Agreement to the Buyer budget account number 01-4042-54710-050-668-0000 and estimates that its costs under this Agreement will not exceed $_____. For the avoidance of doubt, the Parties have set out the expected account number and estimate of costs for informational purposes to satisfy the requirements of the Puerto Rico Controller. This paragraph does not bind the Parties or modify any other provision of this Agreement.

9.2 – Monthly Invoicing Requirements

The Seller shall submit a Monthly Invoice to the Buyer on or before the tenth (10th) calendar day of each month. The invoice shall reflect the total energy output, measured in kilowatt-hours, delivered during the preceding month, multiplied by the fixed unit rate per the Project Site $/kWh rates in Exhibit B. In addition, the invoice shall contain

Commented [IR28]: Article IX is invoicing and payment

Commented [MQ29]: Incorporate rates structure in Exhibit B

supporting documentation, including a summary of the operational performance (including uptime percentage), the daily and cumulative kWh output, and confirmation of regulatory compliance. Any additional approved logistics charges shall be itemized separately. The invoice shall also include a signed certification by an authorized representative of the Seller, attesting to the accuracy of the invoice and affirming that no public official has received any unauthorized benefit from the transaction.

9.3 – Payment Terms and Method

The Buyer shall remit payment in full within thirty (30) calendar days of receiving a valid and undisputed Monthly Invoice. Payments shall be made by wire transfer to the bank account designated in writing by the Seller. If a dispute arises regarding an invoice, the Buyer must notify the Seller in writing within twenty (20) days, specifying the disputed items. The Buyer shall pay the undisputed portion by the original due date while the Parties work in good faith to resolve the discrepancy. At such time that the disputed amount is resolved, Buyer shall pay the amount due within five (5) days of resolution, plus interest at the lesser of the maximum rate of interest permitted by applicable law, or the Prime Rate plus [3%] from the date of the original invoice through the date payment is made.

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Commented [JC30R2]: Shall not be accepted

9.4 – Late Payment and Remedies

If the Buyer fails to pay any undisputed amount within the thirty (30) day period, the overdue amount shall accrue interest at the ~~Prime Rate, not to exceed~~lesser of the maximum rate of interest permitted by law~~.~~ or the Prime Rate plus [3%],. The interest shall begin accruing on the first day after the due date and continue until payment is made in full. If the Buyer remains in default for five (5) Business Days following receipt of a written notice from the Seller, the Seller shall have the right to suspend service until the outstanding balance is paid. If Buyer remains in default for mor than sixty (60) days, Seller shall have the right to terminate this Agreement in which event Buyer shall be obligated to pay all amounts due and owing, plus an amount equal to the Termination Payment as liquidated damages for Buyer's breach. Upon such termination, Seller shall remove the Temporary Power Generation Units and Buyer shall be required to pay Seller the Demobilization Fee.

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9.5 – Comptroller Registration Compliance

Pursuant to Law Number 18 of October 30, 1975, as amended, the Seller acknowledges that no payments will be issued under this Agreement until the contract is duly registered with the Office of the Comptroller of the Government of Puerto Rico. The Seller shall ensure timely submission of all required documentation to facilitate such registration.[2]

ARTICLE X DUTIES, TAXES AND CHARGES

Each Party shall be responsible for all taxes, duties, charges, licenses, and levies imposed by any Governmental Authority that are attributable to their respective roles and obligations under this Agreement. Seller shall be solely responsible for all duties, levies, import fees, taxes, and associated charges that arise from the importation, deployment, operation, and maintenance of the mobile or land-based power generation

[2] NTD: To confirm required documentation

units, including any sales, use, or excise taxes associated with the services rendered. This includes any taxes assessed on the equipment, fuel, infrastructure, and labor utilized[3] in delivering power to the grid under the agreed-upon performance-based payment structure per the Project Site $/kWh rates in Exhibit B.

If Buyer is required to pay or remit any taxes that are the legal obligation of the Seller, Seller shall reimburse Buyer promptly upon presentation of evidence of such payment. Both Parties agree to cooperate in providing and exchanging any necessary documentation to support tax exemption claims, credit eligibility, or incentive programs as permitted under applicable Puerto Rican and U.S. federal tax laws, to the extent such cooperation does not impose material obligations on the non-requesting Party.

[33] NTD: Parties to discuss applicability of taxes in light of PREPA as counterparty

Seller further represents and warrants that it is the importer of record for any equipment, components, or fuel used under this Agreement. Seller is responsible for compliance with all import regulations, including filing entries, paying customs duties, and satisfying all record-keeping obligations associated with such imports. Seller affirms that Exhibit E (Tax Structure and Cost Breakdown) includes a complete list of all taxes included in the Project Site $/kWh rates in Exhibit B or otherwise intended to be recovered under this Agreement.[4] Buyer shall have no obligation to pay any taxes not itemized in Exhibit E (Tax Structure and Cost Breakdown) or otherwise explicitly included in the agreed $/kWh price. If any tax listed in Exhibit E (Tax Structure and Cost Breakdown) is reduced, eliminated, or otherwise amended during the Term, the Parties agree that such change will automatically take effect and adjust the applicable tax treatment without requiring formal amendment, mutatis mutandis.

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ARTICLE XI FORCE MAJEURE

11.1 Definition and Scope

Neither the Seller nor the Buyer shall be liable for any failure to perform, or for delay in the performance of, any obligation under this Agreement (other than the obligation to make payments when due), if and to the extent such failure or delay is caused by an event of Force Majeure. Force Majeure refers to any event or condition not within the reasonable control of the affected Party, which could not have been prevented or mitigated with reasonable diligence or foresight, and which renders performance commercially impracticable. The affected Party must have acted in accordance with the standard of a Reasonable and Prudent Operator. Events constituting Force Majeure may include, but are not limited to, natural disasters (hurricanes, earthquakes, floods), explosions, acts of war or terrorism, civil unrest, epidemics, port unavailability, breakdown of transmission infrastructure, maritime or navigational hazards, and any delays or denials by Governmental Authorities in issuing required permits or authorizations.

11.2 Exclusions from Force Majeure

Force Majeure does not include: (a) economic hardship, market downturns, or unfavourable industry conditions; (b) failure to secure necessary permits or authorizations due to the Party's own lack of due diligence or noncompliance; or (c) increases in costs or decreases in market demand. Each Party is expected to exercise commercially reasonable efforts to prevent foreseeable disruptions, and shall not be excused if failure to perform is the result of negligence or operational mismanagement.

11.3 Notification and Mitigation Obligations

[4] NTD: See note above re taxes

A Party seeking relief under this Article must notify the other Party in writing as soon as reasonably practicable after the occurrence of the Force Majeure event. The notice must include a description of the event, the specific obligations affected, the estimated duration of the event, and steps being taken to mitigate its impact. The affected Party shall continue to provide regular updates regarding the status of the Force Majeure and shall use commercially reasonable efforts to resume performance as soon as possible, including implementing temporary or alternative solutions where feasible.

11.4 Access and Verification

At the request of the non-affected Party, the affected Party shall allow reasonable access to the site or facilities impacted by the Force Majeure event, provided that such access does not pose safety risks or violate confidentiality or third-party contractual obligations. Any costs incurred in connection with such access shall be borne by the requesting Party.

11.5 Third-Party Force Majeure Impact

An event primarily affecting a third party (including suppliers, transporters, or governmental bodies) may be deemed a Force Majeure under this Agreement if the affected Party demonstrates that the event would have qualified as Force Majeure had it occurred directly to the affected Party, and that it has exhausted all commercially reasonable alternatives to mitigate the effects.

11.6 Duration and Termination Rights

Force Majeure shall be deemed to take effect from the time the event begins, not from the date notice is provided. A Party shall not be required to incur unreasonable costs or investments to overcome the effects of Force Majeure. If the Seller is unable to perform its service obligations due to a Force Majeure event for ninety (90) consecutive days—or sixty (60) days if the Seller is not making good faith efforts to resolve the disruption—the Buyer shall have the right to terminate this Agreement without penalty by providing written notice to the Seller.

ARTICLE XII REPRESENTATIONS, WARRANTIES, AND LIABILITIES

12.1 Representations and Warranties

Each Party represents and warrants to the other, as of the Effective Date, that it has the legal authority and capacity to enter and perform this Agreement in accordance with its terms. With respect to the Seller, it represents that it is a corporation or limited liability company duly formed, validly existing, and in good standing under the laws of its

jurisdiction of incorporation or organization and is authorized to conduct business in all jurisdictions necessary for the performance of this Agreement.

The Buyer, the Puerto Rico Electric Power Authority (PREPA), is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, duly organized and existing under applicable law. It represents that it has obtained all necessary consents and approvals required under applicable laws, including PROMESA, from relevant authorities such as the Oversight Board and the Puerto Rico Fiscal Agency and Financial Advisory Authority. The Buyer also represents that all amounts payable under this Agreement are considered "Current Expenses" within the meaning of the Trust Agreement,[5] are consistent with standard public utility practices, and are essential for the operation of the Generation Units.

Each Party further represents that the execution and performance of this Agreement have been duly authorized by all necessary corporate action and do not violate any applicable laws, internal organizational documents, or existing contractual obligations. This Agreement constitutes a valid and binding obligation of each Party, enforceable according to its terms.

12.2 Title and Delivery Warranty

The Seller warrants that it has good and marketable title to all power delivered under this Agreement and that such power shall be free from all liens, encumbrances, or adverse claims at the time of delivery. The Seller does not make any implied warranties, including merchantability or fitness for a particular purpose, except as explicitly required under this Agreement. However, all delivered power must comply with the specifications established in Article IV (Service Performance and Quality Standards)

12.3 Seller Readiness Obligations

The Seller shall undertake all actions necessary to initiate performance under this Agreement promptly upon execution and receipt of any required authorizations. This includes, but is not limited to:

- Executing all contracts necessary for the acquisition, leasing, or use of generation equipment and associated systems;
- Securing all applicable federal, Commonwealth, and municipal permits, including environmental, emissions, interconnection, and operational authorizations;

[5] NTD: Parties to discuss

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- Completing all required construction, site preparation, or mobilization activities for the deployment of the Land-Based Generation Units and any supporting infrastructure upstream of the Delivery Point;
- Executing and managing all fuel supply agreements, fuel transportation contracts (including maritime, land-based, or transshipment arrangements), and any necessary agreements for port access, fuel storage, and bunkering services;
- Ensuring the availability of fuel to support the continuous operation of the generation units at the agreed-upon capacity, including establishing any contingency plans to address supply chain disruptions;
- Coordinating with PREPA, Genera PR, and any relevant third parties to ensure seamless integration into the grid and compliance with technical and operational requirements.

All such activities shall be carried out at the sole cost and risk of the Seller and in accordance with the timeline established under this Agreement, unless otherwise agreed to in writing by the Parties.

12.4 Buyer Readiness Obligations

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The Buyer shall undertake commercially reasonable efforts to be ready to receive power at the commencement of the Service Period. This includes coordinating the completion of any necessary interconnection infrastructure, grid preparation, and downstream systems required to receive power safely and reliably at the Delivery Point. The Seller shall coordinate with the Buyer and LUMA in a timely manner to provide relevant technical information and support to facilitate these readiness activities. At the Buyer's request, the Seller may also act as a facilitator in permitting processes related to interconnection or other grid readiness components, provided that such assistance shall not transfer responsibility for permitting compliance from the relevant parties.

~~12.5~~12.4 Limitation of Seller's Liability

The Seller's liability for failure to deliver power in accordance with this Agreement shall be limited to the compensation mechanisms described in Article VI (Seller's Performance Shortfall). The Buyer's remedies shall be restricted to those detailed under Article V.6 (Performance-Based Payment Adjustments), except in circumstances specifically permitting termination under Article XIV (Termination). This limitation of liability is consistent with the performance-based nature of this Agreement and is intended to ensure fair and predictable outcomes in the event of service shortfalls.

ARTICLE XIII CONFIDENTIALITY

Each Party ("Disclosing Party") may, from time to time, disclose to the other Party ("Receiving Party") certain confidential, proprietary, or non-public information ("Confidential Information") relating to this Agreement, including but not limited to technical, financial, operational, commercial, or legal information, whether in oral, written, graphic, electronic or other form. The Receiving Party agrees to maintain all such Confidential Information in strict confidence and to use such information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

The Receiving Party shall not disclose any Confidential Information to any Third Party without the prior written consent of the Disclosing Party, except to its employees, agents, sellers, legal counsel, or financial advisors who have a need to know such information for the purpose of fulfilling the Receiving Party's obligations under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth herein.

The obligations under this Article XIII (Confidentiality) shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information; (c) is lawfully received from a Third Party without restriction and without breach of any obligation of confidentiality; or

Commented [IR33]: Article XIII is risk and indemnity

(d) is required to be disclosed by applicable law, regulation, subpoena, or court order, provided that the Receiving Party shall promptly notify the Disclosing Party (to the extent legally permitted) to allow the Disclosing Party to seek a protective order or otherwise limit the scope of such disclosure.

The confidentiality obligations set forth in this Article XIII (Confidentiality) shall survive the expiration or termination of this Agreement for a period of five (5) years.

ARTICLE XIV – TERMINATION

This Agreement may be terminated under several circumstances, reflecting both mutual agreement and performance-related considerations. The Parties may terminate this Agreement by mutual written agreement, specifying the effective termination date. Additionally, Buyer retains the unilateral right to terminate this Agreement for convenience, by delivering written notice to Seller specifying a termination date no fewer than ten (10) days after the date of such notice. Such Termination for Convenience shall not be subject to dispute or challenge by Seller, provided Buyer complies with the Termination Payment provisions herein.

The Agreement may also be terminated for cause if a Termination Event occurs. If either Party becomes the Defaulting Party by breaching its obligations under this Agreement and fails to cure such breach within any applicable cure period~~,~~ (unless otherwise specified herein, the cure period shall be deemed to be 30 days from receipt of notice of such breach, or in the event such breach is not capable of being cured within 30 days, such additional amount of time so long as the party is reasonably pursuing such cure, unless otherwise specified herein), the non-defaulting Party may terminate the Agreement by written notice. Specific Termination Events include failure to pay undisputed invoices exceeding one million dollars ($1,000,000.00) within ten (10) Business Days of written notice or with respect to amounts less than one million dollars ($1,000,000), within thirty days of written notice; Seller's abandonment of service for more than three (3) days without substantial efforts to resume; insolvency or financial default, including moratorium, liquidation, or custodianship; or any breach of compliance obligations. In the event this Agreement is terminated for cause by Seller, as liquidated damages, Buyer shall be obligated to pay Seller an amount equal to the Termination Payment plus any amounts that are then owing, as Seller's sole remedy and Buyer's sole liability, and Seller shall not be required to transfer the Temporary Power Generation Units to Buyer. In the event this Agreement is terminated for cause by Buyer, as liquidated damages, and as Buyer's sole remedy and Seller's sole liability, Seller shall be obligated to pay Buyer an amount equal to the lesser of (i) 30 percent of the Termination Payment (expressly excluding the Demobilization Fee), or (ii) Buyer's actual damages. In such event, Seller shall be obligated to remove the Temporary Power Generation Units and Buyer shall not be obligated to pay the Demobilization Fee.

Suspension rights are provided to the non-defaulting Party in the event of a Termination Event. Upon five (5) days' written notice, the non-defaulting Party may suspend its performance obligations under this Agreement. During suspension, the non-defaulting Party shall not be liable for failure to deliver or receive Natural Gas~~.~~ or electricity. If the Termination Event is cured during this period, any such suspension shall be deemed revoked and normal contractual obligations shall resume without prejudice.

Upon termination of this Agreement by Buyer for Convenience, or termination of this Agreement at the end of the Initial Term, upon Seller's receipt of the Termination Payment (expressly excluding the Demobilization Fee) and all other amounts then owing under this Agreement, Seller shall transfer and assign the Temporary Power Generation Units to Buyer for $1.00. However, if Buyer does not desire to have Seller transfer and assign the Temporary Power Generation Units to Buyer, Buyer shall be obligated to pay the Demobilization Fee to Seller, and upon receipt, Seller shall commence removing the Temporary Power Generation Units from the Project Site.

Termination for any reason does not affect either Party's accrued rights or remedies prior to the effective date of termination. This includes, but is not limited to, the right to pursue claims for past due amounts or damages arising from breach. If this Agreement is terminated by Buyer under the Termination for Convenience provision, Buyer shall pay to Seller the applicable Termination ~~for Convenience~~ Payment~~ as identified in Seller's Proposal~~, within fifteen (15) days after the effective termination date, plus any other amounts that are due and owing under this Agreement. This payment

represents full and final compensation to Seller, and Seller waives all other remedies or claims against Buyer related to such termination.

Finally, to the fullest extent permitted under applicable law, both Parties hereby irrevocably waive any right to seek equitable rescission or invalidation of this Agreement following its execution. This waiver ensures the continuity and enforceability of the contract terms, especially critical given the Agreement's eligibility for federal funding and compliance with emergency procurement laws under FEMA, DOE, and other applicable regulations.

ARTICLE XV NOVATION

The Parties expressly agree that no amendment, modification, or change order to this Agreement shall constitute a novation, unless expressly stated otherwise in writing and agreed upon by both Parties. This applies equally in circumstances where Buyer grants Seller a time extension to comply with contractual obligations or waives the assertion of any credit or right under this Agreement. All such modifications shall be binding only to the extent explicitly stated and agreed upon in writing, without altering the foundational legal obligations unless explicitly stated as novation.

ARTICLE XVI – CHANGE IN LAW

If a change in any applicable law, regulation, or governmental mandate occurs during the Term of this Agreement, including changes in tax laws or environmental regulations, any resulting increase in Seller's costs shall be borne solely by ~~Seller.~~Buyer. Accordingly, Buyer shall ~~have no obligation~~be obligated to pay additional sums beyond the agreed pricing~~, and Seller shall remain responsible for performing its obligations at the original contract price. No adjustment~~ to ~~the price or compensation shall be made~~compensate Seller on account of legal changes that increase Seller's cost of performance. Seller agrees that it will not, directly or indirectly, attempt to effect a change in any law or regulation which could reasonably be anticipated to increase Seller's costs or liability for taxes, or which could adversely impact Seller.

