

**GOVERNMENT OF PUERTO RICO  
PUBLIC SERVICE REGULATORY BOARD  
PUERTO RICO ENERGY BUREAU**

**NEPR**

**Received:**

**Jul 25, 2023**

**11:56 AM**

**IN RE:**

REVIEW OF LUMA’S INITIAL BUDGET

**CASE NO.:** NEPR-MI-2021-0004

**SUBJECT:** Motion Submitting Information in Compliance with Resolutions and Orders dated June 25, 2023 and July 14, 2023

**MOTION SUBMITTING INFORMATION IN COMPLIANCE WITH RESOLUTIONS  
AND ORDERS DATED JUNE 25, 2023, AND JULY 14, 2023**

**TO THE HONORABLE PUERTO RICO ENERGY BUREAU:**

**COMES NOW GENERA PR LLC** (“Genera”), as agent of the Puerto Rico Electric Power Authority (“PREPA”),<sup>1</sup> through its counsels of record, and respectfully state and request the following:

**A. June 25<sup>th</sup> Order - Work Structures**

1. On May 16, 2023, LUMA<sup>2</sup> filed a document with the Energy Bureau of the Puerto Rico Service Regulatory Board (“Energy Bureau”) titled *Submission of Consolidated Annual Budgets for Fiscal Year 2024 and Proposed Annual T&D Projections Through Fiscal Year 2026* (“May 16 Motion”), in which LUMA submitted the proposed T&D Budgets developed by LUMA, the proposed GenCo Budgets revised by Genera on behalf of PREPA for the PREPA subsidiary GenCo LLC, and the proposed budget developed by PREPA for its holding company, HoldCo, and its subsidiaries PREPA HydroCo LLC and PREPA Property Co, LLC.<sup>3</sup>

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<sup>1</sup> Pursuant to the *Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement* (“LGA OMA”), dated January 24, 2023, executed by and among PREPA, the Puerto Rico Public-Private Partnerships Authority and Genera.

<sup>2</sup> LUMA Energy, LLC and LUMA Energy ServCo, LLC (jointly referred to as “LUMA”).

<sup>3</sup> The May 16 Motion included a document titled *Annual Budgets, Fiscal Years 2024 to 2026* (“Proposed Consolidated FY24 Budget”), which contained the aforementioned budget components and other expenditures.

2. After several procedural events, on June 25, 2023, the Energy Bureau Energy Bureau issued a Resolution and Order titled *Determination on the FY24 Annual Budgets for the Electric Utility System – LUMA, Genera, and PREPA* ("June 25<sup>th</sup> Order"), through which it modified the Proposed Consolidated Fiscal Year 2024 Budget submitted by LUMA and approved the modified budgets subject to compliance with various orders included in the June 25<sup>th</sup> Order.

3. In the June 25<sup>th</sup> Order, the Energy Bureau included a series of determinations and orders related to the labor operating expenses proposed by Genera.<sup>4</sup> Pertinent to this motion, the Energy Bureau ordered Genera to submit, within thirty (30) calendar days of the issuance date of June 25<sup>th</sup> Order: (i) the work structure (shift composition) and philosophy related to the operations of the boilers, turbines, and generators at each power plant operated by Genera; and (ii) the work structure and philosophy related to maintenance work that include plans to outsource the general mechanic shops at the Costa Sur and San Juan Power Plant.<sup>5</sup>

4. In compliance with the June 25<sup>th</sup> Order, Genera herein submits the information requested regarding the (i) the work structure (shift composition) and philosophy related to the operations of the boilers, turbines, and generators at each power plant it operates, and (ii) the work structure and philosophy related to maintenance work, which includes plans to outsource the general mechanic shops at the Costa Sur and San Juan Power Plants in response #11 of *Exhibit A* and *Annex A*.

#### **B. July 14<sup>th</sup> Order – Genera’s Responses to ROI**

5. On June 30, 2023, LUMA submitted a document titled, *Submission of Motions for Reconsideration by PREPA and Genera and Notice of Intent to Request Reconsideration of*

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<sup>4</sup> See June 25<sup>th</sup> Order, pp. 17 - 18.

