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From:	Procurement <Procurement@recomspr.net>
Sent:	Monday, November 17, 2025 6:11 PM
To:	Mary C Zapata-Acosta
Cc:	Blanche Gonzalez Hodge; Alexis G. Rivera-Medina; Mariela Quinones; Francisco Amill; ocarlo@carlolaw.com
Subject:	Power Expectations Contract Review - TPG2
Attachments:	Com_AttachmentF_PowerX_ Contract 11.17.25.docx

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Dear Engineer Zapata, Executive Director:

We hereby inform you that the 3PPO has concluded the evaluation and negotiation stage of the proposed contract with Power Expectations. Pursuant to the Puerto Rico Energy Bureau's Order in NEPR-MI-2024-0005, we are formally submitting the contract to PREPA for its review and approval.

The remaining proponents are still undergoing evaluation and negotiation. Should those negotiations result in agreement on final terms consistent with the RFP and procurement standards, we will finalize those contracts and submit them to PREPA immediately for review and onward transmission to the Energy Bureau.

As always, the 3PPO remains available to address any questions PREPA may have regarding the contract or the associated regulatory requirements.
Sincerely,

Fabián Vélez
Third-Party Procurement Office (3PPO)

Emergency Temporary Power Generation RFP
3PPO-0314-20-TPG2

Performance Service Agreement Contract

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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 Suite 12 654 Plaza Ave Luis Munoz Rivera, San Juan Puerto Rico 00918, and authorized to do business in the Commonwealth of Puerto Rico and herein represented by Landon Gallagher, COO, of legal age, married or single, and a resident of State of XXX who is duly authorized to enter into this Agreement as certified by the Resolution dated

(2) Enchanted Rock , (hereinafter called the "Seller"); and a limited liability company organized under the laws of Houston Texas, with its principal office at Houston Texas, and authorized to do business in the Commonwealth of Puerto Rico and herein represented by Corey Amthor of legal age, married or single , and a resident of _____, who is duly authorized to enter into this Agreement as certified by the Resolution dated

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

(4)

(5)

(6) _____;

(7) 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, San Juan, Puerto Rico, represented its Executive Director, Mary C. Zapata Acosta, of legal age, married, professional engineer and resident of San Juan, Puerto Rico.

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;

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(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 Aguirre or if applicable any Additional Site 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;

(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%. of the COP which is the power availability requirements;

(J) WHEREAS, 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 comply with environmental regulations, including, but not limited to: 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.

(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 by the PREB ,the 3PPO issued Request for Proposals 3PPO- 3PPO-0314-20-TPG2, 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-TPG2 to supply and operate modular, temporary power generation facilities totaling 400 MW, divided into sites ____ MW.

(M) *WHEREAS,* the Puerto Rico Energy Bureau ("PREB") has determined that a firm capacity of 3,000 megawatts (MW) is essential to stabilize the electric system and ensure the reliable delivery of electricity, particularly during periods of emergency, forced outages, elevated demand, scheduled maintenance of generation units, and overall grid stress. NOW, THEREFORE, Seller and Buyer hereby agree as follow:

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.

"Additional Site" means the generation site proposed in the Municipality of Yabucoa, Puerto Rico, which may be incorporated into this Agreement upon review and approval by the Puerto Rico Energy Bureau (PREB). The inclusion, activation, and use of the Additional Site shall not be effective unless and until such PREB approval is obtained, and all related regulatory, technical, and operational requirements applicable to the Site have been satisfied.

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"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, together with all Exhibits, Annexes, Schedules, 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 Puerto Rico or United States.

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

“Aguirre Power Plant and if applicable any additional site ,” refers to the existing generation facilities and/or greenfield locations in Puerto Rico where the Seller is required to deploy and integrate the Land-Based Power Generation Solution into the 115 kV or 230 kV switchyards.

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"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 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.

“COP” means the Continuous Operating Power, defined as the maximum power output that the generator set is capable of delivering continuously while supplying a constant electrical load, when operated for an unlimited number of hours per year under the agreed operating conditions and subject to the applicable maintenance intervals.

“Delivery Point” means the physical location where the power generation units interconnect with the Buyer’s transmission infrastructure, specifically at the 230 kV switchyard at Aguirre or an Additional Site option at 115 kV or 230 kV switchyard.

“Deployment Period” means the period of ninety (90) to one hundred fifty (150) days following the execution of this Agreement, during which the Seller shall use commercially reasonable best efforts to have the COP-rated power generation solution fully deployed, operational, and interconnected to the Buyer’s transmission grid.

"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 but not limited to 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 all ancillary infrastructure necessary to provide 400 MW of COP-rated generation capacity at Aguirre and if applicable at tthe additional site

“Event of Default” means any failure by a Party to meet its contractual obligations, including, without limitation:

1. Failure to deploy the power generation solution by the Target Deployment Date.
2. Failure to maintain a Power Availability, as required under this Agreement.

3. Breach of any regulatory or environmental compliance obligations, including failure to obtain, maintain, or comply with required permits or approvals.

“Force Majeure” means, subject to Article XI, any event or circumstance beyond the reasonable control of the affected Party (the “Affected Party”) and not resulting from the fault or negligence of the Affected Party claiming the Force Majeure, which wholly or partially prevents the Affected Party from performing any of its obligations under this Agreement, but only if and to the extent that:

(1) the Affected Party could not have prevented, avoided, or removed such circumstance, despite the exercise of reasonable diligence consistent with its obligations under this Agreement;

(2) the Affected Party has taken all reasonable precautions, due care, and reasonable alternative measures in order to (i) avoid the effect of such event or circumstance on the Affected Party’s ability to perform such obligation under this Agreement, and (ii) mitigate the consequences thereof;

(3) such event or circumstance did not directly or indirectly arise out of the breach by the Affected Party of any of its obligations under this Agreement or the fault or negligence of the Affected Party; and the Affected Party has given the other Party (“Non-Affected Party”) notice of such event or circumstance in accordance with Article XXII

“Facility” means the temporary power generation system, together with all associated infrastructure, deployed at Aguirre and if applicable at the additional site 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)

“Grid Connection” means the interconnection of the power generation solution to the 115 kV and/or 230 kV switchyards at Aguirre and or if applicable any Additional Site , in compliance with the technical standards established 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 as a result of a Party's failure to meet its contractual obligations, including, without limitation, delayed deployment or failure to maintain the required operational uptime. The Parties acknowledge and agree that the Liquidated Damages set forth herein constitute reasonable forecasts of the actual harm that would result from such breaches, and that the nature of such harm would be difficult or impracticable to accurately quantify at the time of contracting.

"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, maintenance schedules, and operational protocols for the power generation operations at Aguirre and or if applicable any Additional Site. ..

"Performance-Based Service Contract (PBSC)" means this Agreement, pursuant to which payment is tied to service delivery outcomes, performance metrics, and measurable results, rather than a traditional fixed-fee structure.

"Power Generation Shortfall" means the difference between Scheduled Generation and actual delivered power at the Delivery Point, excluding Force Majeure or Buyer-directed curtailment

"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" Seller's readiness and capability to deliver power in compliance with Buyer dispatch instructions and scheduled generation. The system must meet a minimum annual equivalent availability factor of 95% of the COP.

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

"Project Site" refers to the designated locations at Aguirre and if applicable at the additonal site 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 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 installed at Aguirre or if applicable any Additional Site under this Agreement.

“Termination Payment” means the amount equal to the outstanding balance of payments owed by the Buyer at the conclusion of the Term, including any extensions thereof. If the Buyer elects to terminate this Agreement prior to the expiration of the Term for reasons other than a documented Seller Default, the Termination Payment shall consist solely of the remaining unpaid amounts owed under this Agreement.

“Transmission System” means the network of high-voltage lines and associated infrastructure used to deliver electricity from the power generation units to PREPA’s transmission 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.

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

(i) 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.

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

(k) 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.

(l) 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).

ARTICLE II - POWER GENERATION SERVICES

2.1 Power Generation Sale and Delivery

The Seller provide Temporary Power Generation Units installed under this Agreement, and the Buyer agrees to purchase such power at the designated Delivery Points. All delivered power shall meet the quality and operational standards set forth in Article IV.

The amount of power delivered, and the related delivery schedules, shall be determined in accordance with Article V. Buyer’s obligation is limited to paying for metered and accepted kilowatt-hours in accordance with Article IX and Article VII. This Agreement does not impose any minimum-take requirement, minimum-generation requirement, or make-whole obligation unless expressly stated in Exhibit B.

2.2 Delivery Method and Interconnection Requirements

The Seller shall deploy, install, and operate the Temporary Power Generation Units necessary to supply power at the Project Site. The Seller shall comply with all interconnection, protection, telemetry, SCADA, and dispatch requirements established by LUMA.

The Seller is responsible for all infrastructure required to interconnect the generation systems at the 115 kV or 230 kV switchyards, including transformers, switchgear, auxiliary systems, and all associated equipment. The Seller shall obtain and maintain all permits and approvals necessary for installation, operation, environmental compliance, and interconnection.

The Buyer shall provide reasonable access to the Project Site and designate the areas where the Temporary Power Generation Units will be installed. The Buyer shall make commercially

reasonable efforts to support and expedite permitting and interconnection processes without assuming liability for delays attributable to the Seller or third parties.

2.3 Operation and Maintenance

The Seller shall be fully responsible for operating and maintaining the Temporary Power Generation Units, including preventive maintenance, corrective maintenance, planned outages, and forced outages. The Seller shall comply at all times with operational directives issued by LUMA and Genera PR.