ARTICLE XVII APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Legal actions relating to the PREPA Bankruptcy shall be adjudicated exclusively in the United States District Court for the District of Puerto Rico. All other disputes or proceedings arising under this Agreement shall be submitted to the courts of Puerto Rico, to whose jurisdiction the Parties hereby irrevocably submit.

Furthermore, the Parties irrevocably waive any objection based on forum non

convenience and expressly waive any right to trial by jury in any action, suit, or proceeding arising out of or related to this Agreement.

ARTICLE XVIII CODE OF ETHICS

18.1 Anti-Corruption Controls

Each Party represents and warrants that it has established and maintains adequate internal procedures to ensure compliance with applicable anti-corruption laws. These internal controls are designed to prevent the offering or giving of financial or other benefits to induce or reward any individual or entity to improperly perform duties in a public or business context.

18.2 Prohibited Conduct

Each Party certifies that it has not and will not in connection with the performance of this Agreement, offer, promise, or authorize the giving of any financial or other advantage to any public official, civil servant, candidate for political office, or private individual or entity in violation of applicable anti-bribery or anti-corruption laws. Compliance with these provisions is a material condition of this Agreement, and any breach thereof shall entitle the non-breaching Party to terminate the Agreement for cause.

ARTICLE XIX SETTLEMENT OF DISPUTES

19.1 Exclusive Jurisdiction

Any claim, dispute, disagreement, or controversy (each, a “Dispute”) arising between the Parties under this Agreement, or otherwise relating to its subject matter—except for those disputes expressly designated for Expert determination under Article 19.2—shall be resolved exclusively in the United States District Court for the District of Puerto Rico. Notwithstanding the pendency of any such Dispute, each Party shall continue to perform its obligations under this Agreement, except to the extent that such obligations have been validly suspended in accordance with the terms hereof. For clarity, Buyer shall remain obligated to pay all undisputed amounts due under Article IX during the pendency of any Dispute.

19.2 Expert Determination

Disputes arising between the Parties relating specifically to the determination of fuel or power quality under Article IV, or to the procedures under Article VII (Measurement, Testing, and Operations), may be referred by Party to an independent expert (the "Expert") for resolution. Such determination shall be conducted on an expedited basis by an Expert mutually selected by the Parties. The Expert shall not act in an arbitral capacity.

The Party requesting Expert determination shall notify the other Party in writing. If the Parties cannot agree on the identity of an Expert within ten (10) Days of receipt of such notice, either Party may request that the International Centre for Expertise of the International Chamber of Commerce appoint the Expert in accordance with the ICC's Rules for Expertise. Once appointed, the Expert shall remain wholly impartial and shall have no *ex parte* communication with either Party. The determination procedure shall take place in San Juan, Puerto Rico and shall be conducted in English.

The Parties agree to cooperate in good faith and provide the Expert with full access to any information, documentation, personnel, and facilities reasonably required to make a well-informed decision. Prior to issuing a final decision, the Expert shall circulate a draft report and allow both Parties to comment. The Expert shall endeavor to issue a final decision within thirty (30) Days of appointment, but no later than sixty (60) Days, considering the time-sensitive nature of the Dispute. The final decision of the Expert shall be binding and enforceable upon both Parties.

19.3 Qualification of Experts

No individual shall be appointed as an Expert without the prior written agreement of both Parties if such individual: (i) is, or has been within the past ten (10) years, an employee of either Party or its Affiliates; (ii) is, or has been within the past five (5) years, a consultant or seller to either Party or its Affiliates; (iii) holds a ~~significant~~direct or indirect financial interest in either Party; or (iv) lacks a minimum of ten (10) years of professional experience in the North American natural gas industry in fields relevant to the subject matter of the Dispute.

Within two (2) months of the Effective Date, the Parties shall attempt to agree on a list of qualified Experts to facilitate future selection under this Article. If the Parties cannot reach such agreement, then in the event of a future Dispute subject to Expert determination.

ARTICLE XX NON-WAIVER

Failure or delay by either Party to enforce any provision of this Agreement or to exercise any right or remedy arising from a breach shall not be deemed a waiver of that or any other right or remedy, nor shall it prevent future enforcement of the same. Any waiver

must be explicitly stated in writing and signed by the waiving Party. The waiver of any specific breach or default shall not constitute a waiver of any subsequent or other breach or default, whether of the same or a different nature.

ARTICLE XXI CONFIDENTIALITY AND CYBERSECURITY OBLIGATIONS

21.1 Each Party (the "Receiving Party") agrees to maintain the confidentiality of all information disclosed by the other Party (the "Disclosing Party") that is not publicly available, except as permitted under this Article. "Confidential Information" includes all technical, financial, operational, and strategic information, whether disclosed orally, electronically, or in writing, in connection with this Agreement.

21.2 The Receiving Party may disclose Confidential Information without prior consent only to:

a) Its employees, officers, directors, and Affiliates with a need to know;

b) Its financial institutions or advisors for funding and compliance purposes;

c) Regulatory or Governmental Authorities as required by law;

d) Consultants, sellers, or technical service providers directly involved in the execution of services under this Agreement, subject to confidentiality obligations no less protective than those in this Article.

21.3 Each Party must ensure that third-party recipients of Confidential Information (including sellers, advisors, and service providers) comply with equivalent confidentiality obligations.

21.4 If required to disclose Confidential Information under applicable law or by order of a Governmental Authority, the Receiving Party shall give prompt written notice to the Disclosing Party and, when possible, provide an opportunity to obtain a protective order. Buyer's disclosure obligations as a public instrumentality shall supersede any contrary provision herein.

21.5 No public announcement or communication concerning the existence or terms of this Agreement shall be issued without the prior written approval of the other Party, unless required by law or regulation.

21.6 Seller agrees that if it accesses or is granted access to PREPA or Genera PR information systems, it shall maintain an industry-standard cybersecurity program to prevent unauthorized access or disclosure. Buyer reserves the right to audit or assess

Seller's cybersecurity controls, and Seller shall immediately notify Buyer of any suspected or actual data breach.

21.7 Both Parties retain all remedies available at law or in equity to address any actual or threatened breach of this Article.

ARTICLE XXII NOTICES

All formal notices, approvals, or communications required under this Agreement shall be made in writing and sent to the addresses specified in Article XXIV (Address For Notice). Notices shall be delivered personally, sent by certified mail, or transmitted electronically with confirmation of receipt. All notices shall be in English unless otherwise agreed in writing.

ARTICLE XXIII CONTINGENT FEES

Seller certifies that it has not engaged any agent, broker, or third party to solicit or secure this Agreement based on commission, percentage, or contingent fee arrangements. Any violation of this representation shall entitle Buyer to terminate this Agreement or reduce the compensation due to Seller by the amount of such fee. This Article does not apply to bona fide commercial agencies retained by Seller for legitimate sales or service representation.

ARTICLE XXIV ADDRESSES FOR NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given (i) when delivered personally, (ii) when sent by email with confirmation of receipt, or (iii) upon delivery by a recognized overnight courier service. Notices to the Seller shall be addressed as follows:

SELLER:
[Insert Legal Name]
Attention: [Insert Contact Name]
Telephone: [Insert Number]
Email: [Insert Email Address]

Notices to the Buyer shall be addressed as follows:
Puerto Rico Electric Power Authority (PREPA)
c/o Genera PR LLC, agent of PREPA

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250 Muñoz Rivera Ave., Suite 1200, San Juan, Puerto Rico 00918
Attention:[6]

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Either Party may change its notice details by providing the other Party at least five (5) Business Days' prior written notice of such change.

ARTICLE XXV BUSINESS PRACTICES AND FOREIGN CORRUPT PRACTICES ACT

Each Party agrees to conduct all activities related to this Agreement in compliance with all Applicable Laws, including the United States Foreign Corrupt Practices Act and any other relevant anti-corruption laws. Neither Party shall offer, promise, give, solicit or accept any bribe, facilitation payment, kickback, or any other improper payment, gift, or advantage in connection with the Agreement. Neither Party shall pay any contingent fees to brokers or agents except for bona fide employees or established commercial agents. Each Party agrees to indemnify and hold harmless the other Party for any claims, losses, or liabilities resulting from a violation of this Article. Additionally, each Party shall use commercially reasonable efforts to ensure its Sellers and representatives also adhere to similar standards of conduct.

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ARTICLE XXVI - TRANSFER OF FUNDS

If the Seller assigns or transfers any right to receive payment for goods or services provided under this Agreement, it shall provide written notice to the Buyer in accordance with Act 21-2012. The notice shall include a copy of the transfer agreement, the specific payment amount to be transferred, and complete details of the assignee including name, address, and contact information.

ARTICLE XXVII CONFLICT OF INTEREST

The Seller certifies that no representative involved in this Agreement is employed by any public corporation or government agency in Puerto Rico, nor has any economic interest in the Agreement. The Seller affirms that it has no conflict of interest that would bias its performance. The Seller shall promptly notify the Buyer if any new situation arises that could be perceived as a conflict of interest. The Seller also affirms that it did not gain access to confidential or proprietary information from competitors or evaluation data before submitting its proposal.

[6] NTD: The contact information for both the Seller and the Buyer must be confirmed and completed prior to execution of the Agreement.

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ARTICLE XXVIII UNFAIR LABOR PRACTICE

If the Seller or its subcontractors are found by the Puerto Rico Labor Relations Board or the National Labor Relations Board to have engaged in an unfair labor practice, no further payments shall be made by the Buyer until such non-compliance has been remedied. Such decisions shall be binding unless overturned by a competent court.

ARTICLE XXIX DISCRIMINATION

The Seller certifies that it is an equal opportunity employer and does not engage in discriminatory practices based on race, color, religion, political beliefs, sex, nationality, age, or disability.

ARTICLE XXX COMPLIANCE WITH THE COMMONWEALTH OF PUERTO RICO CONTRACTING REQUIREMENTS

The Seller agrees to comply with all applicable laws, regulations, and executive orders related to contracting in Puerto Rico. All certifications required under Exhibit ED (Seller Certifications) must be submitted. If any outstanding debt is identified, and no resolution is obtained, the Buyer may offset the owed amount from future payments. The Seller shall ensure its subsellers comply with these obligations and provide proof of such compliance.

ARTICLE XXXI PUBLIC OFFICERS OR EMPLOYEES

The Seller certifies compliance with 3 L.P.R.A. § 8615, including prohibitions on entering into contracts with public officials or employees with a personal or economic interest within the preceding four years, or former employees within two years of their departure from public service, unless authorized as stipulated by Puerto Rico law.

ARTICLE XXXII DISPENSATION

The Seller confirms that all necessary dispensations from government authorities have been secured and form part of the contract record.

ARTICLE XXXIII RULES OF PROFESSIONAL ETHICS

The Seller acknowledges familiarity with and responsibility for adhering to all ethical standards applicable to its profession.

ARTICLE XXXIV ANTI-CORRUPTION CODE FOR A NEW PUERTO RICO

The Seller agrees to comply with Act 2-2018 (Anti-Corruption Code for a New Puerto Rico) and Act 14-2004. The Seller affirms that it does not represent conflicting interests and will use locally produced or distributed goods when available.

ARTICLE XXXV CONTRACT REVIEW POLICY

The Seller affirms submission of the certification titled 'Seller Certification Requirement' in accordance with Exhibit D (Seller Certifications). Due to the specialized and non-recurring nature of the services under this Agreement, transfer of skills provisions under the Fiscal Plan are not applicable.

ARTICLE XXXVI INSURANCE

The Seller shall maintain throughout the Agreement the following insurance coverages: Workers' Compensation Insurance under Puerto Rico law; Employer's Liability ($1,000,000); Commercial General Liability ($2,000,000 per occurrence and aggregate); Excess Liability ($10,000,000); Commercial Auto ($1,000,000); Pollution Liability ($1,000,000). Required policies must list PREPA as additional insured, include a 30-day cancellation notice, waive subrogation, and confirm that breach of warranties by the Seller does not affect Buyer's coverage. Insurance must be provided by authorized insurers in Puerto Rico, with original certificates submitted to Buyer.

Commented [MQ34]: This information is being corroborated with PREPA?I

ARTICLE XXXVII GENERAL

In the event of a conflict between the body of this Agreement and its Exhibits, the body shall prevail. If any provision is found invalid, the remainder shall continue in effect. This Agreement does not create any partnership or joint venture and is not enforceable by third parties. It contains the full and final agreement between the Parties and may only be amended in writing signed by both Parties. The Parties acknowledge joint drafting and the assistance of counsel where applicable.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year first above written.

Puerto Rico Electric Power Authority	Power Expectations, LLC
Mary C. Zapata Acosta	Name:
Executive Director	Title
Tax ID: 660-43-3747	Tax ID:

Email: ~~**Signature Page**~~

Exhibit A

Scope of Work and Service Deliverables

Exhibit B

Price Proposal and Rate Schedule

Exhibit C

Delivery Points

Exhibit D ~~FORM OF BOND~~

Commented [IR35]: contractor certification?

Exhibit E

Seller Certifications and Required Declarations

FORM OF SWORN STATEMENT

SWORN STATEMENT

TAX LIABILITY

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "*Seller*"), being duly sworn, hereby declare under oath:

1. That Seller has offices in [Business Address].

2. That Seller does not have any legal obligation and has not had to submit income or sales and use tax returns in Puerto Rico during the past five (5) years, and that it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

3. Seller certifies that it does not have any outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym "*ASUME*").

4. Seller certifies that compliance with the terms of the Agreement will not result in it becoming an entity engaged in trade or business in Puerto Rico.

In [City, State], this [Day] of [Month], 20___.

By:_____
Name:
Title:

Sworn and subscribed before me on the _____ day of _____, 20__, by [Name].

Commented [MQ36]: @Yolanda Velez hay que Incluir clausulas federales

Commented [IR37]: isn't this for exhibit B

(seal)

_____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

1. That my personal status is the one stated above.

2. That I hold the position of _____ of _____ (hereinafter referred to as the "*Seller*") organized as a _____ under the laws of _____ with the Federal Identification No. _____.

3. That I am authorized to represent Seller and all of its partners and members (if applicable) for purposes of this affidavit.

4. That neither Seller nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".

5. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Seller's agreement with _____ while working for the Government of Puerto Rico.

6. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this __ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

CRIM

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "*Seller*"), being duly sworn, hereby declare under oath:

1. My name and personal circumstances are the foregoing.
2. Seller's employer identification number is [Insert, if applicable].
3. Seller's income is derived from the services rendered by it.
4. Seller does not own any real or personal property or use any real or personal property in Puerto Rico in connection with its services.
5. Pursuant to the foregoing, Seller is not required to file a personal property tax return as provided under Article 7.135 of the Puerto Rico Municipal Code, as amended.
6. Seller does not appear at the files of CRIM's electronic system in connection with the filing of the personal property tax return for the last five (5) years, or since the commencement of its services, for the reasons stated above.
7. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this statement in _____, this ___ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Seller certification requirement

Seller shall provide the following certification to the Financial Oversight and Management Board for Puerto Rico and the Commonwealth's Contracting Government Entity, signed by its Chief Executive Officer (or equivalent highest rank officer) for each proposed contract submitted for review:

Unless the context otherwise requires, capitalized terms have the meanings defined in the Master Services and Supply Agreement (the "Agreement"), relating to the [*include name of project*] project. For purposes of this certification, (i) the term "Agreement" is inclusive of any amendments, modifications or extensions, (ii) the "principal stakeholder" shall mean all Persons with an ownership or membership interest, as the case may be, equal to or greater than ten percent (10%) in the Seller; and (iii) the term "principals" shall mean any Person that has full authority to act on behalf of Seller.

1. Seller's subcontractor(s) in connection with the Agreement is (are) the following:

[*Include name of individual or firm, including names of principals, and principal stakeholders of the subcontractor(s)*]

[*Include principal terms and conditions of the contractual relation and role of the subcontractor(s)*]

[*Include amount of proposed contract payable to each subcontractor*]

2. Neither Seller nor any of its principal stakeholders (including any Person or entity with more than a ten percent (10%) ownership interest in Seller), partners, directors, officials or employees, has agreed to share or give a percentage of Seller's compensation under the Agreement to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the Agreement, except as follows:

[*Include name of individual or firm, including names of principals and principal stakeholders of the third party*]

[*Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit*]

3. To the best knowledge of the signatory (after due investigation), no Person has unduly intervened in the procurement, negotiation or execution of the Agreement, for its own benefit or that of a third Person, in contravention of Applicable Law.

4. To the best knowledge of the signatory (after due investigation), no Person has: (i) offered, paid, or promised to pay money to; (ii) offered, given or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such Person in connection with the Agreement (such as the execution of a subcontract with Seller, beneficial treatment under the Agreement, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither Seller, nor any of its principal stakeholders, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third Persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the Agreement, in contravention of Applicable Law.

6. Any incorrect, incomplete or false statement made by Seller's representative as part of this certification shall cause the nullity of the proposed contract and Seller must reimburse immediately to the Commonwealth of Puerto Rico any amounts, payments or benefits received from the Commonwealth of Puerto Rico under the Agreement.

The above certifications are hereby signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: [*include name of Chief Executive Officer (or equivalent highest rank officer)*]

Title:

Date:

Signature: _____

* * * * *

FORM OF SWORN STATEMENT

SWORN STATEMENT

TAX LIABILITY

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "***Seller***"), being duly sworn, hereby declare under oath:

1. That Seller has offices in [Business Address].

2. That Seller does not have any legal obligation and has not had to submit income or sales and use tax returns in Puerto Rico during the past five (5) years, and that it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

3. Seller certifies that it does not have any outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym "***ASUME***").

4. Seller certifies that compliance with the terms of the Agreement will not result in it becoming an entity engaged in trade or business in Puerto Rico.

In [City, State], this [Day] of [Month], 20___.

By:_____
Name:
Title:

Sworn and subscribed before me on the _____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

7. That my personal status is the one stated above.

8. That I hold the position of _____ of _____ (hereinafter referred to as the "***Seller***") organized as a _____ under the laws of _____ with the Federal Identification No. _____.

9. That I am authorized to represent Seller and all of its partners and members (if applicable) for purposes of this affidavit.

10. That neither Seller nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2- 2018, known as the "Anti-Corruption Code for a New Puerto Rico".

11. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Seller's agreement with _____ while working for the Government of Puerto Rico.

12. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ___ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal)

_____

Notary Public

Exhibit ~~F~~E

Tax Structure and Cost Breakdown

Insert list of applicable taxes embedded in any charge under this Agreement from bid.