<sup>5</sup> *Id.*, p. 18.

*Resolution and Order of June 25, 2023* (“June 30<sup>th</sup> Motion”). Included with the June 30<sup>th</sup> Motion, LUMA submitted, on behalf of Genera, a document titled *Urgent Motion in Compliance with Resolution and Order of June 25, 2023 and for Partial Reconsideration* (“Genera’s Request for Reconsideration”).

6. In Genera’s Request for Reconsideration, Genera urged the Energy Bureau to reconsider its decision to significantly reduce Genera’s FY2024 labor budget. Genera asserted that this reduction could compromise its ability to fulfill its contractual obligations, notably those related to the power plants' efficient and reliable operation. Genera argued that its labor budget, which includes former PREPA employees and administrative and support roles not previously accounted for in GenCo budgets, is crucial for its operations. Genera further emphasized the importance of maintaining its workforce and adequately funding critical operations, warning that a fund allocation imbalance could strain the workforce and potentially disrupt the reliability of power plant operations. Genera clarified that it is seeking a reallocation of already allocated funds from optional projects to essential labor expenses, not an increase in GenCo's budget allocation or base rate.

7. Notwithstanding, on July 14, 2023, the Energy Bureau issued a Resolution and Order titled *Requirement of Information (“ROI”) to Genera – Review of LUMA’s Proposed Consolidated FY 2024 Budgets* (“July 14<sup>th</sup> Order”), whereby it determined that based on the new information provided in Genera’s Request for Reconsideration, supporting material is required for its review. The Energy Bureau found that the new information provided lacked the support needed to allow the Energy Bureau to fully assess Genera’s Request for Reconsideration.

8. In the July 14<sup>th</sup> Order, the Energy Bureau ordered Generea to respond, on or before July 25, 2023, at 12:00 PM, to the Requirements of Information (“ROI”) set forth in Attachment A to the July 14<sup>th</sup> Order.

9. In compliance with the July 14<sup>th</sup> Order, and to clarify Genera’s petitions in its Request for Reconsideration, Genera hereby submits its responses to the ROI from the July 14<sup>th</sup> Order. *See Exhibit A and Annex A* (GPR – PREB ROI – 07-14 #1), *Annex B* (Submission Narrative - GPR – PREB ROI – 07-14 #2, 3.xlsx), *Annex C* (GPR – PREB ROI – 07-14 #8(b)), *Annex D* (Submission Narrative - GPR – PREB ROI – 07-14 #10(a).xlsx), and *Annex F* (GPR - PREB ROI - 07-14 #10(b)).

10. Additionally, pertaining to ROI #10(b) and #10(e)(i) of the July 14<sup>th</sup> Order, Genera respectfully requests additional time to provide this information. As noted in *Exhibit A - GPR – PREB ROI – 07-14 #10*, Genera is diligently working to provide the FY2024 budget levels that are adequate to complete the Planned Maintenance and Critical Component Replacement Program established in the Generation Fleet Outage Schedule. Genera fully understands the significance of providing PREB with precise and up-to-date data. Consequently, Genera expects to present this data within a week. This timeframe will enable Genera to thoroughly review and integrate any necessary changes to fulfill this request.

**WHEREFORE**, Genera respectfully requests that this Honorable Energy Bureau **take notice** of the above for all purposes; **deem** that (i) Genera complied with that portion of the June 25<sup>th</sup> Order that require information on the work structure related to the operations of the boilers, turbines, generators at each power plant it operates, and maintenance work and (ii) Genera complied with the July 14<sup>th</sup> Order as it pertains to the ROI which response Genera includes herein as *Exhibit A* and its annexes; and **grant Genera** an extension of time, until, August 2, 2023, to



provide the information requested in ROI #10(b) and #10(e)(i) of the July 14<sup>th</sup> Order and comply with the July 14<sup>th</sup> Order.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 25<sup>th</sup> day of July 2023.