The Seller shall maintain real-time monitoring capabilities for power output, operational status, environmental compliance (when applicable), and outage events. The Seller shall submit operational reports to the Buyer, LUMA, and any regulatory authority upon request. Each report shall include generation records, outage information, corrective actions taken, and relevant operational data consistent with LUMA's reporting format.

2.4 Fuel Responsibilities and Fuel Options

For the Aguirre Power Plant, the Seller shall procure all Liquefied Natural Gas (LNG) required to operate the Temporary Power Generation Units. The Seller shall be responsible for LNG delivery, storage, regasification, associated infrastructure, and environmental and safety compliance.

The Buyer may at any time elect to operate the TM2500 units using diesel fuel. In such case, the Buyer shall supply the diesel fuel and its delivery infrastructure. Pricing applicable to diesel operation shall be as set forth in Exhibit B. When instructed by the Buyer, the Seller shall operate the generation units on diesel.

2.5 Deployment and Commissioning

The Seller shall mobilize, install, and commission the Temporary Power Generation Units within the Deployment Period established in this Agreement. Daily deployment status reports shall be submitted to the Buyer until commissioning is complete.

Any delay not excused by a Force Majeure Event shall subject the Seller to Liquidated Damages as set forth in this Agreement.

ARTICLE III - TERM AND CONDITIONS

3.1 Agreement Term

This Agreement becomes effective upon execution by both Parties and shall remain in effect for an initial term of ten (10) years beginning on the Commercial Operation Date ("COD") of the Facility at the Project Site. This term applies only to Agreements with a ten-year duration. Agreements with shorter durations shall follow term provisions separately agreed by the Parties.

The Agreement shall remain in force for the full duration of the Initial Term unless earlier terminated in accordance with Article XIV (Termination). Early termination shall be permitted only under the specific circumstances and procedures established in this Agreement.

3.1.1 Termination for Convenience

(a) If the Buyer elects to terminate this Agreement for its convenience and not due to the Seller's default, the Buyer shall provide a written Termination for Convenience Notice at least ninety (90) days before the intended termination date.
(b) The Notice shall specify the extent to which the Seller must continue providing services until the Termination for Convenience Date.
(c) The termination becomes effective only if the following conditions are met on or before the termination date:
(1) Buyer must be current on all payments owed and must not have outstanding debt to the Seller; and
(2) The Parties must agree in good faith on a Termination Fee, limited to justified and documented demobilization and related expenses of the Seller. The Termination Fee must be paid by the Buyer prior to the Termination for Convenience Date.

3.2 Extension of Term

The Buyer may elect to extend the Initial Term. To initiate an extension, the Buyer shall send written notice to the Seller at least thirty (30) days before the expiration of the current Term. The Seller shall provide a written response within fifteen (15) days of receiving the request. Any approved extension shall be referred to as an Extension Term.

3.3 Performance Period

The Performance Period begins on the first day of the Initial Term and continues for the entire duration of the Agreement, including any Extension Terms, unless the Agreement is earlier terminated in accordance with Article XIV.

3.4 End-of-Term Purchase Option

3.4.1 Purchase Right

No later than 120 days prior to the expiration of the Term, including any extensions, the Buyer shall have the exclusive right to purchase the Seller's equipment used in performing this Agreement at its Fair Market Value. If the Buyer exercises this right during the final 120 days of the Term, the Seller shall have no obligation to retain the equipment after expiration and may otherwise dispose of it.

3.4.2 Exclusion

The purchase option does not apply if the Buyer terminates the Agreement for reasons other than the Seller's documented default.

3.4.3 Fair Market Value Determination

Fair Market Value shall be determined as follows:
(a) The Parties shall attempt to mutually agree on an independent appraiser experienced in valuing similar equipment; the Buyer shall bear the appraisal cost.
(b) If no agreement is reached within thirty (30) days, each Party shall select an appraiser, and the two selected appraisers shall jointly select a third appraiser. The third appraiser's valuation shall be final and binding.

(c) The valuation shall consider the age, condition, market demand, comparable sales, and other relevant factors.

3.4.4 Notice of Intent to Purchase

The Buyer shall provide written notice to the Seller at least 120 days before the end of the Term indicating its intent to exercise the purchase option.

3.4.5 Payment Terms

Payment for the equipment at the determined Fair Market Value shall be made by the Buyer within fifteen (15) days of reaching agreement on the price, and no later than the last day of the Term.

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 at the Delivery Point (115 kV or 230 kV switchyard at the Aguirre and or if applicable any Additional Site. complies fully with the operational and regulatory requirements established in Exhibit F (Technical Specifications and Measurement Standards).

The Seller shall maintain continuous and stable power generation capacity of 400 MW COP at the Aguirre site and or if applicable any Additional Site , subject to the Power Availability requirements established under this Agreement. All generated power shall meet the applicable grid performance standards, including frequency stability at 60 Hz with allowable deviation, and voltage stability consistent with 115 kV and 230 kV system requirements.

The Seller shall integrate real-time telemetry and operational data with LUMA's Energy Control Center, including automated reporting of generation output, system status, availability, fuel consumption (if applicable), and compliance indicators. Monthly performance reports shall be submitted to the Buyer and LUMA, detailing actual energy delivered in MW and kWh, operational availability, outage events, and any variance from the performance obligations.

The Seller shall comply at all times with all environmental, occupational safety, and regulatory requirements applicable to power generation facilities, including EPA emissions standards, OSHA safety standards, and NOAA or U.S. Coast Guard requirements applicable to maritime-based equipment. Full regulatory compliance is a condition of continued operation. The Seller shall notify the Buyer within twenty-four (24) hours of any actual or suspected violation, non-compliance, or regulatory enforcement action.

4.2 Reserved

4.3 Non-Compliance with Performance Standards

If the Seller is unable to meet any performance standard required under this Agreement, the Seller shall immediately notify the Buyer, identifying the nature, cause, expected duration, and corrective measures being implemented.

If a Power Generation Shortfall occurs, the Buyer may procure substitute power from alternative sources, adjust system dispatch, activate emergency reserves, or implement any action necessary to preserve service continuity. The Seller shall coordinate with the Buyer and its operators to minimize impacts and restore full service.

If power output at either site falls below the required 400 MW COP (as adjusted by any applicable Power Availability requirements), the Seller shall submit a corrective action plan within twenty-four (24) hours. The plan shall describe the cause of the deficiency, the specific corrective steps, the recovery timeline, and the expected date of full restoration. If the Seller fails to restore output within a reasonable time determined by the Buyer, the Buyer may require deployment of backup generation assets or temporary configuration changes. The Seller shall cooperate fully with all such directives.

4.4 Dispute Resolution for Performance Measurement

Any dispute relating to the measurement, testing, or reporting of power generation performance shall be resolved pursuant to Article XIX (Settlement of Disputes). The Parties shall first attempt resolution through good-faith discussions. If no resolution is reached, the matter may be referred to an Independent Engineer or Third-Party Auditor to verify performance data and evaluate compliance.

The Independent Engineer or Auditor shall review operational data, metering records, and system conditions to determine whether the Seller has met its contractual performance obligations. Findings of the Independent Engineer or Auditor shall be final and binding for purposes of determining compliance with this Article.

ARTICLE V — OPERATIONAL PLANNING AND POWER DELIVERY

5.1 Power Generation Service Planning

The Seller shall provide power generation services in alignment with the operational and dispatch requirements of the Buyer and LUMA, ensuring continuous, reliable, and flexible generation throughout the Performance Period. The Buyer or its operator shall define required output levels on a daily and weekly basis, and the Seller shall maintain full readiness to comply with all dispatch instructions while meeting the Power Availability requirement.

The Buyer, through its operator, shall issue a weekly operational forecast identifying anticipated power requirements for the following seven-day period. The Seller shall coordinate its fuel logistics, maintenance activities, and operational planning to ensure uninterrupted service. The forecast may be amended at any time to reflect real-time grid conditions, and the Seller shall promptly implement all required adjustments.

Any changes requested by the Buyer or its operator, including modifications to output, operating hours, or other delivery requirements, shall be implemented immediately by the Seller and shall not limit the Seller’s obligation to maintain operational readiness or to comply with performance standards.

5.2 Performance-Based Dispatch Adjustments

The Buyer or its operator may modify power delivery requirements at any time based on grid conditions or energy demand. The Seller shall respond immediately to all dispatch instructions and adjust generation accordingly. The Seller shall maintain full operational availability and must be capable of increasing or decreasing power output up to the contracted capacity.

If the Buyer or its operator requires dispatch of power, the Seller shall make commercially reasonable efforts to meet the requested level. If the Seller cannot provide the requested output, it shall notify the Buyer immediately, specify the cause of the shortfall, and provide a firm timeline for restoring the required level of service.

5.3 Infrastructure and Grid Integration for Power Delivery

The Seller is responsible for integrating its power generation system with the Buyer's transmission and dispatch network and shall comply with all applicable interconnection standards and protocols set by the Buyer and coordinated with LUMA. The Seller shall connect its system at the 115 kV and/or 230 kV switchyard at Aguirre and if applicable to any Additional Site shall operate and maintain all auxiliary facilities, including transformers, switchgear, and related equipment, in full working condition throughout the Performance Period.

The Seller shall maintain an operational plan that ensures rapid response to dispatch adjustments and includes real-time communication with the Buyer's control center. This plan shall incorporate continuous data sharing regarding generation levels, system status, maintenance activities, and any performance deviations affecting grid operations.

LUMA is responsible for providing guidance and specifications for the the electrical interconnection process, including technical reviews, interconnection studies, system approvals, and required coordination with the transmission and distribution system.