Exhibit F

Technical Specifications and Measurement Standards

Exhibit ~~H~~G

GOVERNMENT CONTRACTING REQUIREMENTS[7]

Seller ACKNOWLEDGMENTS

1.2 Seller, for itself and its members or partners (if Seller is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

1.3 Seller shall have delivered to PREPA prior to, or shall deliver to PREPA on the Effective Date a copy of a Certificate of Existence, issued by the jurisdiction of its organization or incorporation.

1.4 Seller shall have delivered to PREPA the following, in each case dated no earlier than sixty (60) days prior to the Effective Date:

1.4.1 a sworn statement, signed before a notary public, in the form attached hereto as Attachment 1 certifying that Seller does not have any outstanding tax debts with the Commonwealth of Puerto Rico and that compliance with the terms of the Agreement will not cause it to be required to obtain an authorization to do business in Puerto Rico;

1.4.2 a sworn statement, signed before a notary public, in the form attached hereto as Attachment 2 stating that neither Seller nor any president, vice president, executive director or any member of a board of officials or board of directors, or any Person performing equivalent functions for Seller, has been convicted of or has plead guilty to any of the crimes listed under Articles 6.8 of Act No. 8-2017 or any of the crimes included in Act No. 2-2018; and

1.4.3 a sworn statement, signed before a notary public, in the form

[7] Confirm which set or terms is applicable. On shore?

attached hereto as Attachment 3 stating that Seller (i) does not own

any personal property in Puerto Rico; (ii) is receiving income pursuant to this Agreement in connection with services rendered; and (iii) has not held any personal property in Puerto Rico during the last five (5) years.

1.5 In providing the services, Seller, covenants, represents and warrants to PREPA as follows:

1.5.1 Neither Seller, its subsidiaries or affiliates, nor, when acting on behalf of Seller or its subsidiaries or affiliates, any director or officer or employee of Seller or its subsidiaries or its affiliates (together "Seller Group Members" and each a "Seller Group Member") has violated as of the Effective Date, or shall violate, conspire to violate, or aid and abet the violation of, any Anti-Corruption Laws. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

1.5.2 Neither Seller nor any Seller Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Seller nor any Seller Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

1.5.3 Seller and Seller Group Members maintain and implement as of the Effective Date, and shall maintain and implement, policies, procedures and controls reasonably designed to ensure compliance by Seller with the Anti-Corruption Laws and Sanctions;

1.5.4 Seller shall promptly notify PREPA in writing if, to Seller's knowledge, Seller, or any Seller Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

1.5.5 Seller shall at all times comply with all Applicable Law regarding non-discrimination;

1.5.6 neither Seller nor Seller Group Members, nor any of their representatives, directly or indirectly, to the best of Seller's knowledge, has entered into or offered to enter into, or in the case of Seller shall enter into, any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement; and Seller attests, subject to the penalties for perjury, that the foregoing representation is true;

1.5.7 Seller shall inform PREPA and the 3PPO, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

1.5.8 Seller shall inform PREPA if, at any time during the Term, it or any of its Seller Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

1.5.9 Pursuant to Section 5(f) of Act 120 and subject to the provisions of the Generation O&M Agreement, Seller shall at all times comply with the public policy and regulatory framework applicable it with respect to the PREPA generation assets; and

1.5.10 In delivering the goods or services, Seller shall:

(a) to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

(b) to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

(c) as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

1.5.11 Seller certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Seller further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

1.5.12 Seller hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)). As evidence thereof, Seller has delivered to PREPA a certification issued by ASUME certifying that Seller does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

1.5.13 Seller hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

1.5.14 Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

1.5.15 Seller expressly agrees that the conditions outlined throughout this Exhibit ~~H~~G are essential requirements of Contracts with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Seller and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Seller's negligence, dereliction of duties or breach of this Agreement without limiting any other rights and remedies that PREPA may have as a result thereof, including the remedies available to it under Act No. 2-2018.

1.5.16 Seller hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico

("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8- 2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act 8-2017").

1.5.17 PREPA shall have the right to terminate the Agreement in the event Seller is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

1.5.18 Furthermore, Seller agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

1.5.19 Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

2. Interagency Services Clause

Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

3. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

The Parties acknowledge that Seller has submitted the certification titled "*Seller Certification Requirement*" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by Seller's Executive Director (or another official with an equivalent position or authority to issue such certifications). If applicable, a signed copy of the Seller Certification Requirement. Seller represents and warrants that the information included in Seller Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Seller will have the

obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

4. Termination Clause

To the extent required by Act No. 3-2017 and OE-2021-003, or other Applicable Law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Seller shall be entitled to payment in full for goods or services rendered by it through the date of termination~~.~~, plus the Termination Payment (which shall include the Demobilization Fee to the extent that Seller does not desire to have Buyer transfer and assign the installed Temporary Power Generation Units to the Buyer and Seller is required to remove such Equipment).

PREPA certifies that, to the extent applicable, the Agreement has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that, also to the extent applicable, it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001

GOVERNMENT CONTRACTING REQUIREMENTS

[*NTD: TO BE USED FOR ONSHORE SELLERS/VENDORS*]

1. Seller ACKNOWLEDGMENTS

1.1 Seller, for itself and its members or partners (if Seller is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

1.2 Seller shall have delivered to PREPA prior to, or shall deliver to PREPA on, the Effective Date:

1.2.1 a copy of its current Certificate of Incorporation, Certificate of

Organization or Certificate of Authorization to do Business in Puerto

Rico issued by the Puerto Rico Department of State, as applicable; and

1.2.2 evidence (in each case dated no earlier than sixty (60) days prior to the Effective Date) of either:

(a) the Seller's current RUL or RUP registration; or

(b) in lieu of the RUL or RUP registration required in Section 1.2.2(a), each of the following:

(i) a copy of Seller's Merchant's Registration Certificate.

(ii) a copy of Seller's Merchant's Registration Certificate;

(iii) a Certificate of Good Standing issued by the Puerto Rico Department of State;

(iv) a certification issued by the Puerto Rico Treasury Department indicating that Seller and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

(v) a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Seller has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

(vi) a certification issued by the Puerto Rico Treasury Department indicating that Seller and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

(vii) a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Seller has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

(viii) a certification issued by the Puerto Rico Child Support Administration (ASUME) reflecting that Seller is in compliance with the withholdings required to be made by employers under Applicable Laws;

(ix) a sworn statement under Act 2-2018, signed before a notary public, in the form attached hereto as Attachment 1.

(x) an all concepts debt certification issued by CRIM reflecting that Seller does not owe any taxes to CRIM with respect to real or personal property; and

(xi) a certification issued by the Puerto Rico Labor Department reflecting that Seller is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance.

1.3 In providing the services, Seller, covenants, represents and warrants to PREPA as follows:

1.3.1 Neither Seller, its subsidiaries or affiliates, nor, when acting on behalf of Seller or its subsidiaries or affiliates, any director or officer or employee of Seller or its subsidiaries or its affiliates (together "**Seller Group Members**" and each a "**Seller Group Member**") has violated as of the Effective Date, or shall violate, conspire to violate, or aid and abet the violation of, any Anti-Corruption Laws. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

1.3.2 Neither Seller nor any Seller Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Seller nor any Seller Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

1.3.3 Seller and Seller Group Members maintain and implement as of the Effective Date, and shall maintain and implement, policies, procedures and controls reasonably designed to ensure compliance by Seller with the Anti-Corruption Laws and Sanctions;

1.3.4 Seller shall promptly notify PREPA in writing if, to Seller's knowledge, Seller, or any Seller Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

1.3.5 Seller shall at all times comply with all Applicable Law regarding non-discrimination;

1.3.6 neither Seller nor Seller Group Members, nor any of their representatives, directly or indirectly, to the best of Seller's knowledge, has entered into or offered to enter into, or in the case of Seller shall enter into, any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement; and Seller attests, subject to the penalties for perjury, that the foregoing representation is true;

1.3.7 Seller shall inform PREPA and Genera and the 3PPO if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

1.3.8 Seller shall inform PREPA if, at any time during the Term, it or any of its Seller Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

1.3.9 Pursuant to Section 5(f) of Act 120 and subject to the provisions of the Generation O&M Agreement, Seller shall at all times comply with the public policy and regulatory framework applicable it with respect to the PREPA generation assets; and

1.3.10 In delivering the goods or services, Seller shall:

(a) to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

(b) to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

(c) as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating

in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

1.3.11 Seller certifies and guarantees that:

1.3.12 it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Seller further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico; or

1.3.13 it does not have any legal obligation and has not had to submit income or sales and use tax returns in the Commonwealth of Puerto Rico during the past five (5) years, and it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

1.3.14 Seller hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)). As evidence thereof, Seller has delivered to PREPA a certification issued by ASUME certifying that Seller does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

1.3.15 Seller hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

1.3.16 Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

1.3.17 Seller expressly agrees that the conditions outlined throughout this Exhibit ~~E~~D are essential requirements of Contracts with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Seller and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Seller's negligence, dereliction of duties or breach of this Agreement without limiting any

other rights and remedies that PREPA may have as a result thereof, including the remedies available to it under Act No. 2-2018.

1.3.18 Seller hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8- 2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act 8-2017").

1.3.19 PREPA shall have the right to terminate the Agreement in the event Seller is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

1.3.20 Furthermore, Seller agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

1.3.21 Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

2. Interagency Services Clause

Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

3. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

The Parties acknowledge that Seller has submitted the certification titled "***Seller Certification Requirement***" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by Seller's Executive Director (or another official with an equivalent position or authority to issue such certifications). If applicable, a signed copy of the Seller Certification Requirement is included as Schedule E-2. Seller represents and warrants that the information included in Seller Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Seller will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

4. Termination Clause

To the extent required by Act No. 3-2017 and OE-2021-003, or other Applicable Law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Seller shall be entitled to payment in full for goods or services rendered by it through the date of termination~~.~~, plus the Termination Payment (which shall include the Demobilization Fee to the extent that Seller does not desire to have Buyer transfer and assign the installed Temporary Power Generation Units to the Buyer and Seller is required to remove such Equipment).

PREPA certifies that, to the extent applicable, the Agreement has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that, also to the extent applicable, it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Commented [MQ38]: Include Federal clauses

mczapata23@outlook.com

From: Felix A Hernandez-Caban
Sent: Sunday, June 8, 2025 10:54 AM
To: Mary C Zapata-Acosta; Jorge L Cotto-Perez; Oscar X. Ocasio Gonzalez; Juan Gonzalez
Cc: Marilyn Roman-Morales; Magda Brito-Rivera; Maria Reyes-Robles; Norma I Rivera-Negron; Yessenia Cintron-Laureano; Blanche Gonzalez Hodge
Subject: RE: TPG Power Service Agreement- Last Revision
Attachments: Draft Power Service Agreement Power Expectation June 4th (002).docx

Saludos,

Se adjunta el borrador del acuerdo con comentarios en *track changes*.

Gracias

Felix Hernandez-Caban
Asesor Legal

Phone: 787-521-4616
Email: FELIX.HERNANDEZ@
Visit our website: https://aeep
1110 Ave. Ponce de León, San

From: Mary C Zapata-Acosta <MARY.ZAPATA@prepa.pr.gov>
Sent: Thursday, June 5, 2025 11:46 AM
To: Felix A Hernandez-Caban <FELIX.HERNANDEZ@prepa.pr.gov>; Jorge L Cotto-Perez <JORGE.COTTO@prepa.pr.gov>; Oscar X. Ocasio Gonzalez <oscar.ocasio@prepa.pr.gov>; Juan Gonzalez <jgonzalez@gmlex.net>
Cc: Marilyn Roman-Morales <MARILYN.ROMAN@prepa.pr.gov>; Magda Brito-Rivera <MAGDA.BRITO@prepa.pr.gov>; Maria Reyes-Robles <MARIA.REYES@prepa.pr.gov>; Norma I Rivera-Negron <NORMAI.RIVERA@prepa.pr.gov>; Yessenia Cintron-Laureano <YESSENIA.CINTRON@prepa.pr.gov>; Blanche Gonzalez Hodge <blanche.gonzalez@prepa.pr.gov>
Subject: Fw: TPG Power Service Agreement- Last Revision
Importance: High

Saludos:

Anoche, el 3PPO envió el borrador final del acuerdo para la generación de emergencia para la revisión de la AEE. Para revisar este acuerdo, les solicito lo siguiente:

1. Revisión y comentarios de los aspectos legales del acuerdo: @Felix A Hernandez-Cabany @Juan Gonzalez

2. Revisión y comentarios de los asuntos financieros, como términos de facturación, cobro y pago de la energía, así como otros cargos o penalidades propuestos en el acuerdo: @Oscar X. Ocasio Gonzalez
3. Revisión, comentarios y recomendaciones sobre los aspectos técnicos del acuerdo, incluyendo interconexión eléctrica, infraestructura de combustible, medición de la energía suplida y los procesos operacionales entre el contratista, LUMA y Genera (despacho, salidas programadas, mantenimientos, comunicaciones, etc.). Verificar cómo armoniza este borrador con los acuerdos operacionales actuales entre LUMA y Genera (PGHOA, etc.). - @Jorge L Cotto-Perez

Les solicito sus comentarios y recomendaciones a más tardar el domingo, 8 de junio de 2025, a las 11:00 a.m.

Muchas gracias,

Mary Carmen

Get Outlook for iOS

Mary Zapata-Acosta, PE
Chief Executive Officer

Phone: 787-521-4671
Email: MARY.ZAPATA@prepa
Visit our website: https://aeep
1110 Ave. Ponce de León, San

From: Miguel Garcia <mgarcia@recomspr.net>
Sent: Wednesday, June 4, 2025 8:41:29 PM
To: Mary C Zapata-Acosta <MARY.ZAPATA@prepa.pr.gov>; Felix A Hernandez-Caban <FELIX.HERNANDEZ@prepa.pr.gov>; Jorge L Cotto-Perez <JORGE.COTTO@prepa.pr.gov>; Juan Gonzalez <jgonzalez@gmlex.net>; abilloch@pmalaw.com <abilloch@pmalaw.com>
Cc: Mariela Quinones <mquinones@recomspr.net>; Procurement <Procurement@recomspr.net>; Yolanda Velez <yvelez@recomspr.net>; Francisco Amill <famill@recomspr.net>
Subject: TPG Power Service Agreement- Last Revision

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Good afternoon team, I am attaching the last version of the service agreement for your verification.

Regulatory Compliance Services, Corp

Miguel A. Garcia Torres
Contract Specialist

Mobile: 787.235.8457
Email: mgarcia@recomspr.net

TouchVision Plaza
#1509, Calle Lopez Landron, PH
San Juan, PR 00911

www.recomspr.com

"The most important question to ask on the job ***is not 'What am I getting?'*** *The most important question to ask on the job* ***is 'What am I becoming?'"*** *-- Jim Rohn*

mczapata23@outlook.com

From: Jorge L Cotto-Perez
Sent: Saturday, June 7, 2025 5:06 PM
To: Mary C Zapata-Acosta; Felix A Hernandez-Caban; Oscar X. Ocasio Gonzalez; Juan Gonzalez
Cc: Marilyn Roman-Morales; Magda Brito-Rivera; Maria Reyes-Robles; Norma I Rivera-Negron; Yessenia Cintron-Laureano; Blanche Gonzalez Hodge
Subject: Re: TPG Power Service Agreement- Last Revision
Attachments: Power Service Agreement Power Expectation June 4th_jcp.docx

Saludos,

Adjunto el contrato con mis comentarios y cambios sujeridos, es posible que haya comentado en asuntos que no me fueron asignados... pueden tomarlos como sugerencias. Hay que aclarar que después que este contrato sea firmado por PREPA... segun entiendo será manejado por LUMA tal y cual es con todos los otros PPOA. Quedo al pendiente de cualquier discución.

Gracias,
Jorge L. Cotto Pérez

Jorge Cotto-Perez
Administrador de Operaci

ELECTRIC POW
PDL

Phone: 787-521-4604
Email: JORGE.COTTO@prep
Visit our website: https://aeep
1110 Ave. Ponce de León, San

From: Mary C Zapata-Acosta <MARY.ZAPATA@prepa.pr.gov>
Sent: Thursday, June 5, 2025 11:46 AM
To: Felix A Hernandez-Caban <FELIX.HERNANDEZ@prepa.pr.gov>; Jorge L Cotto-Perez <JORGE.COTTO@prepa.pr.gov>; Oscar X. Ocasio Gonzalez <oscar.ocasio@prepa.pr.gov>; Juan Gonzalez <jgonzalez@gmlex.net>
Cc: Marilyn Roman-Morales <MARILYN.ROMAN@prepa.pr.gov>; Magda Brito-Rivera <MAGDA.BRITO@prepa.pr.gov>; Maria Reyes-Robles <MARIA.REYES@prepa.pr.gov>; Norma I Rivera-Negron <NORMAI.RIVERA@prepa.pr.gov>; Yessenia Cintron-Laureano <YESSENIA.CINTRON@prepa.pr.gov>; Blanche Gonzalez Hodge <blanche.gonzalez@prepa.pr.gov>
Subject: Fw: TPG Power Service Agreement- Last Revision

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1. Revisión y comentarios de los aspectos legales del acuerdo: @Felix A Hernandez-Cabany @Juan Gonzalez
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Les solicito sus comentarios y recomendaciones a más tardar el domingo, 8 de junio de 2025, a las 11:00 a.m.

Muchas gracias,

Mary Carmen

Get Outlook for iOS

Mary Zapata-Acosta, PE
Chief Executive Officer

ELECTRIC POW
PRL

Phone: 787-521-4671
Email: MARY.ZAPATA@prepa
Visit our website: https://aeep
1110 Ave. Ponce de León, San

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Sent: Wednesday, June 4, 2025 8:41:29 PM
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Cc: Mariela Quinones <mquinones@recomspr.net>; Procurement <Procurement@recomspr.net>; Yolanda Velez <yvelez@recomspr.net>; Francisco Amill <famill@recomspr.net>
Subject: TPG Power Service Agreement- Last Revision

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Good afternoon team, I am attaching the last version of the service agreement for your verification.

Regulatory Compliance Services, Corp

Miguel A. Garcia Torres
Contract Specialist

Mobile: 787.235.8457
Email: mgarcia@recomspr.net

TouchVision Plaza
#1509, Calle Lopez Landron, PH
San Juan, PR 00911

www.recomspr.com

*"The most important question to ask on the job **is not 'What am I getting?'** The most important question to ask on the job **is 'What am I becoming?'"** -- Jim Rohn*

mczapata23@outlook.com

From: Procurement <Procurement@recomspr.net>
Sent: Wednesday, June 4, 2025 8:48 PM
To: Mary C Zapata-Acosta; Felix A Hernandez-Caban; Jorge L Cotto-Perez
Cc: Osvaldo Carlo; Yolanda Velez; Francisco Amill; Miguel Garcia; Mariela Quinones
Subject: PREPA Final Documents Review

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Good afternoon , we uploaded the **PREPA Final Documents Review** to our shared folder. Please let us know if you encounter any issues with the link.

PREPA-3PPO folder

Fabián Vélez
3PPO

mczapata23@outlook.com

From: Miguel Garcia <mgarcia@recomspr.net>
Sent: Wednesday, June 4, 2025 8:41 PM
To: Mary C Zapata-Acosta; Felix A Hernandez-Caban; Jorge L Cotto-Perez; Juan Gonzalez; abilloch@pmalaw.com
Cc: Mariela Quinones; Procurement; Yolanda Velez; Francisco Amill
Subject: TPG Power Service Agreement- Last Revision
Attachments: Power Service Agreement Power Expectation June 4th.docx

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Emergency Temporary Power Generation
RFP 3PPO-0314-20-TPG

Performance Service Agreement
Contract

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B	Price Proposal and Rate Schedule
C	Delivery Points
~~**D**~~	~~Form of Bond~~
~~**E**~~**D**	Seller Certifications and Required Declarations
~~**F**~~**E**	Tax Structure and Cost Breakdown
~~**G**~~**F**	Technical Specifications and Measurement Standards
~~**H**~~**G**	Government Contracting Requirements

Commented [MQ1]: Why has this been deleted? A payment of Performance Bond is required

THIS PERFORMANCE BASED SERVICE CONTRACT is made this [●] Day of [Month], 2025 (the "Effective Date") BETWEEN:

(1) **Power Expectations,** LLC (hereinafter called the "Seller"); and
(2) **PUERTO RICO ELECTRIC POWER AUTHORITY** ("PREPA"), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by an Act of 2 May 1941, No. 83, as amended, with its principal place of business at P.O. Box 363928, San Juan, Puerto Rico 00936-3928. represented by [●], of legal age, [married] and authorized signatory of Genera (hereinafter called the "Buyer").

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Seller and Buyer shall each be a "Party" and, together, the "Parties."

WITNESSETH

(A) WHEREAS, on January 24, 2023, the Puerto Rico Public-Private Partnerships Authority ("P3A"), the Puerto Rico Electric Power Authority ("PREPA"), and Genera PR LLC ("Genera") entered into the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (the "Generation O&M Agreement"), whereby Genera became the operator of the Legacy Generation Assets (as defined therein) as agent of PREPA;

(B) WHEREAS, PREPA, by virtue of Act No. 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage services necessary and convenient to pursue its programs and responsibilities;

(C) WHEREAS, pursuant to the Generation O&M Agreement, PREPA designated and appointed Genera as its agent;

(D) WHEREAS, the Third-Party Procurement Office ("3PPO") was established under the P3A, as mandated by the Puerto Rico Electric System Transformation Act (Act No. 120-2018) and the Puerto Rico Public-Private Partnerships Act (Act No. 29-2009), to carry out procurement actions for public-private partnership initiatives where official conflicts of interest may arise, including procurement actions related to PREPA;

(E) WHEREAS, the Puerto Rico Energy Bureau ("PREB"), through Resolution NEPR-MI-2023-0004, identified a potential conflict of interest in connection with Genera's role and therefore authorized and instructed the 3PPO to act as the procurement entity for the temporary emergency generation project and to issue the corresponding Request for Proposals;

(F) WHEREAS, although it was initially contemplated that Genera would execute the power purchase agreement, further legal and contractual review confirmed that Genera, in its capacity as operator under the Generation O&M Agreement, is not authorized to contract for the purchase of power on its own behalf, and thus, PREPA must serve as the signatory party to this Power Generation Sale and Purchase Agreement;

(G) WHEREAS, federal funds may potentially be sought through FEMA Project Worksheets for Costa Sur and Aguirre under the mitigation program to cover interconnection-related costs. Accordingly, PREPA and the 3PPO have followed applicable federal procurement and cost principles and have opted to itemize the interconnection costs independently, in case FEMA ultimately agrees to fund those costs;

(H) WHEREAS, after further technical consideration it was provided that Costa Sur had only capacity for receiving up to 200 MW instead of the procured capacity of up to 400 MW,

(I) WHEREAS, the proposed power generation solutions must utilize proven, high-efficiency technology, such as combined cycle or reciprocating engines, and include state-of-the-art environmental control and monitoring systems. The system must meet a minimum annual equivalent availability factor of 95%;

(J) WHEREAS, [TBD] shall provide an emergency response plan detailing how their solution withstands hurricanes, including specific resistance to wind speeds and storm surge levels. The plan shall outline sustained operation capabilities, procedures for temporary deployment, and the time required to restore full operational capacity after a hurricane event. The units must integrate into Puerto Rico's Transmission & Distribution (T&D) infrastructure without requiring significant upgrades. The project must fully comply with all procurement and operational guidelines established by the 3PPO. Additionally, the project must meet environmental regulations, including compliance with the Clean Water Act, Clean Air Act, New Source Performance Standards, Hazardous Air Pollutant Standards, Spill Prevention Control & Countermeasure requirements, Facility Response Plans, waste disposal regulations, construction and operating permits, and any future permits and modifications required under local and federal plans. The proponent must also adhere to the PREB's requirement for competitive procurement to secure the most favorable economic and technical conditions for PREPA, ensuring transparency and best value for ratepayers;

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(K) WHEREAS, PREPA requires secure temporary Power Generation units to support the Puerto Rico grid; and

(L) WHEREAS, to address such requirement, and with the express authorization bt the PREB ,the 3PPO issued Request for Proposals 3PPO- 3PPO-0314-20-TPG, in which it sought bids to deliver Power Generation solutions to the requested sites, provide for the vaporization of such LNG in Regas Equipment (as defined below), and deliver Power Generation to the Generation Units, and Seller was selected to deliver LNG, secure use of the required Regas Equipment, and supply such Power Generation to Buyer at the Delivery Points pursuant to the form of Power Generation Sale and Purchase Agreement published as part of the 3PPO-0314-20-TPG to supply and operate modular, temporary power generation facilities totaling 800 MW, divided into two sites 200 MW for Costa Sur and 600 MW for Aguirre;

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"3PPO" means the Third-Party Procurement Office, established under the Puerto Rico Public-Private Partnerships Authority (P3A) to manage procurement related to Public-Private Partnerships, including this Agreement.

"Affiliate" means, in relation to a Party, any company, corporation, partnership, or other legal entity that (a) is directly or indirectly controlled by such Party; (b) directly or indirectly

controls such Party; or (c) is directly or indirectly controlled by an entity that also, directly or indirectly, controls such Party.

"Agreement" means this performance-Based Service Contract, including all Exhibits, Annexes, and Amendments, as may be modified from time to time.

"Applicable Law" means any statute, treaty, convention, regulation, rule, permit, directive, order, or decree issued by any Governmental Authority applicable to the performance of this Agreement, including, but not limited to:

The Puerto Rico Electric Power Authority Revitalization Act

The Puerto Rico Oversight, Management, and Economic Stability Act (PROMESA)

The Clean Air Act, Clean Water Act, and other applicable environmental regulations

"Business Day" means a day other than Saturday, Sunday, or a public holiday in San Juan, Puerto Rico or New York, United States.

"Buyer" means the Puerto Rico Electric Power Authority (PREPA), .

"Costa Sur Power Plant and Aguirre Power Plant" or "Costa Sur and Aguirre" refers to the existing generation facility located in Puerto Rico, where the Seller is required to deploy and integrate the Land-Based Power Generation Solution into the 115kV or 230kV switchyards.

"Seller" refers to the entity responsible for designing, deploying, operating, and maintaining the temporary power generation solution, as awarded under this Agreement.

"Control" means the beneficial ownership, either directly or indirectly, of 50% or more of voting rights in an entity, or the ability to direct its management and policies.

"COD" means the date on which the Temporary Power Generation Units become operational at a Project Site.

"Delivery Point" means the physical location where power generation units interconnect with the Buyer's transmission infrastructure, specifically at the 115kV switchyard at Costa Sur and 230kV switchyard at Aguirre.

'Demobilization Fee" means the amount to be paid by the Buyer to the Seller to remove the Temporary Power Generation Units from the Project Site, as set forth in Section 3.1.

"Deployment Period" refers to the 6030-day window from contract award within which the Seller must have the power generation solution fully operational and connected to the grid. Seller shall use commercially reasonable best efforts to meet the timeline in the Deployment Period however, the Deployment Period shall also be extended, day by day,

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to the extent that unanticipated remediation is necessary at a Project Site, there are delays in gas interconnection that are not caused by Seller, delays in electrical interconnection, delays in equipment procurement, or delays in permitting which are not caused by Seller.

"Dispute" shall have the meaning set forth in Article XIX (Settlement of Disputes).

"Effective Date" means the date on which this Agreement is executed and becomes legally binding.

"Environmental Compliance" means adherence to all applicable federal, state, and local environmental regulations, including the requirements of the EPA, NOAA, and Puerto Rico environmental authorities.

"EPA" refers to the United States Environmental Protection Agency, which enforces environmental protection standards applicable to power generation projects.

"Equipment" means the power generation units, transformers, switchgear, fuel storage facilities, and ancillary infrastructure necessary to provide 200 MW of generation capacity at Costa Sur and 600 MW at the Aguirre.

"Event of Default" means any failure by a Party to meet its contractual obligations, including but not limited to:

Failure to deploy the power generation solution within the Deployment Period.

Failure to maintain Power Availability of 95%.

Breach of regulatory and environmental compliance obligations.

"~~Excused Events~~Force Majeure" means a situation where Seller cannot deliver electricity due to factors beyond its control, including but not limited to an issue with the electrical utility that prevents Seller from delivering power, disruption of natural gas supply outside of Seller's control or otherwise.

"Facility" means the temporary power generation system, including all associated infrastructure, deployed at Costa Sur and Aguirre under this Agreement.

"Fuel Supply" means the fuel required for power generation, whether provided by the Buyer or Seller, as specified in the Agreement.

"Genera PR" refers to Genera PR LLC, acting as the authorized agent of PREPA under the Generation O&M Agreement.

"Generation O&M Agreement" means the contract entered into by PREPA, Genera PR, and the Puerto Rico Public-Private Partnerships Authority (P3A) for the operation and maintenance of PREPA's Legacy Generation Assets.

"Governmental Authority" means any federal, state, or municipal agency, including but not limited to:

The Commonwealth of Puerto Rico

The Financial Oversight and Management Board for Puerto Rico

The Federal Energy Regulatory Commission (FERC)

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"Grid Connection" means the interconnection of the power generation solution to the 115kV or 230kV switchyards at Costa Sur and Aguirre, in compliance with technical standards set by PREPA, LUMA and Genera PR.

"Hazardous Materials" means any substance classified as hazardous or toxic under EPA, OSHA, or Puerto Rico environmental laws.

"."Independent Engineer" means a third-party expert appointed to verify the Seller's compliance with performance standards and certify technical deliverables under this Agreement.

"Infrastructure Support" means all necessary electrical, structural, and civil works required to integrate the power generation solution with the Buyer's transmission network.

"kWh" means kilowatt-hour, a unit of energy measurement used for billing under this Agreement.

"Liquidated Damages" means any pre-agreed financial compensation owed due to a failure to meet contractual obligations, including delayed deployment or failure to maintain operational uptime. With respect to the Liquidated Damages set forth herein, the Buyer and Seller agree that they are reasonably forecasts of actual damages and the harm caused by the breach is difficult to estimate.

"Luma" refers to LUMA Energy, LLC , acting as the authorized agent of PREPA under the transmission and distribution (T&D) O&M Agreement.

"Monthly Billing Period" means the standard invoicing period based on metered energy delivered to the grid.

"NOAA" refers to the National Oceanic and Atmospheric Administration, which oversees marine and coastal environmental compliance.

"Operating Plan" means the detailed procedures and maintenance schedules for power generation operations at Costa Sur and Aguirre.

"Payment Terms" refers to the compensation structure under which the Seller is paid per kWh of metered energy delivered to the grid, per the Project Site rates in Exhibit B.

"Power Generation Shortfall" means Seller fails to deliver more than thirty percent (30%) below the scheduled generation. the scheduled generation.

Commented [MQ7]: PREPA? we originally had this at 20%

"Performance Standard" means the key performance indicators (KPIs) used to evaluate the Seller's operational efficiency, uptime, fuel efficiency, and compliance with grid regulations.

"Permits" means all necessary licenses, approvals, and environmental authorizations required for contract execution.

"Power Availability" means the percentage of time during which the Seller maintains operational uptime, with a contractual obligation of at least 95% uptime.

"Prime Rate" means the Wall Steet Journal (WSJ) Prime Rate.

"Project Site" refers to the designated location at Costa Sur and Aguirre where the power generation systems will be deployed.

"Regulatory Compliance" means full adherence to all environmental, technical, and operational requirements as mandated by the Agreement.

"Scheduled Maintenance" refers to planned ~~servicing~~service and inspections necessary to ensure continuous operation.

"Seller" means the Seller selected under this Agreement to deploy and operate the power generation solution.

"Service Commencement Date" means the date on which the power generation system is fully deployed, tested, and supplying power to the grid.

"Temporary Power Generation Unit" means a non-permanent generation asset that is installed at Costa Sur and Aguirre under this Agreement.

"Termination Payment" means an amount equal to the balance of payments that would be due and owing through the end of the term of the Agreement less fuel and variable O&M costs, but including the Demobilization Fee set forth in Section 3.1 to the extent that Seller is not required to transfer the Temporary Power Generation Units to the Buyer incident to such termination.

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"Transmission System" means the network of high-voltage lines that deliver electricity from the power generation unit to PREPA's grid.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

(a) References to Article and Exhibits – References to Article and Exhibits refer to those within this Agreement. The Exhibits hereto are incorporated by reference and form an integral part of this Agreement.

(b) References to a Person – References to a Person shall include such Person's successors and permitted assigns.

(c) Article and Exhibit Headings – The headings of Article and Exhibits are for convenience only and shall not affect the construction or interpretation of this Agreement.

(d) Singular, Plural, and Gender Usage – Words denoting singular include the plural and vice versa. Words denoting a specific gender (masculine, feminine, neuter) shall be interpreted to include all genders or bodies corporate.

(e) Interpretation of "Include" and "Including" – The terms “include” and “including” shall be construed as “including without limitation”.

(f) References to Agreement and Obligations – The words “agree,” “agrees,” and “agreed” refer to a written agreement that has been executed and delivered by the Parties.

(g) Party Consent and Reasonable Efforts –

If either Party's consent or agreement is required to not be unreasonably withheld, it includes the obligation to not unreasonably delay granting such consent or agreement.

If a Party undertakes “efforts” or “endeavors” to perform or refrain from an action, such obligation shall be interpreted in good faith.

If a Party is constrained by pre-existing contractual obligations to any third party, it shall use reasonable efforts to obtain any necessary waivers to perform its obligations under this Agreement.

A Party may not assume new obligations that would materially affect its ability to comply with this Agreement.

(h) Statutory References – References to any law, statute, or statutory provision shall be construed as a reference to such law as amended, modified, or re-enacted, and shall include any subordinate legislation issued under that provision.

(i) Replacement of Prime Rate –

If, at any time during the Supply Period, the Prime Rate becomes unavailable or inappropriate, the Parties shall promptly meet to discuss and attempt to agree in writing upon a suitable replacement benchmark rate.

If the Parties are unable to agree, either Party may refer the matter to an Expert for determination, in accordance with Article XIX (Settlement of Disputes).

~~1.3 Role of Genera PR as Agent for PREPA~~

~~Seller acknowledges and agrees that, as long as the Generation O&M Agreement remains in effect:~~

~~(a) PREPA’s Rights through Genera – Any provision relating to Buyer (PREPA) as a beneficiary of the Agreement or referencing Buyer’s rights (such as taking action, receiving notices, making determinations, or terminating the Agreement) shall be understood as Genera PR acting as PREPA’s agent.~~

~~(b) Third-Party Beneficiary Status of Genera – References to “Genera” shall mean Genera acting on its own behalf, as a third-party beneficiary of this Agreement.~~

~~(c) Buyer’s Actions Only Through Genera – Buyer (PREPA) is prohibited from taking any direct actions under this Agreement and must act exclusively through Genera as its authorized agent.~~

~~(d) Limitation of Genera's Liability – Genera shall have no liability for any actions it takes on behalf of PREPA, and any obligations arising from those actions shall be exclusively PREPA's responsibility.~~

ARTICLE II SALE AND PURCHASE

2.1 Power Generation Sale and Delivery

The Seller agrees to sell and deliver to the Buyer, identified as the Puerto Rico Electric Power Authority (PREPA), at the designated Delivery Points, and the Buyer agrees to purchase from the Seller, the Power Generation as specified under this Agreement. Such deliveries shall conform to the quality and performance requirements detailed in Article IV (Service Performance and Quality Standard). The specific quantities of Power Generation and the corresponding Delivery Points shall be determined and scheduled according to the procedures outlined in Article V (Operational Planning and Power Delivery). The price applicable to the Power Generation shall be governed by the terms established in Article IX (Invoicing and Payment).

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2.2 Delivery Method and Infrastructure Requirements

The Seller shall deploy and operate Land-Based Power Generation Unit, to provide continuous power to the Costa Sur Power Plant and the Aguirre Power Plant. The generation systems must maintain a minimum availability factor of ninety-five percent (95%) to ensure reliability. The Seller shall be solely responsible for the design, mobilization, installation, and operation of all necessary infrastructure required for seamless integration with LUMA PR's transmission grid, subject to Section 12.4, at the 115kV and 230kV switchyards. This includes, but is not limited to, the provision, installation, and operation of transformers, switchgear, and all auxiliary systems necessary to meet technical, operational, and regulatory compliance standards. Seller shall provide Buyer with access to, and the right to maintain the Temporary Power Generation Units, at each Project Site, with such designated areas being sufficient and suitable for the installation and operation of the Temporary Power Generation Units. Seller shall be responsible for installing and maintaining electrical interconnection between the Temporary Power Generation Units and the power plant. In addition, while Seller will be responsible for obtaining necessary permits, Buyer shall use its best efforts

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to fast track the permitting process.