The Seller is responsible for all interconnection costs bared by the Seller and LUMA.

5.4 Curtailment and Adjustments to Power Delivery

If the Buyer or its operator determines that generation must be reduced or suspended due to grid conditions, the Seller shall comply with the curtailment order immediately. The Seller shall maintain readiness to resume full output as soon as requested by the Buyer or its operator.

Following any curtailment, the Seller shall coordinate with the Buyer or its operator to restore full generation promptly. If the Buyer or its operator requires generation above the contracted capacity, the Seller may propose additional capacity subject to technical feasibility and mutually agreed compensation, provided that no such proposal diminishes the Seller's obligations under this Agreement.

5.5 Operational Monitoring and Reporting

The Seller shall implement real-time monitoring systems to track power output, availability, grid compliance, and system stability and shall ensure continuous data access for the Buyer. The Seller shall provide a monthly performance report confirming actual power delivered, operational availability, corrective actions taken to address deviations, and environmental and regulatory compliance status.

In the event of a Power Generation Shortfall or service interruption, the Seller shall immediately notify the Buyer or its operator, document the event, state the cause, and describe the corrective measures being implemented.

5.6 Performance-Based Payment Adjustments

Payment to the Seller shall be based solely on actual power delivered under Article IX. If the Seller fails to meet operational or performance obligations, the Buyer may adjust payments to reflect the actual level of service received.

If the Seller fails to deliver the required output, the Buyer may require the Seller to submit a Performance Correction Plan within ten days of written notice. The plan must include detailed corrective actions and a firm timeline for restoring compliance, which shall not exceed thirty days unless extended by the Buyer in writing.

If the Seller fails to submit or execute an acceptable Performance Correction Plan, the Buyer may procure substitute power from other sources, and any incremental cost shall be deducted from payments otherwise due to the Seller.

5.7 Service Adjustments and Long-Term Planning

The Buyer and Seller shall conduct quarterly service reviews to evaluate performance, assess necessary operational adjustments, and determine whether long-term scheduling or infrastructure modifications are required. These reviews shall support Puerto Rico's broader energy security and system planning needs. Any adjustment affecting scheduling, dispatch coordination, or service provision shall be formalized through a written amendment approved by the Buyer.

ARTICLE VI – SELLER'S PERFORMANCE SHORTFALL

6.1 Failure to Meet Power Delivery and Availability Requirements
The Seller is obligated to deliver the scheduled quantity of power and to maintain the contractually required Power Availability at Aguirre or if applicable to any Additional Site. A Service Shortfall occurs whenever the Seller fails to (i) deliver the required power output at the Delivery Point, or (ii) comply with the Power Availability requirement, except where such failure is directly caused by (a) a Force Majeure Event, (b) a Buyer-directed operational adjustment, or (c) conditions solely attributable to the Buyer or the transmission system operator.

If a Service Shortfall occurs, the Buyer shall have the unilateral right to determine the operational and financial impacts of such deficiency and to require Seller to take immediate corrective actions, including adjustments to equipment, operations, staffing, fuel management, and scheduling. Buyer may issue corrective action instructions, and Seller shall comply without delay.

If the Seller diverts power, capacity, or LNG fuel committed under this Agreement to any other buyer or third party without Buyer's prior written consent, such conduct shall constitute a material breach, and Buyer shall be entitled to pursue all remedies available under this Agreement and under Applicable Law.

6.2 Buyer's Right to Recover Costs and Implement Offsets
Following any Service Shortfall, the Buyer shall be entitled to recover all costs, expenses, losses, and damages arising from Seller's failure to meet contractual performance

requirements. Such recoverable costs may include, without limitation, the cost of replacement power, ancillary services, system stabilization measures, operational impacts at the Site, and any additional technical or administrative burdens imposed on Buyer or the grid operator.

Any amounts owed by Seller may be offset by Buyer against payments otherwise due under Article IX, without need for further notice or demand.

6.3 Corrective Action and Remedial Obligations

Upon notice from Buyer, the Seller shall promptly submit and implement a corrective action plan acceptable to Buyer. Persistent, recurring, or uncorrected deficiencies shall constitute grounds for suspension or termination under Article XIV.

6.4 Acknowledgment of Seller's Operational Responsibility

Seller acknowledges that its obligations regarding continuous power delivery, operational readiness, fuel management, and system availability are essential to the operation of PREPA's grid. Seller further acknowledges that failures to meet these requirements impose direct and measurable impacts on grid stability, operational logistics, and system reliability. Nothing in this Article limits Buyer's right to pursue termination, injunctive relief, suspension, or any other contractual remedy.

ARTICLE VII – MEASUREMENT, TESTING, AND OPERATIONS

7.1 Measurement and Verification of Power Generation

The Seller shall ensure that all power generation output delivered at the Aguirre Project Sites or if applicable to any Additional Site is accurately measured, monitored, and reported at the Delivery Points in accordance with this Agreement. All metering equipment and associated systems shall conform to the technical standards set forth in Exhibit G, including applicable NERC, FERC, IEEE 1547, and ANSI accuracy requirements.

Because LNG is the required priority fuel and the basis for operational and performance calculations under this Agreement, all measurements, verifications, and operational reporting shall expressly document LNG-based generation and establish whether any deviation from LNG usage has occurred. Failure to provide such documentation will be considered a material breach.

The Buyer shall have unrestricted rights, at any time and without limitation, to conduct independent inspections, audits, validation tests, and system verifications at either Site or remotely through telemetered systems. Seller shall provide full and immediate access to operational data, metering logs, telemetry files, calibration records, emissions data, and any other documentation requested by the Buyer. Refusal or failure to provide such access constitutes a material breach of this Agreement.

7.2 Power Measurement Standards

All power delivered to the Buyer shall be measured in kilowatt-hours (kWh) and megawatts (MW) using metering equipment compliant with ANSI C12.20 accuracy standards. All meters shall

record output at a base frequency of 60 Hz and at the voltage levels corresponding to the Delivery Points (115kV or 230kV).

All power output measurements shall be continuously logged, time-stamped, stored electronically, and retained in compliance with FERC Order 760 and all applicable NERC performance and transparency requirements. Seller shall provide the Buyer real-time telemetry and operational data through a protocol compliant with IEEE 1815 (DNP3).

If metering data is lost, compromised, corrupted, or otherwise unavailable, the Buyer shall determine the replacement values based on validated historical data, established operational models, or other appropriate calculations consistent with ISO 50001. In the event of a disagreement, the Buyer's determination shall govern unless overturned in accordance with Article XIX.

7.3 Metering Equipment and Calibration Requirements

The Buyer has installed ultrasonic meters and associated systems at each Delivery Point. The Seller shall be responsible for operating, maintaining, calibrating, securing, and ensuring the accuracy and integrity of these meters at all times, including cyber protection of metering data and telemetry pathways. Calibration shall follow ISO/IEC 17025 standards.

If any metering equipment is found to be inaccurate, inoperable, compromised, or otherwise unreliable, the Buyer shall apply corrections based on calibration tests, validated historical operational data, or third-party meter verification. If insufficient data exists to determine the adjustment period, the default period shall equal one-half of the time elapsed since the most recent valid calibration.

Seller must immediately notify Buyer of any suspected or confirmed metering discrepancy and must provide a corrective action plan without delay.

7.4 Verification and Performance Testing

Seller shall conduct monthly verification tests in accordance with ANSI C12.1 standards and shall provide results to the Buyer immediately upon completion. The Buyer may require third-party verification at any time on written notice.

If any discrepancy greater than one percent (1%) is identified, all relevant data shall be corrected and all billing statements reconciled in accordance with FERC Order 757. Repeated discrepancies, repeated calibration failures, or failure to correct inaccuracies promptly shall constitute a breach and may trigger the remedies available under Articles VI and XIV.

7.5 Operational Data and Availability of Records

Seller shall provide the Buyer, no later than the end of each monthly billing period, all metering, operational, and compliance records for that month. Such records shall include hourly and daily generation data consistent with NERC GADS, grid frequency and voltage stability records demonstrating compliance with IEEE 1547, and environmental and emissions compliance reports, including all EPA CEMS files.

Seller shall also identify all deviations, outages, curtailments, alarms, disturbances, or reductions attributable to non-LNG fuels. Seller must maintain all operational records for at least three (3) years and shall provide immediate access to Buyer upon request.

Failure to timely provide operational data constitutes a breach.

7.6 Alternative Measurement Methods for Non-Metered or Non-Operational Sites

If any Project Site lacks functional metering, becomes non-metered, or experiences meter failure, power delivered shall be determined using validated historical operating data adjusted for system load, efficiency, and LNG usage, and supported by fuel consumption data compliant with EPA 40 CFR Part 75. Buyer may require independent third-party verification consistent with ISO 9001.

Any deviation from agreed measurement methods must be documented by Seller and approved by Buyer, whose approval may be withheld at its sole discretion.

7.7 Periodic Inspections and System Audits

Seller shall conduct quarterly inspections and system audits of all metering and operational systems in accordance with ISO 50001 energy audit principles and FERC/NERC operational protocols. Seller must provide Buyer with full documentation of audit results and implement corrective actions immediately if deviations, inaccuracies, or operational weaknesses are identified. If deficiencies persist, Buyer may require an independent audit at Seller's cost.

Persistent failures may trigger Buyer remedies under Articles VI and XIV, including suspension or termination.

ARTICLE VIII – RISK AND INDEMNITY

8.1 General Indemnity During the Performance Period

Throughout the Performance Period, and to the fullest extent permitted by Applicable Law, each Party shall remain solely responsible for damages, losses, liabilities, or claims caused by its own acts, omissions, negligence, or willful misconduct.