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2.3 Hurricane Contingency and Port Closure Mitigation Plan

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Seller shall implement and maintain a Hurricane Contingency and Port Closure Mitigation Plan to ensure the timely removal and redeployment of the generation barges in the event of a port closure order issued by the United States Coast Guard. The plan shall include procedures for securing the necessary towing vessels ("tug boats"), complying with Coast Guard-mandated timelines for removal, relocating barges to designated safe anchorage locations, and returning barges as soon as the ports are reopened.

The detailed plan submitted by Seller, which outlines the specific procedures, resources, and coordination protocols to be followed during such events, is hereby incorporated into this Agreement as **Exhibit [XXX]**, and shall form an integral part of this Agreement. Seller shall update the plan as necessary to remain in compliance with applicable regulations and provide any revisions to the Buyer for review and approval.

~~2.3 Additional Delivery Points and Modifications~~

~~If the Buyer requests additional Delivery Points beyond Costa Sur and Aguirre, the Seller shall respond in writing within ten (10) days of receipt of such request. The response shall include proposed terms for the expansion of delivery services, including any required modifications to infrastructure, logistical considerations, and associated cost adjustments. The Buyer shall then have ten (10) days to accept or reject the proposal. Upon acceptance, the Parties shall execute an amendment to Exhibit C (Delivery Points) of this Agreement to reflect the new Delivery Points and the agreed-upon logistics surcharges or infrastructure charges.~~

~~2.4~~2.4.3 Operational and Maintenance Responsibilities

The Seller shall be responsible for the continuous, reliable operation of the power generation units deployed under this Agreement. This includes the execution of both preventive and corrective maintenance activities in accordance with the operational standards and procedures defined in Article VII (Measurement, Testing, and Operations). The Seller shall also implement and maintain real-time monitoring systems capable of tracking power output, availability, and compliance status. Regular operational reports must be submitted to the Buyer, demonstrating adherence to technical, regulatory, and contractual requirements.

~~2.5~~2.4.4 LNG and Regasification Responsibilities

With respects to the Costa Sur Power Plant:
The Seller shall be responsible for the procurement of Liquefied Natural Gas (LNG) required for the Temporary Power Generation Units. Buyer shall be responsible for the delivery, storage and vaporization of ~~LNG required~~LNG required for the Temporary Power Generation Units. Buyer's responsibility includes the provision of re-gas Equipment, connection infrastructure, and all necessary environmental permits.

With respects to the Aguirre Power Plant:
The Seller shall be responsible for the procurement, delivery, storage and vaporization of LNG of Liquified Natural Gas (LNG) required for the Temporary Power Generation. Seller's responsibility also includes the provision of re-gas Equipment, connection infrastructure, and all necessary environmental permits for the Temporary Power Generation.

~~2.6~~2.4.5 Deployment Milestones and Schedule

The Seller shall mobilize, install, and commission the Temporary Power Generation Units at each site within the Deployment Period. Daily deployment reports shall be submitted to the Buyer. Delays not resulting from Force Majeure shall be subject to Liquidated Damages.

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ARTICLE III TERM AND CONDITIONS

3.1 Agreement Term

This Agreement shall become effective on the date of its execution by both Parties and shall remain in effect, as to each Facility, for an initial term of two (2) years commencing on the Commercial Operation Date ("COD") of the Facility at the Project Site (the "Initial Term"). The Agreement may be extended for up to two (2) additional one (1) year periods (each, an "Extension Term") upon mutual written agreement of the Parties.

PREPA will notify Seller of its intention to extend the Agreement no less than one hundred and 180 days ~~ninety~~ (180~~90~~) days prior to the expiration of the then-current Term. The seller shall respond in writing within thirty (30) days of receiving such notice. If Seller agrees in writing within that period, the Term shall be extended accordingly. Any such Extension Terms, shall be referred to as the "Extension Term."

The Agreement shall remain in effect for the full duration of the Initial Term unless earlier terminated by either Party in accordance with the provisions set forth in Article XIV (Termination). The conditions for early termination shall be strictly governed by the terms outlined in the Agreement, ensuring that both Parties maintain stability and continuity in service provision unless justified grounds for termination arise. Upon termination, and only in the event Seller is not required to transfer the Temporary Power Generation Units to Buyer upon Termination, Buyer shall pay Seller a Demobilization Fee in the amount of $52,500,000.00 for the Aguirre Project Site and $17,500,000.00 for the Costa Sur Project Site. Seller shall remove the Temporary Power Generation Units from the Project Sites as soon as practical after its receipt of the above referenced Demobilization Fee.

3.2 Extension of Term

The Buyer may elect to extend the Initial Term of this Agreement for up to two (2) additional one-year periods (each referred to as an "Extension Term"). To initiate an extension, the Buyer must deliver a written notice of election to extend to the Seller no later than ~~thirty~~one hundred and eighty (~~30~~180) days prior to the end of the then-current Term and seller must be able to respond no later than thirty days (30) After the request. This ensures that the extension process is conducted in an orderly manner and allows both Parties adequate time to assess continued service needs.

3.3 Performance Period

The "Performance Period" shall commence on the first day of the Initial Term and remain in effect for the entire duration of the Agreement, including any Extension Terms, unless the Agreement is earlier terminated in accordance with Article XIV (Termination).

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ARTICLE IV SERVICE PERFORMANCE AND QUALITY STANDARDS

4.1 Power Generation Performance Standards

The Seller shall ensure that all power generated and supplied to the Buyer (PREPA) at the Delivery Point (115kV or 230kV switchyard at Costa Sur and Aguirre) complies with the operational and regulatory requirements set forth in Exhibit F (Technical Specifications and Measurements Standards). The Seller must maintain continuous and stable generation of 600 MW at the designated Delivery Point for the Aguirre Power Plant site, and 200 MW at the designated Delivery Point for the Costa Sur Power Plant site, while adhering tto the minimum availability factor of 95%.

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To achieve this, the Seller shall ensure that all generated power meets the required frequency and voltage stability standards of 60 Hz ± allowable deviation, with voltage at 115kV or 230kV. Additionally, the Seller shall provide real-time monitoring and reporting of key operational parameters, including power output, uptime availability, fuel efficiency, and grid compliance. Monthly performance reports shall be submitted to the

Buyer, detailing actual power delivered (in MW and kWh), system uptime, and any deviations from the agreed performance standards.

In addition to operational performance, the Seller shall comply with all environmental and regulatory guidelines, including but not limited to the EPA air emissions limits applicable to power generation, OSHA safety regulations governing workplace and site safety, and NOAA and the U.S Coast Guard requirements for any maritime-based installations, such as a Power Barge. Compliance with these regulations is essential to ensuring the sustainability and legal operation of the power generation services provided under this Agreement.

4.2 FEMA Reimbursement Eligibility

The Parties acknowledge that the services under this Agreement may be funded or reimbursed, in whole or in part, by the Federal Emergency Management Agency (FEMA). The Seller shall ensure full compliance with applicable FEMA cost eligibility criteria, including but not limited to 2 CFR Part 200, the Stafford Act, and guidance published in the FEMA Public Assistance Program and Policy Guide (PAPPG). All invoicing, performance documentation, and reporting shall be sufficient for federal audit purposes.

4.3 Non-Compliance with Performance Standards

If at any time the Seller is unable to meet the required performance standards, it shall immediately notify the Buyer of any existing or anticipated service disruptions. This notification must include details regarding the nature and expected duration of the disruption, the cause of the non-compliance, and the corrective actions being implemented to restore service to the required levels.

In the event of a Power Generation Shortfall, the Buyer reserves the right to take remedial actions to ensure uninterrupted service. Such actions may include procuring power from alternative generation sources, adjusting system dispatch, or activating emergency reserve units to mitigate the impact of reduced power availability. Seller shall work in coordination with the Buyer to minimize disruptions and restore full generation capacity as soon as possible.

The Seller shall take all necessary corrective measures to restore compliance with performance standards without delay. In the case of power output falling below the contracted capacity of 200 MW adjusted by the Power Availability Requirement, for the Costa Sur Power Plant site and 600 MW for the Aguirre Power Plant Site, the Seller must

submit a corrective action plan within

24 hours outlining the necessary steps for restoration. This plan shall include a detailed timeline for system recovery and the expected date of full operational reinstatement.

If the Seller is unable to restore power generation within a reasonable timeframe, the Buyer may request that the Seller deploy backup generation capacity or implement system modifications to ensure continued service reliability. The Seller must cooperate fully with the Buyer in these instances, including making temporary adjustments to the power generation system if required.

In the case of prolonged or recurring failures to meet the 95% uptime requirement, adjustments to the Performance Period and related payment terms shall be reviewed under the provisions of Article IX (Invoicing and Payment). This ensures that any sustained deviations from performance obligations are adequately addressed within the contractual framework.

4.4 Dispute Resolution for Performance Measurement

If any dispute arises between the Parties concerning the measurement, testing, or reporting of power generation performance, the issue shall be resolved through the procedures established in Article XIX (Settlement of Disputes). Parties shall first engage in good-faith negotiations to settle the dispute. However, if a resolution cannot be reached, the matter may be referred to an Independent Engineer or a Third-Party Auditor for an objective assessment of the Seller's compliance with contractual obligations.

The role of the Independent Engineer or Auditor shall be to evaluate and verify performance data, ensuring that all reported figures align with actual operational conditions. Their findings shall be considered final and binding in determining whether the Seller has fulfilled its obligations under this Agreement.

By incorporating these dispute resolution mechanisms, the Agreement provides a structured approach to verifying service performance, ensuring accountability, and maintaining the integrity of the contractual terms.

ARTICLE V OPERATIONAL PLANNING AND POWER DELIVERY

5.1 Power Generation Service Planning

The Seller shall ensure that power generation services are provided in alignment with the Buyer’s operational and dispatch requirements, ensuring continuous, reliable,

and flexible power generation. The Buyer shall define required power output levels on a daily and weekly basis, allowing adjustments to match grid demand fluctuations. The Seller shall maintain full operational readiness to comply with dispatch instructions while upholding the 95% uptime availability requirement throughout the Performance Period.

To facilitate effective power planning, the Buyer shall provide the Seller with a weekly operational forecast detailing anticipated power requirements for the next seven-day period. The Seller shall synchronize its fuel logistics, maintenance schedules, and operational planning with this forecast to ensure uninterrupted service. The weekly forecast may be adjusted in real time to accommodate actual grid conditions, requiring the Seller to maintain operational flexibility to implement necessary modifications.

If the Buyer requests changes to scheduled power delivery, including adjustments to output levels, operating hours, or delivery points, the Seller shall promptly execute such modifications. These adjustments shall not affect the Seller's obligation to maintain full operational readiness or compliance with agreed-upon service performance metrics.

5.2 Performance-Based Dispatch Adjustments

The Buyer reserves the right to modify power delivery requirements in real time based on grid conditions and energy demand. The Seller shall respond immediately to all dispatch orders and implement the required power generation adjustments in accordance with the Buyer's instructions.

The Seller must maintain full operational availability, ensuring that power is delivered at the agreed-upon levels while complying with the 95% uptime requirement. Additionally, the Seller shall provide scalable load adjustments, ensuring the ability to increase or decrease power generation output within the contractual capacity.

If the Buyer identifies an immediate need for additional power from its generators, the Seller shall make commercially reasonable efforts to meet the request. If the Seller is unable to provide the additional power required, it must immediately notify the Buyer, explain the reason for the shortfall, and provide a timeline for restoring the requested service level.

5.3 Infrastructure and Grid Integration for Power Delivery

The Seller is responsible for integrating the power generation system with the Buyer's transmission and dispatch network, ensuring seamless power delivery. All

operations must comply with transmission system protocols and grid regulations as defined by the Buyer and in coordination with LUMA

The power generation system shall be connected at the 115kV or 230kV switchyard at Costa Sur and Aguirre, and the Seller shall ensure compliance with all transmission interconnection requirements[1] to maintain stable power supply. In addition, the Seller shall be responsible for the operation and maintenance of all of its auxiliary systems, including transformers, switchgear, and related electrical components. These systems must remain in full working condition throughout the Performance Period.

The Seller must develop and maintain an operational plan that allows for rapid response adjustments, ensuring full coordination with the Buyer's control center. This plan must include real-time data sharing regarding power generation levels, system availability, maintenance schedules, and any performance deviations that may affect grid operations.

5.4 Curtailment and Adjustments to Power Delivery

If, at any time, the Buyer determines that power generation must be temporarily reduced or halted due to grid conditions, the Seller shall comply with the curtailment order immediately. The Seller must ensure that power output is promptly adjusted while maintaining operational readiness to resume full generation when required.

Following a curtailment event, the Seller shall work with the Buyer to ensure that generation capacity is restored as soon as requested, maintaining grid stability. If the Buyer requests an increase in power generation beyond the contracted capacity, the Seller may propose additional capacity, subject to feasibility and mutually agreed pricing adjustments. Any such request must be formally documented and approved before implementation.

5.5 Operational Monitoring and Reporting

To ensure service reliability, compliance, and transparency, the Seller shall implement real-time monitoring systems to track power output, uptime availability, and grid stability. These systems must provide continuous data collection, allowing both the Seller and the Buyer to always assess the performance of the power generation system.

The Seller shall submit a monthly performance report to the Buyer, including:

a) Actual power delivered, measured in megawatts (MW) and kilowatt-hours (kWh).

[1] NTD: Discuss as they have not been provided

b) Operational uptime percentage, confirming compliance with the 95% availability requirement.

c) Any deviations from performance standards, along with corrective actions taken.

d) Environmental and regulatory compliance status, ensuring adherence to emissions limits, safety protocols, and operational guidelines.

If a Power Generation Shortfall or service interruption occurs, the Seller shall immediately document and report the issue to the Buyer immediately of occurrence. This process ensures that all service disruptions are tracked, and corrective measures are taken without delay.

5.6 Performance-Based Payment Adjustments

The Buyer shall compensate the Seller based on actual power delivered, in accordance with Article IX (Invoicing and Payment). If the Seller fails to meet operational performance obligations, the Buyer reserves the right to adjust payment amounts to reflect actual service levels.

If the Seller fails to provide the agreed-upon power output, the Buyer may:

a) Require the Seller to submit a Performance Correction Plan within ten (10) calendar days of receiving written notice from the Buyer. The plan shall outline specific corrective actions and include a clear timeline for restoring full-service reliability, which shall not exceed thirty (30) calendar days from submission unless otherwise agreed in writing by the Buyer.

B) If the Seller fails to submit the Performance Correction Plan within the required timeframe or fails to implement the corrective actions in accordance with the approved timeline, the Buyer may procure substitute power from alternative sources. Any incremental cost incurred by the Buyer as a result shall be deducted from payments otherwise due to the Seller.

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5.7 Service Adjustments and Long-Term Planning

For long-term operational planning, the Buyer and Seller shall conduct quarterly service reviews to:

a) Assess power generation performance and ensure alignment with Puerto Rico's energy security strategy.

b) Determine if operational adjustments to scheduling, output capacity, or infrastructure are required.

c) Establish a framework for expanding service locations or modifying contract terms to meet evolving energy demands.

Any changes to scheduling, dispatch coordination, or service provision shall be formally incorporated into this Agreement through an amendment, subject to approval by PREPA.

ARTICLE VI SELLER'S PERFORMANCE SHORTFALL

6.1 Performance Deficiency and Service Shortfall

If, for any reason other than (a) an event of Force Majeure or an Excused Event, (b) Buyer-directed adjustments to power delivery, or (c) reasons attributable to the Buyer or attributable to the grid, the Seller fails to deliver the scheduled quantity of Power Generation as outlined in the Operational Planning and Power Delivery schedule, the Buyer shall have the right to assess and address the Service Shortfall.

A Service Shortfall occurs when the Seller does not provide the required power generation output at the agreed Delivery Point or fails to meet the contracted Power Availability requirement of 95% uptime. If the Seller fails to deliver more than ~~twenty~~thirty percent (~~20~~30%) below the scheduled generation ("Power Generation Shortfall") and such amount below the Power Generation Shortfall being the "shortfall energy") for any Billing Period, the Seller shall pay to the Buyer a penalty equal to thirty percent (30%) of the value of the shortfall energy, calculated at the contract rate per kilowatt-hour ($/kWh). This penalty shall constitute liquidated damages for such failure, and serve as Seller's sole liability and Buyer's sole remedy for such failure.

Additionally, if the Seller diverts power or fuel committed under this Agreement to another buyer, customer, or third party without the prior written consent of the Buyer, such diversion shall constitute a material breach. In that event, the Seller shall pay the Buyer a penalty equal to thirty percent (30%) of the value of the diverted energy or LNG volume, calculated at the contract rate, in addition to any other remedies available under this Agreement. This penalty shall be cumulative and shall not preclude the Buyer from pursuing other remedies for breach under this Agreement, including Liquidated Damages, Termination for Cause, or injunctive relief.

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6.2 Payment of Seller Shortfall Compensation

Any Seller Shortfall Payment owed to the Buyer shall be due and payable in accordance with Article IX (Invoicing and Payment). The Seller shall ensure that payments for any service deficiencies are processed promptly, preventing disruptions in financial settlements between the Parties.

If shortfall payments are not settled within the specified timeframe, the Buyer reserves the right to deduct the unpaid amount from future payments due to the Seller under the Performance-Based Service Contract.

6.3 Acknowledgment of Performance-Based Damages

The Seller acknowledges that any failure to meet power generation obligations results in measurable financial and operational impacts for the Buyer. Due to the complexity of estimating damages associated with a failure to deliver scheduled power, the compensation outlined in Article 6.1 is agreed upon as a reasonable estimate of such damages.

Both Parties recognize that the 95 % Power Availability requirement is a fundamental obligation of this Agreement and that any deviation from this standard must be addressed through corrective action plans and financial reconciliation.

This structure ensures that the Seller remains accountable for power generation reliability, while also providing the Buyer with a mechanism to recover costs associated with service shortfalls.