The Seller shall indemnify, defend, and hold harmless the Buyer (PREPA), its agents and operators (including Genera PR and LUMA), and their respective officers, directors, employees, and representatives (collectively, the "Buyer Group") from any third-party claim for personal injury, death, property damage, or other loss arising out of or relating to Seller's activities in performing this Agreement, including the installation, operation, maintenance, handling of fuel, and performance of the Temporary Power Generation Units. Such indemnity shall apply only to the extent the claim results from the Seller's negligence, strict liability, or willful misconduct.

The Buyer shall indemnify, defend, and hold harmless the Seller and its affiliates (the "Seller Group") from third-party claims for personal injury, death, or property damage arising solely from the operation of PREPA-owned Generation Units or downstream Buyer facilities, and only to the extent such claim results from the Buyer's negligence, strict liability, or willful misconduct.

Nothing in this Article limits the Buyer's right to seek damages, penalties, shortfall compensation, liquidated damages, offsets, or any other remedy expressly provided elsewhere in this Agreement.

8.2 Transfer of Title and Risk

Title to, and risk of loss for, electricity generated under this Agreement shall transfer to the Buyer only at the Delivery Point identified in Exhibit C (the 115 kV or 230 kV switchyard at Aguirre or if applicable any Additional Site).

Until such transfer occurs, the Seller remains fully responsible for all environmental releases, spills, contamination, equipment failure, operational error, or any incident involving Seller's personnel, equipment, or fuel handling.

After the Delivery Point, the Buyer shall assume responsibility solely for events arising from PREPA's downstream infrastructure.

8.3 Environmental and Title Indemnity

The Seller shall indemnify the Buyer Group for all environmental damages, regulatory violations, fines, penalties, title defects, and third-party claims arising from Seller's activities prior to the Delivery Point. This includes LNG storage, regasification, fuel handling or delivery, missions, discharges, or any construction, mobilization, or preparatory works performed by Seller.

The Buyer shall indemnify the Seller Group only for environmental conditions existing at the Project Sites prior to Seller's mobilization, but solely to the extent such conditions were not caused or worsened by Seller's actions or omissions.

8.4 Notice and Defense of Claims

A Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of any claim, demand, or proceeding. The indemnifying Party may assume the defense, provided the resolution does not impose obligations, payments, or admissions on the indemnified Party without its prior written consent. The indemnified Party may participate in the defense at its own expense and shall reasonably cooperate.

Failure to provide timely notice shall not relieve the indemnifying Party of its obligations unless the delay materially prejudices the defense of the claim.

8.5 Excluded Damages

Neither Party shall be liable to the other for indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, or goodwill. These exclusions shall not apply to:

(a) amounts expressly recoverable under Article VI (Seller's Performance Shortfall);
(b) payments required under Article IX (Invoicing and Payment);
(c) penalties, liquidated damages, or offsets expressly stated in this Agreement;
(d) indemnification obligations under this Article VIII; or
(e) damages arising from willful misconduct or fraud.

The exclusions in this Section do not apply to regulatory fines, FEMA compliance violations, or environmental liabilities attributable to the Seller under Section 8.3.

8.6 Third-Party Beneficiaries

Members of the Buyer Group and Seller Group are expressly designated as third-party beneficiaries solely with respect to the indemnity obligations under this Article VIII. No other provision of this Agreement confers third-party beneficiary status unless expressly stated.

ARTICLE IX — INVOICING AND PAYMENT

9.1 Payment Rate and Measurement

The Buyer shall compensate the Seller at the kWh rates set forth in Exhibit B for the ten (10)-year Term of this Agreement. . No additional indexing or adjustment factor shall apply.

All energy delivered by the Seller shall be measured at the metering points located at the 115 kV and/or 230 kV switchyards at the the Aguirre Power Plant or if applicable any Additional Site. All measurements shall be made by metering systems operated by LUMA and validated pursuant to Article VII (Measurement, Testing, and Operations). Only verified and accepted kilowatt-hour (kWh) values shall be eligible for compensation.

Buyer will charge all payments owed under this Agreement to its designated budget account number _____. Buyer estimates that its total cost under this Agreement will not exceed $_____. These values are included solely to satisfy Puerto Rico Comptroller requirements and do not modify, limit, or expand any rights or obligations of either Party.

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9.2 Monthly Invoicing Requirements

The Seller shall submit a Monthly Invoice on or before the tenth (10th) calendar day of each month. Each Monthly Invoice shall reflect the total kWh delivered during the preceding month multiplied by the applicable $/kWh rate in Exhibit B. Each invoice shall include: (a) daily and monthly kWh reports, (b) uptime percentage for the billing period, (c) environmental and regulatory compliance confirmation, and (d) a certification signed by an authorized Seller representative attesting to the accuracy of the invoice and confirming that no public official has received any unauthorized benefit.

Any approved logistics-related charges shall be itemized separately.

9.3 Payment Terms and Method

Buyer shall pay all undisputed amounts within thirty (30) calendar days after receipt of a valid Monthly Invoice. Payments shall be made by wire transfer to the bank account designated by Seller in writing.

If Buyer disputes any portion of an invoice, it shall notify Seller in writing within twenty (20) days of receipt, identifying the disputed items. Buyer shall pay all undisputed amounts by the original due date. Once the Parties resolve the disputed amount, Buyer shall pay the resolved amount within fifteen (15) days of resolution, together with interest at the maximum rate permitted by applicable law accruing from the original invoice date.

9.4 Late Payment and Remedies

Any undisputed amount not paid within thirty (30) days of receipt of a valid invoice shall accrue interest at the maximum rate permitted by applicable law beginning on the day after the due date and continuing until paid in full.

If Buyer fails to pay any undisputed amount within five (5) Business Days after receiving written notice of non-payment from Seller, Seller may suspend services until payment is received. If Buyer remains in default for more than sixty (60) days after such notice, Seller may terminate this

Agreement; such termination shall be deemed a Termination for Convenience by Buyer, and Buyer shall be obligated to pay the Termination Payment and all other amounts due and owing.

Comptroller Registration Compliance

Pursuant to Law No. 18 of October 30, 1975, as amended, no payments shall be made under this Agreement until the Agreement is duly registered with the Office of the Comptroller of Puerto Rico. Seller shall provide all documentation necessary to complete such registration.

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. The Seller shall be solely responsible for all duties, levies, import fees, taxes, and associated charges arising from the importation, mobilization, deployment, operation, repair, or maintenance of the mobile or land-based power generation units. This includes all sales, use, value-added, gross receipt, or excise taxes assessed on the equipment, components, fuel, infrastructure, or labor utilized by the Seller in delivering power to the grid under the Project Site $/kWh rates specified in Exhibit B.

If the Buyer is required to pay, remit, or withhold any taxes that are legally the Seller's obligation, the Seller shall reimburse the Buyer promptly upon presentation of reasonable evidence of such payment. Both Parties shall cooperate in providing or exchanging the documentation necessary to support tax exemption claims, credit eligibility, incentive program benefits, or regulatory filings under applicable Puerto Rico or U.S. federal tax laws, provided that such cooperation does not impose a material burden on the non-requesting Party.

The Seller represents and warrants that it is the importer of record for all equipment, components, or fuel used in connection with this Agreement and shall comply with all import-related obligations, including filing entries, paying customs duties, maintaining accurate records, and satisfying all reporting requirements under applicable federal and Puerto Rico law.

ARTICLE XI – FORCE MAJEURE

11.1 Definition and Scope

Except for the Buyer's obligation to make payments when due, neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by a Force Majeure event. A Force Majeure event shall mean an occurrence beyond the reasonable control of the affected Party which could not have been prevented or mitigated through the exercise of a Reasonable and Prudent Operator and which renders performance temporarily impossible rather than merely more expensive or inconvenient. A Force Majeure event includes, as applicable, severe natural disasters such as hurricanes, earthquakes, floods, tsunamis, explosions, acts of war, terrorism, widespread civil unrest, declared epidemics or pandemics, port closures imposed by governmental authorities, or a collapse of Buyer-owned transmission infrastructure that prevents the physical acceptance of power at the Delivery Point at the Aguirre Power Plant or if applicable any Additional Site switchyards. Delays or denials in governmental permits or authorizations qualify only when the affected Party demonstrates that it submitted

complete and accurate applications and pursued all reasonable alternatives consistent with the Reasonable and Prudent Operator standard.

11.2 Exclusions

A Force Majeure event shall not include economic hardship, fluctuations in market conditions, bankruptcy or inability to pay of a Party or its contractors, breakdown or defect of Seller's equipment or any subcontractor's equipment, failure to secure or maintain permits or approvals except where the Seller demonstrates compliance with all requirements of a Reasonable and Prudent Operator, changes in market prices for fuel or labor, or labor strikes or industrial actions affecting only the Seller or its Affiliates. It shall also not include LNG supply chain disruptions where Seller could reasonably have arranged alternative cargoes, scheduling, or logistics, nor curtailment or dispatch instructions issued by the Buyer or its operator, as these matters are expressly contemplated under Article V. No Party may invoke Force Majeure if the failure to perform is caused by negligence, poor planning, inadequate staffing, or avoidable equipment failure.

11.3 Notice and Mitigation

A Party seeking to invoke Force Majeure shall notify the other Party in writing within ten (10) days after the occurrence of the event or the date the Party becomes aware of it. The notice shall describe the event, identify the affected obligations, state the expected duration of the disruption, and outline the mitigation steps being taken. The affected Party shall continue to provide periodic written updates and shall take all commercially reasonable actions to avoid or minimize the impact of the event, including the implementation of temporary or alternative solutions, and shall resume performance as soon as conditions permit. Failure to comply with these notice and mitigation obligations shall disqualify the Party from Force Majeure relief.

11.4 Access, Verification, and Documentation

Upon request by the non-affected Party, the affected Party shall provide reasonable access to facilities impacted by the Force Majeure event, provided that such access is safe and does not violate confidentiality or any third-party restrictions. The non-affected Party may request documentation or independent verification to confirm the existence and impact of the event. If such review determines that the event does not qualify as Force Majeure, the costs of verification shall be borne by the Party seeking relief.

11.5 Third-Party Impacts

A Force Majeure event affecting a third party, including LNG suppliers, transporters, or fuel logistics providers, may qualify only if the affected Party demonstrates that the event would have qualified as Force Majeure had it occurred directly to that Party and that the Party exhausted all commercially reasonable alternatives to continue performance, including alternative cargoes, alternative routes, and reasonable operational adjustments. Any event originating in the Seller-controlled LNG logistics chain shall only be considered Force Majeure if the Seller shows that it exercised the diligence and redundancy expected of a Reasonable and Prudent Operator and that the event was not caused by its planning decisions, scheduling errors, or equipment issues.

11.6 Duration and Termination Rights

Force Majeure relief shall begin when the event actually prevents performance, regardless of when notice is provided. If Seller is unable to perform its service obligations due to a Force Majeure event for ninety (90) consecutive days, or for sixty (60) days if Seller is not making diligent, good-faith efforts to resolve the disruption, the Buyer may terminate this Agreement without penalty upon written notice. In such case, the Buyer shall only be responsible for undisputed amounts for services actually delivered prior to the effective termination date, and shall not owe demobilization costs, termination fees, or other compensation.

ARTICLE XII – REPRESENTATIONS, WARRANTIES, AND LIABILITIES

12.1 Representations and Warranties

Each Party represents and warrants, as of the Effective Date and throughout the Term, that it has full legal authority and capacity to execute and perform this Agreement. The Seller represents that it is a corporation or limited liability company duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and that it is duly authorized to conduct business in all jurisdictions required for the performance of its obligations under this Agreement.

The Buyer, as a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, represents that it has obtained all required governmental, statutory, regulatory, and fiscal approvals under applicable law, including approvals required under PROMESA, the Fiscal Agency and Financial Advisory Authority, the Oversight Board, and any applicable Title III requirements. Buyer further represents that all payment obligations under this Agreement constitute “Current Expenses” within the meaning of the PREPA Trust Agreement and standard public utility practice, and are essential for the continued operation of its electrical system.

Each Party represents that the execution, delivery, and performance of this Agreement have been duly authorized and do not violate any applicable law, corporate governance requirement, or contractual obligation. This Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms.

Notwithstanding any other provision, both Parties expressly acknowledge that all Buyer payment obligations under this Agreement are intended to be treated and classified as “Current Expenses” under the PREPA Trust Agreement and Title III of PROMESA. As a condition precedent to payment, this classification must be validated in writing by the legal and financial professionals designated by PREPA in its Title III proceeding and by the Oversight Board or their authorized designees. No payment shall become due until such written validation is delivered to the Parties.

If such validation is not obtained, or if any payment is subsequently challenged as not constituting a Current Expense, the Parties shall cooperate in good faith to amend this Agreement or take such lawful actions as necessary to preserve the enforceability of Buyer’s payment obligations consistent with bankruptcy law requirements.

12.2 Title and Delivery Warranty

The Seller warrants that it has good and marketable title to all power delivered under this Agreement at the Delivery Point and that such power is free of all liens, encumbrances, or adverse claims. Seller makes no implied warranties, including merchantability or fitness for a particular

purpose, except as specifically set forth in this Agreement. All power delivered must comply with Article IV (Service Performance and Quality Standards).

12.3 Seller Readiness Obligations

The Seller shall take all actions necessary to begin performance promptly after execution of this Agreement and receipt of required authorizations. These obligations include entering into all contracts necessary for the acquisition, lease, or use of the generation equipment and associated systems; securing all applicable federal, Commonwealth, and municipal permits including, without limitation, environmental, interconnection, emissions, and operational approvals; completing all site preparation, construction, mobilization, and installation activities required for deployment of the land-based generation units and all upstream infrastructure necessary to reach the Delivery Point; executing all fuel supply arrangements, transportation and maritime logistics agreements, port access and bunkering arrangements, and fuel storage or contingency supply systems; ensuring continuous availability of fuel to support full-load operation of the units at Aguirre and or if applicable any Additional Site ; and coordinating all technical integrations with Buyer, Genera PR, and LUMA to ensure grid readiness.

All such readiness obligations shall be performed at Seller's sole cost and risk and in accordance with all timelines established in this Agreement unless otherwise agreed in writing.

12.4 Buyer Readiness Obligations

The Buyer, through its operator, shall use commercially reasonable efforts to ensure it is ready to receive power at the start of the Service Period. These efforts include coordinating completion of any required interconnection infrastructure, ensuring the readiness of the grid to accept power at the Delivery Point, and facilitating downstream dispatch preparations. Seller shall timely provide Buyer and LUMA with the technical information necessary to support these activities. At Buyer's request, Seller may assist in facilitating or coordinating any permitting activity related to interconnection or grid readiness; however, such facilitation shall not shift responsibility for compliance with permitting requirements away from Buyer or LUMA.

12.5 Limitation of Seller Liability

The Seller's liability for failure to deliver power shall be limited to the compensation and remedies expressly set forth in Article VI (Seller's Performance Shortfall) and Article IX (Invoicing and Payment), except where termination rights are expressly granted under Article XIV. This limitation is consistent with the performance-based nature of the Agreement and is intended to provide the Buyer with predictable remedies while ensuring seller accountability for meeting the Power Availability Requirement at Aguirre or if applicable any Additional Site.

ARTICLE XIII – CONFIDENTIALITY

Each Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") confidential, proprietary, or non-public information relating to this Agreement, including technical, commercial, operational, financial, regulatory, or legal information, whether disclosed orally, in writing, electronically, or in any other form ("Confidential Information"). The Receiving Party shall maintain all Confidential Information in strict confidence and shall use such information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, officers, agents, contractors, legal counsel, consultants, financial advisors, or lenders of the Receiving Party who have a legitimate need to know the information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those contained herein. The Receiving Party shall be responsible for ensuring that any such persons comply with these confidentiality requirements.

The confidentiality obligations of this Article shall not apply to information that becomes publicly available through no breach of this Agreement by the Receiving Party; information independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information; information lawfully obtained from a third party without restriction and without breach of any confidentiality duty; or information that the Receiving Party is required to disclose under applicable law, regulation, subpoena, order of a Governmental Authority, or obligations arising from the Buyer's status as a public instrumentality. In such cases, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party to allow an opportunity to seek a protective order or limit the scope of the disclosure.

Nothing in this Article shall restrict Buyer's ability to comply with its transparency obligations as a public corporation, including disclosures required under the Puerto Rico Comptroller Act, PROMESA, the Oversight Board, the Puerto Rico Fiscal Agency and Financial Advisory Authority, or any other applicable regulatory or government body. Buyer's statutory disclosure duties shall supersede any contrary provision in this Agreement.

All confidentiality obligations under this Article XIII 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 the circumstances described herein. The Parties may terminate this Agreement at any time by mutual written agreement, which shall specify the effective termination date. Buyer also retains the unilateral right to terminate this Agreement for convenience by delivering written notice to Seller specifying an effective termination date no fewer than ten (10) days after the date of such notice. A termination by Buyer for convenience shall not be subject to challenge or dispute by Seller, provided Buyer complies with the applicable Termination Payment provisions of this Agreement.

This Agreement may be terminated for cause if a Termination Event occurs. A Party becomes the Defaulting Party if it breaches any material obligation under this Agreement and fails to cure such breach within the applicable cure period. Unless otherwise expressly stated, the cure period shall be fifteen (15) days from receipt of written notice of breach. If the breach cannot reasonably be cured within that period, the Defaulting Party shall be afforded up to thirty (30) additional days to complete the cure, provided it is diligently and continuously pursuing such cure. If the Defaulting Party fails to cure within the applicable period, the non-defaulting Party may terminate the Agreement by written notice.

Termination Events include failure by Buyer to pay undisputed invoices in excess of one million dollars ($1,000,000) within ten (10) Business Days after receipt of written notice, or failure to pay undisputed invoices in amounts below one million dollars ($1,000,000) within thirty (30) days after receipt of written notice; Seller's abandonment of service for more than three (3) days without substantial efforts to resume operations; the insolvency, liquidation, custodianship, or financial default of a Party; and any material breach of statutory, regulatory, or contractual compliance obligations. If this Agreement is terminated for cause by Seller, Buyer shall pay Seller, as liquidated damages, an amount equal to the Termination for Convenience Fee plus any outstanding undisputed amounts owed to Seller.

The non-defaulting Party may suspend performance upon five (5) days' written notice if a Termination Event occurs. During suspension, the suspending Party shall have no liability for failure to receive or deliver electricity or gas, as applicable. If the Termination Event is cured during the suspension period, the suspension shall automatically be withdrawn, and both Parties shall resume full performance without prejudice.

Upon termination of this Agreement by Buyer for convenience, or upon expiration of the Initial Term or any Extension Term, and upon Seller's receipt of the Termination Payment and all other undisputed amounts owed under this Agreement, the Seller shall demobilize from the Project Sites in accordance with the wind-down procedures established herein.