ARTICLE VII MEASUREMENT, TESTING, AND OPERATIONS

~~7.1 Measurement and Verification of Power Generation~~

~~The Contractor~~Seller ~~shall ensure that all power generation output is accurately measured, monitored, and reported in compliance with this Agreement. All measurements shall be conducted using industry-standard metering equipment that meets the technical specifications outlined in Exhibit G (Technical Specifications and Measurement Standards).~~

~~The Contractor~~Seller ~~shall ensure that all measurement processes comply with applicable North American Electric Reliability Corporation (NERC) standards, Federal Energy Regulatory Commission (FERC) regulations, and IEEE 1547 interconnection standards.~~

~~The Buyer shall have the right to conduct independent audits and verification tests of power generation output to ensure compliance with this Agreement. The~~ Seller ~~shall provide full access to operational data, metering records, and verification reports in compliance with ISO/IEC 17025 standards for testing and calibration.~~

~~7.2 Power Measurement Standards~~

~~Power generation and delivery under this Agreement shall be measured in kilowatt-hours (kWh) and megawatts (MW) using a standardized approach to ensure accuracy and consistency, in compliance with ANSI C12.20 (Electric Meter Accuracy Standards).~~

~~All meters shall be programmed to measure output at a base frequency of 60 Hz and a voltage level of 115kV or 230kV, in accordance with Buyer's grid specifications. The~~

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measurement process shall align with NERC BAL-003 Frequency Response Standards, ensuring grid stability and reliability.

Power output measurements shall be continuously logged and stored electronically, ensuring compliance with FERC Order 760 for market transparency and performance tracking. The ContractorSeller shall provide real-time telemetry data to the Buyer using communication protocols compliant with IEEE 1815 (DNP3 Standard for Real-Time Data Exchange). This will allow for continuous monitoring of power generation levels, system availability, and compliance with contractual performance obligations.

In the event of metering equipment failure, power generation measurements shall be estimated based on historical operational data, with corrections applied as agreed upon by both Parties. Any such adjustments must be documented and verified in compliance with ISO 50001 Energy Management System Standards to ensure transparency in power tracking and energy efficiency compliance.

7.3 Metering Equipment and Calibration Requirements

The Buyer has installed ultrasonic meters at the Delivery Points to measure power output, flow rates, and system performance. The Seller shall be responsible for maintaining, calibrating, and verifying the accuracy of these meters, ensuring that they remain operational throughout the Performance Period. Calibration shall be conducted in accordance with ISO/IEC 17025 Calibration Standards for Testing Laboratories.

If the metering equipment is found to be inoperable or registering inaccurately, the volume of power delivered shall be estimated using the following methodology, prioritized in the order below:

a) Correction of the metering error based on calibration tests, historical data, or mathematical calculations.

b) Comparison with previous operational periods under similar conditions when the meters were functioning correctly.

c) Use of external metering verification, performed by a third-party auditor, following ISO 19011 Guidelines for Auditing Management Systems.

The Seller shall notify the Buyer immediately of any suspected or confirmed metering inaccuracies and provide a corrective action plan to restore accurate measurement functionality.

~~7.4 Verification and Performance Testing~~

~~The Contractor~~Seller ~~shall conduct monthly verification tests to ensure that all metering equipment remains accurate. These tests must follow ANSI C12.1 (Electricity Metering Standard) for performance validation. Additionally, the Buyer shall have the right to request third-party verification of power generation performance, subject to a minimum two-week prior written notice.~~

~~If metering tests indicate a discrepancy of less than 1%, no adjustments shall be required. However, if the discrepancy exceeds 1%, the metering data shall be corrected, and the Buyer and Contractor~~Seller ~~shall reconcile any affected billing settlements in accordance with FERC Order 757 guidelines for financial adjustments in energy contracts.~~

~~If the actual period during which the metering equipment was out of calibration cannot be determined, an adjustment period shall be set at half the time elapsed since the last valid test, following best practices established under IEEE 519 Power Quality Standards.~~

~~7.5 Operational Data and Availability of Readings~~

~~At the end of each monthly billing period, the Contractor~~Seller ~~shall provide the Buyer with a comprehensive set of metering data and performance records. These records shall include:~~

- ~~a) Hourly and daily power generation data, recorded in compliance with NERC GADS (Generating Availability Data System).~~
- ~~b) Grid frequency and voltage stability metrics, ensuring adherence to IEEE 1547 interconnection standards.~~
- ~~c) Environmental compliance data, verifying emissions limits and regulatory adherence based on EPA CEMS (Continuous Emissions Monitoring System) reporting guidelines.~~

~~The~~ Seller ~~shall maintain a secure data archive of all readings for a minimum of three (3) years, ensuring full auditability of all measurement records. The Buyer shall have the right to audit or request access to these records at any time to ensure compliance with contractual obligations.~~

~~7.6~~7.1 Alternative Measurement Methods for Non-Metered Sites

If a power generation site does not have metering equipment installed, power output shall be determined using alternative methods based on IEEE 241 (Electric Power Systems Engineering) load estimation methodologies.

Power estimation shall be calculated using:

a) Historical power generation records, adjusted for system load factors and fuel efficiency.

b) Fuel consumption data, estimated in compliance with EPA 40 CFR Part 75 (Fuel-Based Emissions Monitoring).

c) Third-party verification audits, following ISO 9001 Quality Management Standards.

Any deviations from the agreed measurement standards shall be documented and mutually approved by both Parties.

7.77.2 Periodic Inspections and System Audits

The Seller shall conduct quarterly inspections and calibration of all metering equipment, following ISO 50001 Energy Efficiency Audits. These inspections shall:

a) Be performed in accordance with FERC and NERC power generation audit protocols.

b) Include systemwide performance evaluations to detect inefficiencies.

c) Be documented in operational reports and made available for Buyer review.

If an inspection reveals that power generation performance has deviated from contractual standards, corrective actions must be implemented immediately to restore compliance. The Buyer reserves the right to request additional independent audits if performance concerns arise.

ARTICLE VIII RISK AND INDEMNITY

8.1 General Indemnity During Performance Period

Throughout the entire Performance Period, and to the fullest extent permitted by Applicable Law, each Party shall bear responsibility for damages and losses arising from its own acts, omissions, or negligence. The Seller shall indemnify, defend, and hold harmless the Buyer (PREPA), including its agent Genera PR and associated entities (the "Buyer Group"), from any and all third-party claims involving personal injury, death, or property damage directly or indirectly arising from the Seller's performance under this Agreement—specifically the operation, maintenance, and integration of the

power generation solution—when such claims result from the Seller's negligence, strict liability, or willful misconduct. However, in no event shall Seller's indemnification obligation include any claim brought by a customer of Buyer, or a customer of the electrical utility.

Conversely, the Buyer shall indemnify and hold harmless the Seller and its affiliates (the "Seller Group") against third-party claims for (i) injuries, fatalities, or property damage that arise from the operation of PREPA's Generation Units, to the extent caused by the Buyer's own negligence, strict liability, or Willful misconduct, and (ii) damages associated with any loss or interruption in electricity brought by a customer of Buyer or a customer of the electric utility.

8.2 Title and Risk Transfer

Title and risk of loss for electricity generated by the Seller shall pass to the Buyer at the Delivery Point (either 115kV or 230kV switchyard, as designated in Exhibit C (tec Delivery Points). Until this point, the Seller retains all liability associated with environmental releases, contamination, or accidents involving hazardous materials, equipment failure, or operational mismanagement.

8.3 Environmental and Title Indemnity

The Seller shall fully indemnify the Buyer Group for all environmental damages, claims of title, or regulatory infractions arising from the generation or delivery of power prior to the Delivery Point. This includes responsibility for spills, hazardous material releases, or non-compliance with EPA, NOAA, or local environmental laws. The Buyer shall assume responsibility for such risks after the Delivery Point, including claims relating to downstream environmental impacts or regulatory breaches associated with PREPA's infrastructure. The Buyer shall fully indemnify the Seller Group for all environmental conditions, damages, claims of title, or regulatory infractions arising from previous existing conditions at the each Project Site. This includes responsibility for spills, hazardous material releases, or non-compliance with EPA, NOAA, or local environmental laws.

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8.4 Notice and Défense of Claims

Any Party seeking indemnification under this Article shall provide prompt written notice of any claims or legal proceedings. The indemnifying Party shall have the right to assume full control of the defence and settlement, provided that any resolution does not impose obligations on the indemnified Party without its consent. The indemnified Party may

participate in such proceedings at its own cost and shall provide reasonable cooperation during legal defence.

8.5 Excluded Damages

Neither Party shall be liable to the other for indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, use, goodwill, or power

supply, nor for costs related to replacement power or service disruptions, except where such losses are expressly accounted for as remedies under Article VI (Seller's Performance Shortfall) or Article IX (Invoicing and Payment)) or are otherwise payments which are required to be paid pursuant to the terms of this Agreement. Both Parties waive all rights to claim such damages from the other, except where explicitly allowed under this Agreement.

Commented [IR21]: Article IX is invoicing and payment

8.6 Third-Party Beneficiaries

Indemnified members of the Buyer Group and Seller Group are designated as third-party beneficiaries under this Agreement with enforceable rights to pursue claims for indemnification directly against the indemnifying Party. These rights are limited solely to the indemnity obligations described in this Article and shall not extend to other provisions of the Agreement unless specifically stated.

ARTICLE IX INVOICING AND PAYMENT

9.1 – Payment Rate and Measurement

The Buyer shall compensate the Seller at a fixed rate per the Project Site $/kWh rates in Exhibit B of electricity generated and delivered to the grid. The applicable metering point for measuring delivered energy shall be the 115kV or 230kV switchyards at the Costa Sur Power Plant and Aguirre Power Plant. Energy output must be measured and validated in accordance with the standards described in Article VII (Measurements, Testing and Operations) and monitored through systems approved by Genera PR. Only verified and accepted kWh values will be eligible for compensation.

Commented [MQ22]: Incorporate rates structure in Exhibit B

9.2 – Monthly Invoicing Requirements

The Seller shall submit a Monthly Invoice to the Buyer on or before the tenth (10th) calendar day of each month. The invoice shall reflect the total energy output, measured in kilowatt-hours, delivered during the preceding month, multiplied by the fixed unit rate per the Project Site $/kWh rates in Exhibit B. In addition, the invoice shall contain supporting documentation including a summary of the operational performance (including uptime percentage), the daily and cumulative kWh output, and confirmation of regulatory compliance. Any additional approved logistics charges shall be itemized separately. The invoice shall also include a signed certification by an authorized representative of the Seller, attesting to the accuracy of the invoice and affirming that no public official has received any unauthorized benefit from the transaction.

9.3 – Payment Terms and Method

The Buyer shall remit payment in full within thirty (30) calendar days of receiving a valid and undisputed Monthly Invoice. Payments shall be made by wire transfer to the bank account designated in writing by the Seller. If a dispute arises regarding an invoice, the Buyer must notify the Seller in writing within twenty (20) days, specifying the disputed items. The Buyer shall pay the undisputed portion by the original due date while the Parties work in good faith to resolve the discrepancy. At such time that the disputed amount is resolved, Buyer shall pay the amount due within five (5) days of resolution, plus interest at the lesser of the maximum rate of interest permitted by applicable law, or the Prime Rate plus [3%] from the date of the original invoice through the date payment is made.

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9.4 – Late Payment and Remedies

If the Buyer fails to pay any undisputed amount within the thirty (30) day period, the overdue amount shall accrue interest at the ~~Prime Rate, not to exceed~~lesser of the maximum rate of interest permitted by law~~.~~ or the Prime Rate plus [3%],. The interest shall begin accruing on the first day after the due date and continue until payment is made in full. If the Buyer remains in default for five (5) Business Days following receipt of a written notice from the Seller, the Seller shall have the right to suspend service until the outstanding balance is paid. If Buyer remains in default for mor than sixty (60) days, Seller shall have the right to terminate this Agreement in which event Buyer shall be obligated to pay all amounts due and owing, plus an amount equal to the Termination Payment as liquidated damages for Buyer's breach. Upon such termination, Seller shall remove the Temporary Power Generation Units and Buyer shall be required to pay Seller the Demobilization Fee.

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9.5 – Comptroller Registration Compliance

Pursuant to Law Number 18 of October 30, 1975, as amended, the Seller acknowledges that no payments will be issued under this Agreement until the contract is duly registered with the Office of the Comptroller of the Government of Puerto Rico. The Seller shall ensure timely submission of all required documentation to facilitate such registration.[2]

ARTICLE X DUTIES, TAXES AND CHARGES

Each Party shall be responsible for all taxes, duties, charges, licenses, and levies imposed by any Governmental Authority that are attributable to their respective roles and obligations under this Agreement. Seller shall be solely responsible for all duties, levies, import fees, taxes, and associated charges that arise from the importation, deployment, operation, and maintenance of the mobile or land-based power generation

[2] NTD: To confirm required documentation

units, including any sales, use, or excise taxes associated with the services rendered. This includes any taxes assessed on the equipment, fuel, infrastructure, and labor utilized[3] in delivering power to the grid under the agreed-upon performance-based payment structure per the Project Site $/kWh rates in Exhibit B.

If Buyer is required to pay or remit any taxes that are the legal obligation of the Seller, Seller shall reimburse Buyer promptly upon presentation of evidence of such payment. Both Parties agree to cooperate in providing and exchanging any necessary documentation to support tax exemption claims, credit eligibility, or incentive programs as permitted under applicable Puerto Rican and U.S. federal tax laws, to the extent such cooperation does not impose material obligations on the non-requesting Party.

[33] NTD: Parties to discuss applicability of taxes in light of PREPA as counterparty

Seller further represents and warrants that it is the importer of record for any equipment, components, or fuel used under this Agreement. Seller is responsible for compliance with all import regulations, including filing entries, paying customs duties, and satisfying all record-keeping obligations associated with such imports. Seller affirms that Exhibit E (Tax Structure and Cost Breakdown) includes a complete list of all taxes included in the Project Site $/kWh rates in Exhibit B or otherwise intended to be recovered under this Agreement.[4] Buyer shall have no obligation to pay any taxes not itemized in Exhibit E (Tax Structure and Cost Breakdown) or otherwise explicitly included in the agreed $/kWh price. If any tax listed in Exhibit E (Tax Structure and Cost Breakdown) is reduced, eliminated, or otherwise amended during the Term, the Parties agree that such change will automatically take effect and adjust the applicable tax treatment without requiring formal amendment, mutatis mutandis.

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ARTICLE XI FORCE MAJEURE

11.1 Definition and Scope

Neither the Seller nor the Buyer shall be liable for any failure to perform, or for delay in the performance of, any obligation under this Agreement (other than the obligation to make payments when due), if and to the extent such failure or delay is caused by an event of Force Majeure. Force Majeure refers to any event or condition not within the reasonable control of the affected Party, which could not have been prevented or mitigated with reasonable diligence or foresight, and which renders performance commercially impracticable. The affected Party must have acted in accordance with the standard of a Reasonable and Prudent Operator. Events constituting Force Majeure may include, but are not limited to, natural disasters (hurricanes, earthquakes, floods), explosions, acts of war or terrorism, civil unrest, epidemics, port unavailability, breakdown of transmission infrastructure, maritime or navigational hazards, and any delays or denials by Governmental Authorities in issuing required permits or authorizations.

11.2 Exclusions from Force Majeure

Force Majeure does not include: (a) economic hardship, market downturns, or unfavourable industry conditions; (b) failure to secure necessary permits or authorizations due to the Party's own lack of due diligence or noncompliance; or (c) increases in costs or decreases in market demand. Each Party is expected to exercise commercially reasonable efforts to prevent foreseeable disruptions, and shall not be excused if failure to perform is the result of negligence or operational mismanagement.

11.3 Notification and Mitigation Obligations

[4] NTD: See note above re taxes

A Party seeking relief under this Article must notify the other Party in writing as soon as reasonably practicable after the occurrence of the Force Majeure event. The notice must include a description of the event, the specific obligations affected, the estimated duration of the event, and steps being taken to mitigate its impact. The affected Party shall continue to provide regular updates regarding the status of the Force Majeure and shall use commercially reasonable efforts to resume performance as soon as possible, including implementing temporary or alternative solutions where feasible.

11.4 Access and Verification

At the request of the non-affected Party, the affected Party shall allow reasonable access to the site or facilities impacted by the Force Majeure event, provided that such access does not pose safety risks or violate confidentiality or third-party contractual obligations. Any costs incurred in connection with such access shall be borne by the requesting Party.

11.5 Third-Party Force Majeure Impact

An event primarily affecting a third party (including suppliers, transporters, or governmental bodies) may be deemed a Force Majeure under this Agreement if the affected Party demonstrates that the event would have qualified as Force Majeure had it occurred directly to the affected Party, and that it has exhausted all commercially reasonable alternatives to mitigate the effects.

11.6 Duration and Termination Rights

Force Majeure shall be deemed to take effect from the time the event begins, not from the date notice is provided. A Party shall not be required to incur unreasonable costs or investments to overcome the effects of Force Majeure. If the Seller is unable to perform its service obligations due to a Force Majeure event for ninety (90) consecutive days—or sixty (60) days if the Seller is not making good faith efforts to resolve the disruption—the Buyer shall have the right to terminate this Agreement without penalty by providing written notice to the Seller.

ARTICLE XII REPRESENTATIONS, WARRANTIES, AND LIABILITIES

12.1 Representations and Warranties

Each Party represents and warrants to the other, as of the Effective Date, that it has the legal authority and capacity to enter and perform this Agreement in accordance with its terms. With respect to the Seller, it represents that it is a corporation or limited liability company duly formed, validly existing, and in good standing under the laws of its

jurisdiction of incorporation or organization and is authorized to conduct business in all jurisdictions necessary for the performance of this Agreement.

The Buyer, the Puerto Rico Electric Power Authority (PREPA), is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, duly organized and existing under applicable law. It represents that it has obtained all necessary consents and approvals required under applicable laws, including PROMESA, from relevant authorities such as the Oversight Board and the Puerto Rico Fiscal Agency and Financial Advisory Authority. The Buyer also represents that all amounts payable under this Agreement are considered "Current Expenses" within the meaning of the Trust Agreement,[5] are consistent with standard public utility practices, and are essential for the operation of the Generation Units.

Each Party further represents that the execution and performance of this Agreement have been duly authorized by all necessary corporate action and do not violate any applicable laws, internal organizational documents, or existing contractual obligations. This Agreement constitutes a valid and binding obligation of each Party, enforceable according to its terms.

12.2 Title and Delivery Warranty

The Seller warrants that it has good and marketable title to all power delivered under this Agreement and that such power shall be free from all liens, encumbrances, or adverse claims at the time of delivery. The Seller does not make any implied warranties, including merchantability or fitness for a particular purpose, except as explicitly required under this Agreement. However, all delivered power must comply with the specifications established in Article IV (Service Performance and Quality Standards)

12.3 Seller Readiness Obligations

The Seller shall undertake all actions necessary to initiate performance under this Agreement promptly upon execution and receipt of any required authorizations. This includes, but is not limited to:

- Executing all contracts necessary for the acquisition, leasing, or use of generation equipment and associated systems;
- Securing all applicable federal, Commonwealth, and municipal permits, including environmental,

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[5] NTD: Parties to discuss

emissions, interconnection, and operational authorizations;

- Completing all required construction, site preparation, or mobilization activities for the deployment of the Land-Based Generation Units and any supporting infrastructure upstream of the Delivery Point;
- Executing and managing all fuel supply agreements, fuel transportation contracts (including maritime, land-based, or transshipment arrangements), and any necessary agreements for port access, fuel storage, and bunkering services;
- Ensuring the availability of fuel to support continuous operation of the generation units at the agreed-upon capacity, including establishing any contingency plans to address supply chain disruptions;
- Coordinating with PREPA, Genera PR, and any relevant third parties to ensure seamless integration into the grid and compliance with technical and operational requirements.

All such activities shall be carried out at the sole cost and risk of the Seller and in accordance with the timeline established under this Agreement, unless otherwise agreed to in writing by the Parties~~.~~

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~~12.4~~• Buyer Readiness Obligations

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The Buyer shall undertake commercially reasonable efforts to be ready to receive power at the commencement of the Service Period. This includes coordinating the completion of any necessary interconnection infrastructure, grid preparation, and downstream systems required to receive power safely and reliably at the Delivery Point. The Seller shall coordinate with the Buyer in a timely manner to provide relevant technical information and support to facilitate these readiness activities. At the Buyer's request, the Seller may also act as a facilitator in permitting processes related to interconnection or other grid readiness components, provided that such assistance shall not transfer responsibility for permitting compliance from the relevant parties.

~~12.5~~12.4 Limitation of Seller's Liability

The Seller's liability for failure to deliver power in accordance with this Agreement shall be limited to the compensation mechanisms described in Article VI (Seller's Performance Shortfall). The Buyer's remedies shall be restricted to those detailed under Article V.6 (Performance-Based Payment Adjustments), except in circumstances specifically permitting termination under Article XIV (Termination). This limitation of liability is consistent with the performance-based nature of this Agreement and is intended to ensure fair and predictable outcomes in the event of service shortfalls.

ARTICLE XIII CONFIDENTIALITY

Each Party ("Disclosing Party") may, from time to time, disclose to the other Party ("Receiving Party") certain confidential, proprietary, or non-public information ("Confidential Information") relating to this Agreement, including but not limited to technical, financial, operational, commercial, or legal information, whether in oral, written, graphic, electronic or other form. The Receiving Party agrees to maintain all such Confidential Information in strict confidence and to use such information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

The Receiving Party shall not disclose any Confidential Information to any Third Party without the prior written consent of the Disclosing Party, except to its employees, agents, sellers, legal counsel, or financial advisors who have a need to know such information for the purpose of fulfilling the Receiving Party's obligations under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth herein.

The obligations under this Article XIII (Confidentiality) shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information; (c) is lawfully received from a Third Party without restriction and without breach of any obligation of confidentiality; or

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(d) is required to be disclosed by applicable law, regulation, subpoena, or court order, provided that the Receiving Party shall promptly notify the Disclosing Party (to the extent legally permitted) to allow the Disclosing Party to seek a protective order or otherwise limit the scope of such disclosure.

The confidentiality obligations set forth in this Article XIII (Confidentiality) shall survive the expiration or termination of this Agreement for a period of five (5) years.

ARTICLE XIV – TERMINATION

This Agreement may be terminated under several circumstances, reflecting both mutual agreement and performance-related considerations. The Parties may terminate this Agreement by mutual written agreement, specifying the effective termination date. Additionally, Buyer retains the unilateral right to terminate this Agreement for convenience, by delivering written notice to Seller specifying a termination date no fewer than ten (10) days after the date of such notice. Such Termination for Convenience shall not be subject to dispute or challenge by Seller, provided Buyer complies with the Termination Payment provisions herein.

The Agreement may also be terminated for cause if a Termination Event occurs. If either Party becomes the Defaulting Party by breaching its obligations under this Agreement and fails to cure such breach within any applicable cure period~~,~~ (unless otherwise specified herein, the cure period shall be deemed to be 30 days from receipt of notice of such breach, or in the event such breach is not capable of being cured within 30 days, such additional amount of time so long as the party is reasonably pursuing such cure, unless otherwise specified herein), the non-defaulting Party may terminate the Agreement by written notice. Specific Termination Events include failure to pay undisputed invoices exceeding one million dollars ($1,000,000.00) within ten (10) Business Days of written notice or with respect to amounts less than one million dollars ($1,000,000), within thirty days of written notice; Seller's abandonment of service for more than three (3) days without substantial efforts to resume; insolvency or financial default, including moratorium, liquidation, or custodianship; or any breach of compliance obligations. In the event this Agreement is terminated for cause by Seller, as liquidated damages, Buyer shall be obligated to pay Seller an amount equal to the Termination Payment plus any amounts that are then owing, as Seller's sole remedy and Buyer's sole liability, and Seller shall not be required to transfer the Temporary Power Generation Units to Buyer. In the event this Agreement is terminated for cause by Buyer, as liquidated damages, and as Buyer's sole remedy and Seller's sole liability, Seller shall be obligated to pay Buyer an amount equal to the lesser of (i) 30 percent of the Termination Payment (expressly excluding the Demobilization Fee), or (ii) Buyer's actual damages. In such event, Seller shall be obligated to remove the Temporary Power Generation Units and Buyer shall not be obligated to pay the Demobilization Fee.

Suspension rights are provided to the non-defaulting Party in the event of a Termination Event. Upon five (5) days' written notice, the non-defaulting Party may suspend its performance obligations under this Agreement. During suspension, the non-defaulting Party shall not be liable for failure to deliver or receive Natural Gas~~.~~ or electricity. If the Termination Event is cured during this period, any such suspension shall be deemed revoked and normal contractual obligations shall resume without prejudice.

Upon termination of this Agreement by Buyer for Convenience, or termination of this Agreement at the end of the Term, upon Seller's receipt of the Termination Payment (expressly excluding the Demobilization Fee) and all other amounts then owing under this Agreement, Seller shall transfer and assign the Temporary Power Generation Units to Buyer for $1.00. However, if Buyer does not desire to have Seller transfer and assign the Temporary Power Generation Units to Buyer, Buyer shall be obligated to pay the Demobilization Fee to Seller, and upon receipt, Seller shall commence removing the Temporary Power Generation Units from the Project Site.

Termination for any reason does not affect either Party's accrued rights or remedies prior to the effective date of termination. This includes, but is not limited to, the right to pursue claims for past due amounts or damages arising from breach. If this Agreement is terminated by Buyer under the Termination for Convenience provision, Buyer shall pay to Seller the applicable Termination ~~for Convenience~~ Payment~~ as identified in Seller's Proposal~~, within fifteen (15) days after the effective termination date, plus any other amounts that are due and owing under this Agreement. This payment

represents full and final compensation to Seller, and Seller waives all other remedies or claims against Buyer related to such termination.

Finally, to the fullest extent permitted under applicable law, both Parties hereby irrevocably waive any right to seek equitable rescission or invalidation of this Agreement following its execution. This waiver ensures the continuity and enforceability of the contract terms, especially critical given the Agreement's eligibility for federal funding and compliance with emergency procurement laws under FEMA, DOE, and other applicable regulations.

ARTICLE XV NOVATION

The Parties expressly agree that no amendment, modification, or change order to this Agreement shall constitute a novation, unless expressly stated otherwise in writing and agreed upon by both Parties. This applies equally in circumstances where Buyer grants Seller a time extension to comply with contractual obligations or waives the assertion of any credit or right under this Agreement. All such modifications shall be binding only to the extent explicitly stated and agreed upon in writing, without altering the foundational legal obligations unless explicitly stated as novation.

ARTICLE XVI – CHANGE IN LAW

If a change in any applicable law, regulation, or governmental mandate occurs during the Term of this Agreement, including changes in tax laws or environmental regulations, any resulting increase in Seller's costs shall be borne solely by ~~Seller.~~Buyer. Accordingly, Buyer shall ~~have no obligation~~be obligated to pay additional sums beyond the agreed pricing~~, and Seller shall remain responsible for performing its obligations at the original contract price. No adjustment~~ to ~~the price or compensation shall be made~~compensate Seller on account of legal changes that increase Seller's cost of performance. Seller agrees that it will not, directly or indirectly, attempt to effect a change in any law or regulation which could reasonably be anticipated to increase Seller's costs or liability for taxes, or which could adversely impact Seller.

ARTICLE XVII APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Legal actions relating to the PREPA Bankruptcy shall be adjudicated exclusively in the United States District Court for the District of Puerto Rico. All other disputes or proceedings arising under this Agreement shall be submitted to the courts of Puerto Rico, to whose jurisdiction the Parties hereby irrevocably submit.

Furthermore, the Parties irrevocably waive any objection based on forum non

convenience and expressly waive any right to trial by jury in any action, suit, or proceeding arising out of or related to this Agreement.

ARTICLE XVIII CODE OF ETHICS

18.1 Anti-Corruption Controls

Each Party represents and warrants that it has established and maintains adequate internal procedures to ensure compliance with applicable anti-corruption laws. These internal controls are designed to prevent the offering or giving of financial or other benefits to induce or reward any individual or entity to improperly perform duties in a public or business context.

18.2 Prohibited Conduct

Each Party certifies that it has not and will not in connection with the performance of this Agreement, offer, promise, or authorize the giving of any financial or other advantage to any public official, civil servant, candidate for political office, or private individual or entity in violation of applicable anti-bribery or anti-corruption laws. Compliance with these provisions is a material condition of this Agreement, and any breach thereof shall entitle the non-breaching Party to terminate the Agreement for cause.

ARTICLE XIX SETTLEMENT OF DISPUTES

19.1 Exclusive Jurisdiction

Any claim, dispute, disagreement, or controversy (each, a “Dispute”) arising between the Parties under this Agreement, or otherwise relating to its subject matter—except for those disputes expressly designated for Expert determination under Article 19.2—shall be resolved exclusively in the United States District Court for the District of Puerto Rico. Notwithstanding the pendency of any such Dispute, each Party shall continue to perform its obligations under this Agreement, except to the extent that such obligations have been validly suspended in accordance with the terms hereof. For clarity, Buyer shall remain obligated to pay all undisputed amounts due under Article IX during the pendency of any Dispute.

19.2 Expert Determination

Disputes arising between the Parties relating specifically to the determination of fuel or power quality under Article IV, or to the procedures under Article VII (Measurement, Testing, and Operations), may be referred by Party to an independent expert (the "Expert") for resolution. Such determination shall be conducted on an expedited basis by an Expert mutually selected by the Parties. The Expert shall not act in an arbitral capacity.

The Party requesting Expert determination shall notify the other Party in writing. If the Parties cannot agree on the identity of an Expert within ten (10) Days of receipt of such notice, either Party may request that the International Centre for Expertise of the International Chamber of Commerce appoint the Expert in accordance with the ICC's Rules for Expertise. Once appointed, the Expert shall remain wholly impartial and shall have no *ex parte* communication with either Party. The determination procedure shall take place in San Juan, Puerto Rico and shall be conducted in English.

The Parties agree to cooperate in good faith and provide the Expert with full access to any information, documentation, personnel, and facilities reasonably required to make a well-informed decision. Prior to issuing a final decision, the Expert shall circulate a draft report and allow both Parties to comment. The Expert shall endeavor to issue a final decision within thirty (30) Days of appointment, but no later than sixty (60) Days, considering the time-sensitive nature of the Dispute. The final decision of the Expert shall be binding and enforceable upon both Parties.

19.3 Qualification of Experts

No individual shall be appointed as an Expert without the prior written agreement of both Parties if such individual: (i) is, or has been within the past ten (10) years, an employee of either Party or its Affiliates; (ii) is, or has been within the past five (5) years, a consultant or seller to either Party or its Affiliates; (iii) holds a ~~significant~~direct or indirect financial interest in either Party; or (iv) lacks a minimum of ten (10) years of professional experience in the North American natural gas industry in fields relevant to the subject matter of the Dispute.

Within two (2) months of the Effective Date, the Parties shall attempt to agree on a list of qualified Experts to facilitate future selection under this Article. If the Parties cannot reach such agreement, then in the event of a future Dispute subject to Expert determination.

ARTICLE XX NON-WAIVER

Failure or delay by either Party to enforce any provision of this Agreement or to exercise any right or remedy arising from a breach shall not be deemed a waiver of that or any other right or remedy, nor shall it prevent future enforcement of the same. Any waiver

must be explicitly stated in writing and signed by the waiving Party. The waiver of any specific breach or default shall not constitute a waiver of any subsequent or other breach or default, whether of the same or a different nature.

ARTICLE XXI CONFIDENTIALITY AND CYBERSECURITY OBLIGATIONS

21.1 Each Party (the "Receiving Party") agrees to maintain the confidentiality of all information disclosed by the other Party (the "Disclosing Party") that is not publicly available, except as permitted under this Article. "Confidential Information" includes all technical, financial, operational, and strategic information, whether disclosed orally, electronically, or in writing, in connection with this Agreement.

21.2 The Receiving Party may disclose Confidential Information without prior consent only to:

a) Its employees, officers, directors, and Affiliates with a need to know;

b) Its financial institutions or advisors for funding and compliance purposes;

c) Regulatory or Governmental Authorities as required by law;

d) Consultants, sellers, or technical service providers directly involved in the execution of services under this Agreement, subject to confidentiality obligations no less protective than those in this Article.

21.3 Each Party must ensure that third-party recipients of Confidential Information (including sellers, advisors, and service providers) comply with equivalent confidentiality obligations.

21.4 If required to disclose Confidential Information under applicable law or by order of a Governmental Authority, the Receiving Party shall give prompt written notice to the Disclosing Party and, when possible, provide an opportunity to obtain a protective order. Buyer's disclosure obligations as a public instrumentality shall supersede any contrary provision herein.

21.5 No public announcement or communication concerning the existence or terms of this Agreement shall be issued without the prior written approval of the other Party, unless required by law or regulation.

21.6 Seller agrees that if it accesses or is granted access to PREPA or Genera PR information systems, it shall maintain an industry-standard cybersecurity program to prevent unauthorized access or disclosure. Buyer reserves the right to audit or assess

Seller's cybersecurity controls, and Seller shall immediately notify Buyer of any suspected or actual data breach.

21.7 Both Parties retain all remedies available at law or in equity to address any actual or threatened breach of this Article.

ARTICLE XXII NOTICES

All formal notices, approvals, or communications required under this Agreement shall be made in writing and sent to the addresses specified in Article XXIV (Address For Notice). Notices shall be delivered personally, sent by certified mail, or transmitted electronically with confirmation of receipt. All notices shall be in English unless otherwise agreed in writing.

ARTICLE XXIII CONTINGENT FEES

Seller certifies that it has not engaged any agent, broker, or third party to solicit or secure this Agreement based on commission, percentage, or contingent fee arrangements. Any violation of this representation shall entitle Buyer to terminate this Agreement or reduce the compensation due to Seller by the amount of such fee. This Article does not apply to bona fide commercial agencies retained by Seller for legitimate sales or service representation.

ARTICLE XXIV ADDRESSES FOR NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given (i) when delivered personally, (ii) when sent by email with confirmation of receipt, or (iii) upon delivery by a recognized overnight courier service. Notices to the Seller shall be addressed as follows:

SELLER:
[Insert Legal Name]
Attention: [Insert Contact Name]
Telephone: [Insert Number]
Email: [Insert Email Address]

Notices to the Buyer shall be addressed as follows:
Puerto Rico Electric Power Authority (PREPA)
c/o Genera PR LLC, agent of PREPA

250 Muñoz Rivera Ave., Suite 1200, San Juan, Puerto Rico 00918
Attention:

Either Party may change its notice details by providing the other Party at least five (5) Business Days' prior written notice of such change.

ARTICLE XXV BUSINESS PRACTICES AND FOREIGN CORRUPT PRACTICES ACT

Each Party agrees to conduct all activities related to this Agreement in compliance with all Applicable Laws, including the United States Foreign Corrupt Practices Act and any other relevant anti-corruption laws. Neither Party shall offer, promise, give, solicit or accept any bribe, facilitation payment, kickback, or any other improper payment, gift, or advantage in connection with the Agreement. Neither Party shall pay any contingent fees to brokers or agents except for bona fide employees or established commercial agents. Each Party agrees to indemnify and hold harmless the other Party for any claims, losses, or liabilities resulting from a violation of this Article. Additionally, each Party shall use commercially reasonable efforts to ensure its Sellers and representatives also adhere to similar standards of conduct.

ARTICLE XXVI - TRANSFER OF FUNDS

If the Seller assigns or transfers any right to receive payment for goods or services provided under this Agreement, it shall provide written notice to the Buyer in accordance with Act 21-2012. The notice shall include a copy of the transfer agreement, the specific payment amount to be transferred, and complete details of the assignee including name, address, and contact information.

ARTICLE XXVII CONFLICT OF INTEREST

The Seller certifies that no representative involved in this Agreement is employed by any public corporation or government agency in Puerto Rico, nor has any economic interest in the Agreement. The Seller affirms that it has no conflict of interest that would bias its performance. The Seller shall promptly notify the Buyer if any new situation arises that could be perceived as a conflict of interest. The Seller also affirms that it did not gain access to confidential or proprietary information from competitors or evaluation data before submitting its proposal.

ARTICLE XXVIII UNFAIR LABOR PRACTICE

If the Seller or its subcontractors are found by the Puerto Rico Labor Relations Board or the National Labor Relations Board to have engaged in an unfair labor practice, no further payments shall be made by the Buyer until such non-compliance has been remedied. Such decisions shall be binding unless overturned by a competent court.