Termination for any reason shall not affect either Party's rights, obligations, or remedies that accrued before the effective date of termination. These surviving rights include the right to seek payment of past-due amounts, indemnities, confidentiality obligations, regulatory compliance obligations, and the enforcement of any remedies arising from breach. If the Agreement is terminated by Buyer for convenience, Buyer shall pay the applicable Termination Payment within fifteen (15) days of the effective termination date, together with all other undisputed amounts due under this Agreement.

ARTICLE XV – NOVATION AND ASSIGNMENT

No amendment, modification, or change order to this Agreement shall constitute a novation unless such novation is expressly and unequivocally stated in writing and signed by both Parties. A time extension granted by the Buyer, a waiver of any right, or any adjustment to obligations under this Agreement shall never be interpreted as a novation unless expressly identified as such. Any modification shall be binding only to the extent expressly stated in writing, and no modification, waiver, or extension shall alter the fundamental rights, obligations, or liabilities of the Parties unless expressly agreed as a novation.

The Seller shall not assign, transfer, pledge, or otherwise convey any of its rights or obligations under this Agreement without the prior written consent of the Buyer, which may be granted, withheld, or conditioned in the Buyer's sole and absolute discretion. Any attempted assignment without such consent shall be null, void, and without effect. The Buyer may require the Seller to provide all documents necessary to evaluate any assignment request, including financial and legal assurances regarding the proposed assignee.

Notwithstanding the foregoing, the Seller may request Buyer's written consent to assign its rights to receive payments under this Agreement to a lender or financing party (including any agent or

trustee acting on behalf of such financing party) as part of a bona fide financing transaction. Any such assignment shall not relieve the Seller of any of its duties, liabilities, or performance obligations under this Agreement, all of which shall remain solely and exclusively with the Seller.

Nothing in this Article shall limit Buyer's unrestricted right to assign its rights or delegate its obligations, in whole or in part, to any governmental instrumentality, fiscal agent, or operator acting on its behalf, including Genera PR and LUMA Energy, without consent from Seller.

ARTICLE XVI – CHANGE IN LAW

If any change in applicable law, regulation, rule, directive, permit requirement, governmental mandate, or interpretation thereof occurs during the Term of this Agreement, including changes in environmental, tax, safety, maritime, energy, operational, or procurement regulations any resulting increase in the cost of performance, compliance, permitting, operation, labor, equipment, or fuel logistics shall be borne solely and exclusively by the Seller. The Buyer shall have no obligation to adjust, increase, or modify the Contract Price, nor shall the Buyer be required to compensate the Seller for any additional expenses, delays, or impacts arising from such changes in law.

The Seller shall remain fully responsible for performing all obligations at the prices and commercial terms agreed upon in this Agreement, without adjustment. No pass-through of costs, surcharges, assessments, or additional fees shall be permitted under this Article or any other provision of this Agreement.

The Seller further agrees that it will not undertake, support, or facilitate any action intended to effect or influence a change in law, regulation, or governmental requirement that could reasonably be expected to increase Seller's cost of performance or otherwise adversely impact Buyer. Any violation of this obligation shall constitute a material breach.

Nothing in this Article shall impair Buyer's right to enforce regulatory compliance or to require Seller to promptly implement all measures necessary to comply with any new or amended legal or regulatory requirements at Seller's sole cost and risk.

ARTICLE XVII — APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Any legal action or proceeding relating to, arising from, or affecting the PREPA Bankruptcy or any matter governed by Title III of PROMESA shall be brought exclusively before the United States District Court for the District of Puerto Rico.

All other actions, claims, or proceedings arising under or relating to this Agreement shall be brought exclusively before the courts of the Commonwealth of Puerto Rico, to whose jurisdiction the Parties irrevocably submit. The Parties expressly waive any objection based on forum non conveniens and irrevocably waive the right to trial by jury in any action or proceeding arising out of or relating to this Agreement.

ARTICLE XVIII — CODE OF ETHICS

18.1 Anti-Corruption Controls
Each Party represents and warrants that it maintains internal controls, policies, and compliance procedures designed to ensure adherence to all applicable anti-corruption, anti-fraud, and ethical conduct laws. These controls must prevent the offering, giving, soliciting, or accepting of any improper financial or other benefit in connection with the performance of this Agreement.

18.2 Prohibited Conduct
Each Party certifies that it has not offered, promised, or authorized the giving of any financial or other advantage to any public official, candidate for office, or private individual in violation of applicable anti-bribery laws. Compliance with this Article is a material obligation of this Agreement. Any violation shall constitute grounds for termination for cause by the non-breaching Party.

ARTICLE XIX — SETTLEMENT OF DISPUTES

19.1 Exclusive Jurisdiction

Any claim, dispute, disagreement, or controversy arising between the Parties relating to this Agreement, except matters expressly designated for Expert determination under Article 19.2 shall be adjudicated exclusively in the United States District Court for the District of Puerto Rico. During the pendency of any dispute, each Party shall continue to perform its obligations under this Agreement, except where such obligations have been validly suspended under the terms herein. The Buyer shall continue paying all undisputed amounts under Article IX while any dispute is resolved.

19.2 Expert Determination

Disputes limited to the determination of fuel or power quality under Article IV, or to measurement, testing, or operational procedures under Article VII, may be submitted to an independent expert for resolution. Either Party may request Expert determination by providing written notice to the other. The Parties shall jointly select the Expert within ten (10) Days of such notice. If no agreement is reached, either Party may request that the International Centre for Expertise of the International Chamber of Commerce appoint the Expert pursuant to the ICC's Rules for Expertise.

The Expert shall act in a technical, non-arbitral capacity and shall remain impartial at all times. The proceeding shall be conducted in San Juan, Puerto Rico in English. The Parties shall cooperate in good faith to provide any documents, data, personnel, or facility access the Expert reasonably requires. Before issuing a final determination, the Expert shall provide a draft report for comment. The Expert shall endeavor to issue a final determination within thirty (30) Days of appointment, and in no event later than sixty (60) Days. The Expert's final determination shall be binding on both Parties.

19.3 Qualification of Experts

No individual may serve as an Expert if the individual: has been an employee of either Party or its Affiliates within the last ten (10) years; has been a consultant or seller to either Party within the last five (5) years; holds a financial interest in either Party; or lacks at least ten (10) years of relevant professional experience in the North American natural gas or power generation industry. Within two (2) months of the Effective Date, the Parties shall attempt to establish a mutually acceptable list of qualified experts for future reference.

ARTICLE XX – NON-WAIVER

No failure or delay by either Party in enforcing any provision of this Agreement, or in exercising any right or remedy arising from a breach, shall be construed as a waiver of such provision, right, or remedy. No waiver shall be effective unless expressly stated in writing and signed by the waiving Party. A waiver of any specific breach or default shall not constitute a waiver of any subsequent or different breach, and no course of dealing or performance shall alter the strict enforcement of this Agreement unless expressly agreed in writing.

ARTICLE XXI – CONFIDENTIALITY AND CYBERSECURITY OBLIGATIONS

21.1 Confidential Information.
Each Party (the “Receiving Party”) shall maintain the confidentiality of all non-public information disclosed by the other Party (the “Disclosing Party”) in connection with this Agreement. Confidential Information includes technical, commercial, operational, financial, legal, or strategic information, regardless of the method of disclosure.

21.2 Permitted Disclosures.
Confidential Information may be disclosed without prior consent only to:
i. employees, officers, directors, or Affiliates with a need to know;
ii. lenders, auditors, and financial advisors for financing, audit, or compliance purposes;
iii. Governmental Authorities, as required by applicable law; and
iv. consultants or technical service providers involved in this Agreement, provided they are subject to confidentiality obligations no less protective than those set forth herein.

21.3 Third-Party Compliance.
The Receiving Party shall ensure that all third parties receiving Confidential Information comply with confidentiality obligations equivalent to those in this Agreement.

21.4 Disclosure Required by Law.
If disclosure is required by law, regulation, subpoena, or order of a Governmental Authority, the Receiving Party shall provide prompt written notice to the Disclosing Party (to the extent legally permissible) to allow an opportunity to seek protective measures. Buyer’s statutory disclosure duties as a public instrumentality shall prevail over any conflicting confidentiality restriction.

21.5 Public Announcements.

No public communication regarding this Agreement shall be issued without the prior written approval of the other Party, unless disclosure is legally required.

21.6 Cybersecurity Obligations.

If Seller accesses PREPA, Genera PR, or LUMA information systems, Seller shall implement and maintain an industry-standard cybersecurity program, including access controls, encryption, intrusion detection, and incident-response protocols. Buyer may audit Seller's cybersecurity controls at any time. Seller shall immediately notify Buyer of any suspected or confirmed cybersecurity incident or data breach.

21.7 Remedies.

Both Parties retain all legal and equitable remedies, including injunctive relief, to address any actual or threatened breach of this Article. Nothing herein limits Buyer's rights under Articles VIII, XIX, or any statutory enforcement authority.

ARTICLE XXII – NOTICES

All formal notices, approvals, or communications under this Agreement shall be in writing and delivered to the addresses specified in Article XXIV (Addresses for Notices). Notices shall be delivered personally, by certified mail, by recognized overnight courier, or electronically with confirmation of receipt. All notices shall be in English unless otherwise agreed in writing. Notice is effective upon confirmed receipt.

ARTICLE XXIII – CONTINGENT FEES

Seller certifies that it has not engaged or retained any agent, broker, or intermediary to solicit, negotiate, or secure this Agreement based on a contingent fee, commission, percentage, or any other compensation dependent on the award of this Agreement. A breach of this certification constitutes a material breach and entitles Buyer to terminate this Agreement for cause or to reduce compensation owed to Seller by the amount of any such prohibited fee. This prohibition does not apply to bona fide employees or established commercial representatives engaged in ordinary sales operations.

ARTICLE XXIV – ADDRESSES FOR NOTICES

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

To the Seller:
Name: Power Expectations, LLC
Attention: Landon Gallagher
Address: Marginal villamar 9 Manzana CE, Local 1, Carolina PR, 00979

Telephone: 910-916-1065
Email: Lgallagher@powerexpectations.com

Name: Enchanted Rock
Attention: Corey Amthor
Address: Suite 101, 1113 Vine st. Houston tx 77002
Telephone:713-429-4091
Email: corey.amthor@enchantedrock.com

Name: Reyes contracting Group
Attention: Denis Reyes
Address: 66 Calle Carazo , Altos Guaynabo, PR 00969
Telephone:787-216-4006
Email: reyescontractorgroup@gmail.com

To the Buyer:
Puerto Rico Electric Power Authority (PREPA)
Attention: Mary C. Zapata, Executive Director
P.O. Box 364267
San Juan, PR 00936-4267
Email: _____

With a copy to (not constituting notice):
Genera PR LLC (as Operator and Agent of PREPA)
250 Muñoz Rivera Avenue, Suite 1200
San Juan, Puerto Rico 00918
Email: _____

Either Party may change its notice address or contact information by providing the other Party with at least five (5) Business Days' prior written notice in accordance with this Article. All notices shall be provided in English unless otherwise agreed in writing.

ARTICLE XXV – BUSINESS PRACTICES AND FOREIGN CORRUPT PRACTICES ACT

Each Party shall conduct all activities related to this Agreement in full compliance with all Applicable Laws, including the United States Foreign Corrupt Practices Act (FCPA), Puerto Rico anti-corruption statutes, and any other relevant anti-bribery or ethical conduct laws. Neither Party shall offer, promise, solicit, or authorize any bribe, facilitation payment, kickback, or improper benefit in connection with this Agreement.

No contingent fees shall be paid to brokers, intermediaries, or agents except to bona fide employees or duly established commercial representatives. Each Party shall indemnify and hold harmless the other Party for any fines, penalties, losses, or liabilities arising out of a breach of this Article.

The Seller shall ensure that all subcontractors, representatives, and agents acting on its behalf comply with the same ethical and anti-corruption standards, and any violation by such parties shall be deemed a violation by the Seller.

ARTICLE XXVI – TRANSFER OF FUNDS

If the Seller assigns or transfers any right to receive payment under this Agreement, it shall strictly comply with Act 21-2012 and provide prior written notice to the Buyer. The notice shall include a copy of the transfer instrument, the specific amount assigned, and the full contact information of the assignee, including name, address, and telephone and email information. No assignment or transfer shall be effective against the Buyer until such notice is delivered and acknowledged in accordance with Article XXIV (Addresses for Notices).

ARTICLE XXVII – CONFLICT OF INTEREST

The Seller certifies that neither it nor any of its principals, officers, employees, or representatives involved in the performance of this Agreement is an employee of the Commonwealth of Puerto Rico, any public corporation, or any governmental entity, nor holds any economic interest in this Agreement that would create a prohibited conflict under applicable Puerto Rico law.

The Seller further certifies that it did not obtain confidential evaluation materials, competitor pricing, or any non-public information that would give it an improper advantage in connection with the procurement process. The Seller shall promptly disclose to the Buyer any circumstances arising during the Term that may be reasonably perceived as a conflict of interest. Any failure to disclose may constitute grounds for termination for cause.

ARTICLE XXVIII – UNFAIR LABOR PRACTICE

If the Seller or any of its subcontractors is adjudicated by the Puerto Rico Labor Relations Board or the National Labor Relations Board as having engaged in an unfair labor practice, the Buyer shall withhold all further payments until the violation is remedied. Such determinations shall be binding on the Parties unless reversed or vacated by a court of competent jurisdiction. Withholding of payment under this Article shall not constitute a breach by the Buyer.

ARTICLE XXIX – NON-DISCRIMINATION

The Seller certifies that it is an equal opportunity employer and does not engage in discriminatory practices prohibited by applicable federal or Puerto Rico law, including discrimination based on race, color, religion, political affiliation or beliefs, sex, sexual orientation, gender identity, national origin, age, disability, or any other protected classification. The Seller shall ensure that all subcontractors and agents comply with these requirements. Any violation of this Article shall constitute grounds for termination for cause.

ARTICLE XXX – COMPLIANCE WITH COMMONWEALTH CONTRACTING REQUIREMENTS

The Seller shall comply with all laws, regulations, circular letters, executive orders, procurement rules, and fiscal controls applicable to contracting with the Commonwealth of Puerto Rico, including all certifications required under Exhibit D (Seller Certifications). All such certifications are incorporated into and form part of this Agreement.

If the Puerto Rico Treasury Department, CRIM, the Department of Labor, or any other government entity identifies an outstanding debt or non-compliance attributable to the Seller or its subcontractors, and the Seller fails to cure or resolve the issue within the permitted timeframe, the Buyer may offset such amounts from any payments due under this Agreement. The Seller shall ensure that all subcontractors comply with these requirements and shall provide evidence of such compliance upon request.

ARTICLE XXXI – PUBLIC OFFICERS AND EMPLOYEES

The Seller certifies compliance with 3 L.P.R.A. § 8615, including the prohibitions against contracting with:
(i) any public official or employee who has a direct or indirect personal or economic interest in this Agreement within the preceding four (4) years; or
(ii) any former government employee within two (2) years of separation from public service, unless specifically authorized by Puerto Rico law.

Any violation of this Article shall constitute a material breach and may result in immediate termination for cause.

ARTICLE XXXII – DISPENSATION

The Seller certifies that all dispensations, special authorizations, or regulatory waivers required from Commonwealth or federal authorities for its participation in this procurement have been obtained and are included in the contract record. No additional dispensations shall be deemed applicable unless granted in writing and approved by the appropriate governmental authority.

ARTICLE XXXIII – RULES OF PROFESSIONAL ETHICS

The Seller acknowledges its obligation to comply with all professional, technical, and ethical standards applicable to its field of practice, including industry standards and any ethical rules imposed by licensing bodies or regulatory agencies. Failure to comply with such standards shall constitute a material breach of this Agreement.

ARTICLE XXXIV – ANTI-CORRUPTION CODE FOR A NEW PUERTO RICO

The Seller agrees to comply fully with the requirements of Act 2-2018 (Anti-Corruption Code for a New Puerto Rico) and Act 14-2004. The Seller affirms that it represents no conflicting interest in connection with this Agreement and certifies that it will use goods produced or distributed in

Puerto Rico when such goods are available and meet required specifications, consistent with Puerto Rico law. Violation of this Article shall constitute grounds for termination for cause.

ARTICLE XXXV – CONTRACT REVIEW POLICY

The Seller reaffirms its submission of the "Seller Certification Requirement" required under Exhibit D (Seller Certifications). Given the specialized, technical, and non-recurring nature of the services procured under this Agreement, the workforce transfer-of-skills provisions contained in the Fiscal Plan or related Commonwealth workforce development directives shall not apply.

ARTICLE XXXVI – INSURANCE

The Seller shall, at its sole cost and expense, procure and maintain the insurance coverages described in this Article from the date of issuance of the Notice to Proceed and continuing throughout the entire Term of this Agreement. The Seller shall not mobilize, deliver equipment, or commence any work unless and until evidence of all required insurance has been delivered to and accepted by the Buyer. All required insurance shall be primary and non-contributory with respect to any insurance maintained by the Buyer, Genera PR LLC, or LUMA Energy LLC.

The Seller shall maintain Worker's Compensation Insurance in accordance with Act No. 45 of April 18, 1935 (the Puerto Rico Worker's Compensation Act), and shall furnish the Buyer with a certificate from the State Insurance Fund confirming full coverage for all personnel engaged in work under this Agreement. Imported technical personnel exempt under Act No. 16 of May 16, 1958 must provide evidence of exemption and a certificate from their insurance carrier.

The Seller shall maintain Commercial General Liability Insurance with limits of not less than one million dollars (US$1,000,000) per occurrence and two million dollars (US$2,000,000) in the aggregate. This coverage shall include contractual liability, explosion, collapse, and underground damages, and products and completed operations. PREPA, Genera PR LLC, and LUMA Energy LLC shall be named as additional insureds.

The Seller shall maintain Automobile Liability Insurance with a combined single limit of not less than one million dollars (US$1,000,000) per occurrence, covering owned, non-owned, and hired vehicles. PREPA, Genera PR LLC, and LUMA Energy LLC shall be named as additional insureds.

The Seller shall maintain Excess Umbrella Liability Insurance with limits of not less than four million dollars (US$4,000,000) per occurrence in excess of the Commercial General Liability Insurance and Automobile Liability Insurance. PREPA, Genera PR LLC, and LUMA Energy LLC shall be named as additional insureds.

Beginning on the Commercial Operation Date, the Seller shall maintain All-Risk Physical Damage Property Insurance, including machinery insurance, covering all real and personal property of the Seller (including hurricane and earthquake coverage) at one hundred percent (100%) of replacement cost. This coverage shall apply to property at the Site, property in transit, and property located off-site but associated with the work. Scaffolding, temporary structures, false work, tools, and temporary buildings must also be covered.