ARTICLE XXIX DISCRIMINATION

The Seller certifies that it is an equal opportunity employer and does not engage in discriminatory practices based on race, color, religion, political beliefs, sex, nationality, age, or disability.

ARTICLE XXX COMPLIANCE WITH THE COMMONWEALTH OF PUERTO RICO CONTRACTING REQUIREMENTS

The Seller agrees to comply with all applicable laws, regulations, and executive orders related to contracting in Puerto Rico. All certifications required under Exhibit ~~E~~D (Seller Certifications) must be submitted. If any outstanding debt is identified, and no resolution is obtained, the Buyer may offset the owed amount from future payments. The Seller shall ensure its subsellers comply with these obligations and provide proof of such compliance.

ARTICLE XXXI PUBLIC OFFICERS OR EMPLOYEES

The Seller certifies compliance with 3 L.P.R.A. § 8615, including prohibitions on entering into contracts with public officials or employees with a personal or economic interest within the preceding four years, or former employees within two years of their departure from public service, unless authorized as stipulated by Puerto Rico law.

ARTICLE XXXII DISPENSATION

The Seller confirms that all necessary dispensations from government authorities have been secured and form part of the contract record.

ARTICLE XXXIII RULES OF PROFESSIONAL ETHICS

The Seller acknowledges familiarity with and responsibility for adhering to all ethical standards applicable to its profession.

ARTICLE XXXIV ANTI-CORRUPTION CODE FOR A NEW PUERTO RICO

The Seller agrees to comply with Act 2-2018 (Anti-Corruption Code for a New Puerto Rico) and Act 14-2004. The Seller affirms that it does not represent conflicting interests and will use locally produced or distributed goods when available.

ARTICLE XXXV CONTRACT REVIEW POLICY

The Seller affirms submission of the certification titled 'Seller Certification Requirement' in accordance with Exhibit D (Seller Certifications). Due to the specialized and non-recurring nature of the services under this Agreement, transfer of skills provisions under the Fiscal Plan are not applicable.

ARTICLE XXXVI INSURANCE

The Seller shall maintain throughout the Agreement the following insurance coverages: Workers' Compensation Insurance under Puerto Rico law; Employer's Liability ($1,000,000); Commercial General Liability ($2,000,000 per occurrence and aggregate); Excess Liability ($10,000,000); Commercial Auto ($1,000,000); Pollution Liability ($1,000,000). Required policies must list PREPA as additional insured, include a 30-day cancellation notice, waive subrogation, and confirm that breach of warranties by the Seller does not affect Buyer's coverage. Insurance must be provided by authorized insurers in Puerto Rico, with original certificates submitted to Buyer.

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ARTICLE XXXVII GENERAL

In the event of a conflict between the body of this Agreement and its Exhibits, the body shall prevail. If any provision is found invalid, the remainder shall continue in effect. This Agreement does not create any partnership or joint venture and is not enforceable by third parties. It contains the full and final agreement between the Parties and may only be amended in writing signed by both Parties. The Parties acknowledge joint drafting and the assistance of counsel where applicable.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year first above written.

Signature Page

Exhibit A

Scope of Work and Service Deliverables

Exhibit B

Price Proposal and Rate Schedule

Exhibit C

Delivery Points

Exhibit D ~~FORM OF BOND~~

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Exhibit E

Seller Certifications and Required Declarations

Commented [MQ29]: @Yolanda Velez hay que Incluir clausulas federales

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FORM OF SWORN STATEMENT

SWORN STATEMENT

TAX LIABILITY

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "*Seller*"), being duly sworn, hereby declare under oath:

1. That Seller has offices in [Business Address].

2. That Seller does not have any legal obligation and has not had to submit income or sales and use tax returns in Puerto Rico during the past five (5) years, and that it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

3. Seller certifies that it does not have any outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym "*ASUME*").

4. Seller certifies that compliance with the terms of the Agreement will not result in it becoming an entity engaged in trade or business in Puerto Rico.

In [City, State], this [Day] of [Month], 20___.

By:_____
Name:
Title:

Sworn and subscribed before me on the _____ day of _____, 20__, by [Name].

(seal)

_____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

1. That my personal status is the one stated above.

2. That I hold the position of _____ of _____ (hereinafter referred to as the "*Seller*") organized as a _____ under the laws of _____ with the Federal Identification No. _____.

3. That I am authorized to represent Seller and all of its partners and members (if applicable) for purposes of this affidavit.

4. That neither Seller nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".

5. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Seller's agreement with _____ while working for the Government of Puerto Rico.

6. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this __ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

CRIM

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "*Seller*"), being duly sworn, hereby declare under oath:

1. My name and personal circumstances are the foregoing.
2. Seller's employer identification number is [Insert, if applicable].
3. Seller's income is derived from the services rendered by it.
4. Seller does not own any real or personal property or use any real or personal property in Puerto Rico in connection with its services.
5. Pursuant to the foregoing, Seller is not required to file a personal property tax return as provided under Article 7.135 of the Puerto Rico Municipal Code, as amended.
6. Seller does not appear at the files of CRIM's electronic system in connection with the filing of the personal property tax return for the last five (5) years, or since the commencement of its services, for the reasons stated above.
7. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this statement in _____, this ___ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Seller certification requirement

Seller shall provide the following certification to the Financial Oversight and Management Board for Puerto Rico and the Commonwealth's Contracting Government Entity, signed by its Chief Executive Officer (or equivalent highest rank officer) for each proposed contract submitted for review:

Unless the context otherwise requires, capitalized terms have the meanings defined in the Master Services and Supply Agreement (the "Agreement"), relating to the [*include name of project*] project. For purposes of this certification, (i) the term "Agreement" is inclusive of any amendments, modifications or extensions, (ii) the "principal stakeholder" shall mean all Persons with an ownership or membership interest, as the case may be, equal to or greater than ten percent (10%) in the Seller; and (iii) the term "principals" shall mean any Person that has full authority to act on behalf of Seller.

1. Seller's subcontractor(s) in connection with the Agreement is (are) the following:

[*Include name of individual or firm, including names of principals, and principal stakeholders of the subcontractor(s)*]

[*Include principal terms and conditions of the contractual relation and role of the subcontractor(s)*]

[*Include amount of proposed contract payable to each subcontractor*]

2. Neither Seller nor any of its principal stakeholders (including any Person or entity with more than a ten percent (10%) ownership interest in Seller), partners, directors, officials or employees, has agreed to share or give a percentage of Seller's compensation under the Agreement to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the Agreement, except as follows:

[*Include name of individual or firm, including names of principals and principal stakeholders of the third party*]

[*Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit*]

3. To the best knowledge of the signatory (after due investigation), no Person has unduly intervened in the procurement, negotiation or execution of the Agreement, for its own benefit or that of a third Person, in contravention of Applicable Law.

4. To the best knowledge of the signatory (after due investigation), no Person has: (i) offered, paid, or promised to pay money to; (ii) offered, given or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such Person in connection with the Agreement (such as the execution of a subcontract with Seller, beneficial treatment under the Agreement, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither Seller, nor any of its principal stakeholders, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third Persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the Agreement, in contravention of Applicable Law.

6. Any incorrect, incomplete or false statement made by Seller's representative as part of this certification shall cause the nullity of the proposed contract and Seller must reimburse immediately to the Commonwealth of Puerto Rico any amounts, payments or benefits received from the Commonwealth of Puerto Rico under the Agreement.

The above certifications are hereby signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: [*include name of Chief Executive Officer (or equivalent highest rank officer)*]

Title:

Date:

Signature: _____

* * * * *

FORM OF SWORN STATEMENT

SWORN STATEMENT

TAX LIABILITY

I, [Name], of legal age, [marital status], and a resident of [City, State], in my capacity as [Title] of [Seller] (the "***Seller***"), being duly sworn, hereby declare under oath:

1. That Seller has offices in [Business Address].

2. That Seller does not have any legal obligation and has not had to submit income or sales and use tax returns in Puerto Rico during the past five (5) years, and that it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

3. Seller certifies that it does not have any outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym "***ASUME***").

4. Seller certifies that compliance with the terms of the Agreement will not result in it becoming an entity engaged in trade or business in Puerto Rico.

In [City, State], this [Day] of [Month], 20___.

By:_____
Name:
Title:

Sworn and subscribed before me on the _____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

7. That my personal status is the one stated above.

8. That I hold the position of _____ of _____ (hereinafter referred to as the "***Seller***") organized as a _____ under the laws of _____ with the Federal Identification No. _____.

9. That I am authorized to represent Seller and all of its partners and members (if applicable) for purposes of this affidavit.

10. That neither Seller nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2- 2018, known as the "Anti-Corruption Code for a New Puerto Rico".

11. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Seller's agreement with _____ while working for the Government of Puerto Rico.

12. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ___ day of _____, 20__.

[Seller]

By: _____
Name:
Title:

State of _____

County of _____

Sworn and subscribed before me on the ____ day of _____, 20__, by [Name].

(seal) _____

Notary Public

Exhibit ~~F~~E

Tax Structure and Cost Breakdown

Insert list of applicable taxes embedded in any charge under this Agreement from bid.

Exhibit F

Technical Specifications and Measurement Standards

Exhibit ~~H~~G

GOVERNMENT CONTRACTING REQUIREMENTS[6]

Seller ACKNOWLEDGMENTS

1.2 Seller, for itself and its members or partners (if Seller is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

1.3 Seller shall have delivered to PREPA prior to, or shall deliver to PREPA on the Effective Date a copy of a Certificate of Existence, issued by the jurisdiction of its organization or incorporation.

1.4 Seller shall have delivered to PREPA the following, in each case dated no earlier than sixty (60) days prior to the Effective Date:

1.4.1 a sworn statement, signed before a notary public, in the form attached hereto as Attachment 1 certifying that Seller does not have any outstanding tax debts with the Commonwealth of Puerto Rico and that compliance with the terms of the Agreement will not cause it to be required to obtain an authorization to do business in Puerto Rico;

1.4.2 a sworn statement, signed before a notary public, in the form attached hereto as Attachment 2 stating that neither Seller nor any president, vice president, executive director or any member of a board of officials or board of directors, or any Person performing equivalent functions for Seller, has been convicted of or has plead guilty to any of the crimes listed under Articles 6.8 of Act No. 8-2017 or any of the crimes included in Act No. 2-2018; and

1.4.3 a sworn statement, signed before a notary public, in the form

[6] Confirm which set or terms is applicable. On shore?

attached hereto as Attachment 3 stating that Seller (i) does not own

any personal property in Puerto Rico; (ii) is receiving income pursuant to this Agreement in connection with services rendered; and (iii) has not held any personal property in Puerto Rico during the last five (5) years.

1.5 In providing the services, Seller, covenants, represents and warrants to PREPA as follows:

1.5.1 Neither Seller, its subsidiaries or affiliates, nor, when acting on behalf of Seller or its subsidiaries or affiliates, any director or officer or employee of Seller or its subsidiaries or its affiliates (together "Seller Group Members" and each a "Seller Group Member") has violated as of the Effective Date, or shall violate, conspire to violate, or aid and abet the violation of, any Anti-Corruption Laws. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

1.5.2 Neither Seller nor any Seller Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Seller nor any Seller Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

1.5.3 Seller and Seller Group Members maintain and implement as of the Effective Date, and shall maintain and implement, policies, procedures and controls reasonably designed to ensure compliance by Seller with the Anti-Corruption Laws and Sanctions;

1.5.4 Seller shall promptly notify PREPA in writing if, to Seller's knowledge, Seller, or any Seller Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

1.5.5 Seller shall at all times comply with all Applicable Law regarding non-discrimination;

1.5.6 neither Seller nor Seller Group Members, nor any of their representatives, directly or indirectly, to the best of Seller's knowledge, has entered into or offered to enter into, or in the case of Seller shall enter into, any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement; and Seller attests, subject to the penalties for perjury, that the foregoing representation is true;

1.5.7 Seller shall inform PREPA and the 3PPO, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

1.5.8 Seller shall inform PREPA if, at any time during the Term, it or any of its Seller Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

1.5.9 Pursuant to Section 5(f) of Act 120 and subject to the provisions of the Generation O&M Agreement, Seller shall at all times comply with the public policy and regulatory framework applicable it with respect to the PREPA generation assets; and

1.5.10 In delivering the goods or services, Seller shall:

(a) to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

(b) to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

(c) as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

1.5.11 Seller certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Seller further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

1.5.12 Seller hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)). As evidence thereof, Seller has delivered to PREPA a certification issued by ASUME certifying that Seller does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

1.5.13 Seller hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

1.5.14 Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

1.5.15 Seller expressly agrees that the conditions outlined throughout this Exhibit ~~H~~G are essential requirements of Contracts with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Seller and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Seller's negligence, dereliction of duties or breach of this Agreement without limiting any other rights and remedies that PREPA may have as a result thereof, including the remedies available to it under Act No. 2-2018.

1.5.16 Seller hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico

("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8- 2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act 8-2017").

1.5.17 PREPA shall have the right to terminate the Agreement in the event Seller is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

1.5.18 Furthermore, Seller agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

1.5.19 Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

2. Interagency Services Clause

Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

3. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

The Parties acknowledge that Seller has submitted the certification titled "*Seller Certification Requirement*" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by Seller's Executive Director (or another official with an equivalent position or authority to issue such certifications). If applicable, a signed copy of the Seller Certification Requirement. Seller represents and warrants that the information included in Seller Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Seller will have the

obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

4. Termination Clause

To the extent required by Act No. 3-2017 and OE-2021-003, or other Applicable Law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Seller shall be entitled to payment in full for goods or services rendered by it through the date of termination~~.~~, plus the Termination Payment (which shall include the Demobilization Fee to the extent that Seller does not desire to have Buyer transfer and assign the installed Temporary Power Generation Units to the Buyer and Seller is required to remove such Equipment).

PREPA certifies that, to the extent applicable, the Agreement has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that, also to the extent applicable, it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001

GOVERNMENT CONTRACTING REQUIREMENTS

[*NTD: TO BE USED FOR ONSHORE SELLERS/VENDORS*]

1. Seller ACKNOWLEDGMENTS

1.1 Seller, for itself and its members or partners (if Seller is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

1.2 Seller shall have delivered to PREPA prior to, or shall deliver to PREPA on, the Effective Date:

1.2.1 a copy of its current Certificate of Incorporation, Certificate of

Organization or Certificate of Authorization to do Business in Puerto

Rico issued by the Puerto Rico Department of State, as applicable; and

1.2.2 evidence (in each case dated no earlier than sixty (60) days prior to the Effective Date) of either:

(a) the Seller's current RUL or RUP registration; or

(b) in lieu of the RUL or RUP registration required in Section 1.2.2(a), each of the following:

(i) a copy of Seller's Merchant's Registration Certificate.

(ii) a copy of Seller's Merchant's Registration Certificate;

(iii) a Certificate of Good Standing issued by the Puerto Rico Department of State;

(iv) a certification issued by the Puerto Rico Treasury Department indicating that Seller and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

(v) a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Seller has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

(vi) a certification issued by the Puerto Rico Treasury Department indicating that Seller and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

(vii) a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Seller has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

(viii) a certification issued by the Puerto Rico Child Support Administration (ASUME) reflecting that Seller is in compliance with the withholdings required to be made by employers under Applicable Laws;

(ix) a sworn statement under Act 2-2018, signed before a notary public, in the form attached hereto as Attachment 1.

(x) an all concepts debt certification issued by CRIM reflecting that Seller does not owe any taxes to CRIM with respect to real or personal property; and

(xi) a certification issued by the Puerto Rico Labor Department reflecting that Seller is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance.

1.3 In providing the services, Seller, covenants, represents and warrants to PREPA as follows:

1.3.1 Neither Seller, its subsidiaries or affiliates, nor, when acting on behalf of Seller or its subsidiaries or affiliates, any director or officer or employee of Seller or its subsidiaries or its affiliates (together "**Seller Group Members**" and each a "**Seller Group Member**") has violated as of the Effective Date, or shall violate, conspire to violate, or aid and abet the violation of, any Anti-Corruption Laws. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

1.3.2 Neither Seller nor any Seller Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Seller nor any Seller Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by PREPA to Seller shall be transferred by Seller or any Seller Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

1.3.3 Seller and Seller Group Members maintain and implement as of the Effective Date, and shall maintain and implement, policies, procedures and controls reasonably designed to ensure compliance by Seller with the Anti-Corruption Laws and Sanctions;

1.3.4 Seller shall promptly notify PREPA in writing if, to Seller's knowledge, Seller, or any Seller Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

1.3.5 Seller shall at all times comply with all Applicable Law regarding non-discrimination;

1.3.6 neither Seller nor Seller Group Members, nor any of their representatives, directly or indirectly, to the best of Seller's knowledge, has entered into or offered to enter into, or in the case of Seller shall enter into, any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement; and Seller attests, subject to the penalties for perjury, that the foregoing representation is true;

1.3.7 Seller shall inform PREPA and Genera and the 3PPO if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

1.3.8 Seller shall inform PREPA if, at any time during the Term, it or any of its Seller Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

1.3.9 Pursuant to Section 5(f) of Act 120 and subject to the provisions of the Generation O&M Agreement, Seller shall at all times comply with the public policy and regulatory framework applicable it with respect to the PREPA generation assets; and

1.3.10 In delivering the goods or services, Seller shall:

(a) to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

(b) to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

(c) as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating

in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

1.3.11 Seller certifies and guarantees that:

1.3.12 it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Seller further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico; or

1.3.13 it does not have any legal obligation and has not had to submit income or sales and use tax returns in the Commonwealth of Puerto Rico during the past five (5) years, and it has no outstanding debt with the Commonwealth of Puerto Rico for income taxes or sales and use tax taxes.

1.3.14 Seller hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)). As evidence thereof, Seller has delivered to PREPA a certification issued by ASUME certifying that Seller does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

1.3.15 Seller hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

1.3.16 Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

1.3.17 Seller expressly agrees that the conditions outlined throughout this Exhibit ~~E~~D are essential requirements of Contracts with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Seller and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Seller's negligence, dereliction of duties or breach of this Agreement without limiting any

other rights and remedies that PREPA may have as a result thereof, including the remedies available to it under Act No. 2-2018.

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1.3.20 Furthermore, Seller agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

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Commented [MQ31]: Include Federal clauses