If not included in the All-Risk Physical Damage Policy, the Seller shall maintain a separate Equipment Breakdown Policy covering all equipment and machinery used in the performance of the Agreement. PREPA, Genera PR LLC, and LUMA Energy LLC shall be named as additional insureds.

The Seller shall maintain Employer's Liability Insurance with minimum limits of not less than one million dollars (US$1,000,000) for each employee and one million dollars (US$1,000,000) for each accident, covering bodily injury or disease, including death, arising out of and in the course of employment.

The Seller shall maintain Business Interruption Insurance and Cyber Insurance, each on terms consistent with market standards for independent power projects. Such policies shall take effect no later than the Commercial Operation Date.

All required policies, except for Worker's Compensation Insurance, Professional Liability Insurance, or any coverage where inclusion is prohibited by law, shall name the following entities as additional insureds:
Puerto Rico Electric Power Authority Risk Management Office, P.O. Box 364267, San Juan, PR 00936-4267;
Genera PR LLC, American International Plaza, 250 Avenida Luis Muñoz Rivera, Suite 1200, San Juan, PR 00918;
LUMA Energy LLC and LUMA Energy ServCo, LLC, 1250 Avenida de la Constitución, 8th Floor, San Juan, PR 00907.

Each policy shall include a provision requiring the insurer to provide thirty (30) days' prior written notice of cancellation or non-renewal (ten (10) days in the case of non-payment of premium), sent by certified mail to the Seller and copied to the Buyer. Each policy shall include a contractual liability endorsement identifying this Agreement by title, date, and Parties; a waiver of subrogation in favor of PREPA, Genera PR LLC, and LUMA Energy LLC; and a provision stating that breach of warranties or conditions by the Seller shall not prejudice the rights of PREPA.

The Seller shall ensure that its subcontractors maintain insurance policies consistent with the coverages described in this Article. The Seller shall remain responsible for any deficiency in subcontractor insurance coverage.

ARTICLE XXXVII – GENERAL PROVISIONS

The Parties acknowledge that they have actively participated in the drafting and negotiation of this Agreement, including all Exhibits, Annexes, Schedules, attachments, and documents incorporated by reference. All such materials form an integral and binding part of this Agreement and shall have the same force and effect as if fully set forth herein.

In the event of any conflict between the provisions of the body of this Agreement and any Exhibit, Annex, or Schedule, the provisions of the Agreement shall govern unless expressly stated otherwise in writing.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument. Electronic signatures shall be deemed valid and enforceable for all purposes under applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Puerto Rico Electric Power Authority
By: _____
Mary C. Zapata Acosta
Executive Director
Tax ID: 660-43-3747

Power Expectations, LLC
By: _____
Name: Landon Gallagher
Title:COO
Tax ID: 66-0946140
Email: lgallagher@powerexpectations.com

Enchanted Rock,LLC
By: _____
Name: Corey Amthor
Title: CEO
Tax ID: _____
Email: corey.amthor@enchantedrock.com

Reyes Contractor,LLC
By: _____
Name: Denis Reyes
Title: CEO
Tax ID: _____
Email: reyescontractorgroup@gmail.com

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Exhibit A

ATTACHMENT A.1 – SCOPE OF SUPPLY REQUIREMENTS

The Seller shall perform all obligations under this Agreement in a manner consistent with the standards, expectations, and deliverables of a performance-based service contract. The Seller acknowledges and agrees that the Buyer's payment obligations are strictly tied to the actual delivery of services, results, and performance outcomes described in this Agreement, and not merely to the Seller's efforts or attempts to perform.

Accordingly, the Seller shall comply with the following general obligations:

1. Delivery of Contracted Services

The Seller shall deliver the power generation services, outputs, and operational capabilities required under this Agreement in accordance with the operational schedules, technical specifications, and performance expectations established herein and in all applicable Exhibits and

Schedules. The Seller shall ensure continuous readiness and the ability to deliver power to the Delivery Points at all times except where expressly excused under the terms of this Agreement.

2. Performance-Based Accountability

The Seller's entitlement to compensation is conditioned on achieving the service results and performance outcomes required by this Agreement. Failure to deliver required performance shall result in adjustments, reductions, offsets, or other remedies available to the Buyer under Article VI (Performance Shortfall), Article IX (Invoicing and Payment), and Article XIV (Termination), without limiting any other rights.

3. Operational Readiness and Reliability

The Seller shall maintain all equipment, facilities, systems, and personnel necessary to ensure reliable operation, including fuel management, equipment availability, maintenance, and compliance with interconnection requirements. The Seller shall ensure proper staffing, training, and qualification of all personnel involved in the performance of this Agreement.

4. Compliance with Laws and Standards

The Seller shall comply with all applicable federal, Commonwealth, and municipal laws, rules, regulations, permits, and standards, including but not limited to environmental, safety, operational, interconnection, electrical, and permitting requirements. The Seller remains solely responsible for obtaining, maintaining, and complying with all required permits and authorizations.

5. Reporting, Monitoring, and Verification Obligations

The Seller shall provide the Buyer with full and uninterrupted access to operational data, monitoring equipment, metering systems, and all information required for the Buyer to verify performance under this Agreement. All records, reports, and operational logs shall be prepared accurately and in compliance with all requirements in Article VII and Exhibit G. The Buyer may conduct audits or inspections at any time.

6. Coordination with Buyer and System Operator

The Seller shall coordinate closely and continuously with the Buyer, Genera PR, LUMA Energy, and any authorized system operator to ensure safe, reliable, and compliant integration of the power generation systems. The Seller shall provide operational updates, notifications of outages, emergency information, and incident reporting as required.

7. Continuous Improvement and Corrective Action

Upon notice from the Buyer of any shortfall, deficiency, non-compliance, or operational issue, the Seller shall immediately initiate corrective actions and shall implement measures to prevent recurrence. Corrective actions shall not relieve the Seller of performance obligations or financial responsibilities associated with such shortfalls.

8. No Interruption Except as Permitted

The Seller shall not interrupt, reduce, divert, or curtail power generation or fuel supply dedicated to this Agreement, except to the extent expressly permitted under Force Majeure or Buyer-directed reductions. Unauthorized diversion of power or fuel constitutes a material breach.

9. Protection of Buyer’s Interests

The Seller shall act at all times in a commercially reasonable manner, consistent with the standards of a prudent operator, and shall not take actions that compromise the Buyer’s operational, financial, or regulatory interests. The Seller shall provide immediate written notice if it becomes aware of any condition that may jeopardize the performance of this Agreement.

10. Integration With Performance-Based Payment Structure

The Seller accepts that payment is based on actual delivered service results and acknowledges that failure to perform, delays, operational deficiencies, or non-compliance may result in payment adjustments, offsets, withholdings, or termination under Article XIV.

Exhibit B

Price Proposal and Rate Schedule

The price for LNG and any other alternative fuel is $0.224kWh.

Exhibit C

Payment and performance bond to be incorporated into the contract upon contract

Exhibit D

Seller Certifications and Required Declarations**
(List of Required Documents to Be Submitted by Seller)

The Seller shall provide the following certifications, affidavits, and sworn statements as a condition of contract execution and prior to any payment. Each certification must be signed by an authorized officer of the Seller and notarized where required.

1. Tax Liability Sworn Statement

Seller must submit a sworn statement declaring:

- Business address.
- No Puerto Rico income tax or SUT filing obligations for the last 5 years (or that all filings are current).
- No outstanding debts with the Puerto Rico Treasury Department.
- No outstanding unemployment insurance, workers' compensation, chauffeur Social Security, or ASUME obligations.
- That compliance with the Agreement will not make Seller engaged in trade or business in Puerto Rico.

2. Act 2-2018 Anti-Corruption Code Sworn Statement

Seller must certify under oath:

- Identity and authority of the signatory.
- Seller's legal formation and federal identification number.
- No officer, director, manager, or board member has been convicted or pled guilty to any crimes listed under Act 8-2017 or Act 2-2018.
- No commissions, bonuses, or payments were made or promised to public officials or government employees involved in the procurement.
- No prohibited influence or improper conduct occurred during procurement or negotiation.

3. CRIM Sworn Statement (Municipal Personal Property Tax)

Seller must certify:

- Employer identification number.
- Nature of the Seller's income.
- Seller owns no real or personal property in Puerto Rico and uses no such property for its operations.

- Therefore, Seller is not required to file municipal personal property tax returns (CRIM).
- Seller does not appear in CRIM's filing system for the last five years.

4. Seller Certification Requirement (FOMB Compliance Certificate)

Seller must submit the certification required by the Financial Oversight and Management Board (FOMB) affirming:

- Identification of all subcontractors, including principals and stakeholders ≥10%.
- Disclosure of any compensation-sharing, commissions, or fee arrangements with third parties.
- No undue intervention by any person in the procurement, negotiation, or execution of the Agreement.
- No payments, promises, or gifts to public officials to secure advantages.
- Seller and its principals have not required any third person to influence government officials unlawfully.
- Acknowledgment that any false or incomplete information renders the contract null and void and requires immediate reimbursement to the Commonwealth.
- Certification must be signed under penalty of perjury by the CEO or highest-ranking officer.

5. Additional Compliance Statements (If Applicable to Seller)

The Seller must also submit:

- Corporate Resolution or Officer Authorization showing authority to execute the Agreement.
- Good Standing Certificate from Seller's jurisdiction of incorporation.
- Certificates of Compliance or No-Debt Statements required under Puerto Rico law (e.g., Hacienda, Labor Department, ASUME), if applicable based on Seller's operations.
- Any required foreign corporation registration if the Seller must qualify to do business in Puerto Rico.