**ECIJA SBGB**  
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/s/ Alejandro López-Rodríguez  
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TSPR 22,996

## CERTIFICATE OF SERVICE

We hereby certify that a true and accurate copy of this motion was filed with the Office of the Clerk of the Energy Bureau using its Electronic Filing System and that we will send an electronic copy of this motion to Joannely Marrero-Cruz, at [jmarrero@diazvaz.law](mailto:jmarrero@diazvaz.law); Maralíz Vázquez-Marrero, at [mvazquez@diazvaz.law](mailto:mvazquez@diazvaz.law); Margarita Mercado Echegaray, at [margarita.mercado@us.dlapiper.com](mailto:margarita.mercado@us.dlapiper.com); and Ana Margarita Rodríguez Rivera, at [ana.rodriguezrivera@us.dlapiper.com](mailto:ana.rodriguezrivera@us.dlapiper.com).

In San Juan, Puerto Rico, this 25<sup>th</sup> day of July 2023.

/s/ Alejandro López-Rodríguez  
Alejandro López-Rodríguez

*Exhibit A*

GPR - PREB ROI - 07.14.2023

## Response to ROI in compliance with June 25 and July 14, 2023 Orders

### 1. Detailed Description of Shifts by Plant

Before Genera assumed the operation and maintenance responsibilities of the thermal generation facilities, the Operation Department consisted of two main sections: Operation Shifts and the Process and Environmental Laboratory. The Operation Shifts section operates and oversees boilers, turbines, generators, switch yards, and plant auxiliary equipment, and its personnel works in a structure of eight (8) hours shifts to cover a 24/7 general operation. Depending on the thermoelectric plant, more operation employees will be needed according to available operational units. However, some units can be temporarily unavailable due to maintenance activities, and others have been removed from service. The generation plants have a boiler and turbine control room for every two units and an electrical control room for each plant. A typical two-unit plant requires at least one Shift Engineer, one Supervisor Engineer, Boiler and Turbine Operator, a Switchboard Operator, Auxiliary Equipment Operator, and Fuel Transfer Equipment Operator. The Fuel Transfer Equipment Operator is prescribed by the Facility Response Plan (FRP), approved by the United States Coast Guard, and designated as a Person in Charge (PIC) during fuel transfer operations. If the plant has more units, for each pair of additional units, at least one Auxiliary Equipment Operator would be needed. A performance engineer, air compliance engineer, and a fuel supervisor also support the operations of the thermal generation facilities.

Each plant must be evaluated as described to determine the adequate level of operating personnel required to ensure a safe and reliable power supply over a spectrum of system conditions and probable contingencies.

- (a) Comprehensively describe the composition of a work shift and the distribution of operating personnel by shift in all the generating plants operated and maintained by Genera. This should include any changes to the shift structure, the total number of employees considered necessary for reliable operation, and how variations in staffing

- configuration for each plant based on their age, technology, unit configuration, and other factors have been accounted for.
- (b) Explain how Genera accounts for periods of lower or higher operational activity in their labor budget and whether it has a mechanism for flexible staffing to accommodate for these periods.

**GPR – PREB ROI – 07-14 #1**

- (a) See GPR - PREB ROI - 07-14 #1.

Each plant has a particular design to match needs.

San Juan plant has three control rooms and one electrical control room. Each shift comprises four field operators, four control room operators and an operations supervisor. For maintenance, a shift supervisor and technical employees cover mechanical, electrical and instrumentation needs.

The Palo Seco plant has one control room and one electrical control. Each shift comprises four field operators, two control room operators and an operations supervisor. For maintenance, a shift supervisor and technical employees cover mechanical, electrical and instrumentation needs.

The Costa Sur plant has one control room and one electrical control room. Each shift comprises four field operators, two control room operators and an operations supervisor. For maintenance, a shift supervisor and technical employees cover mechanical, electrical and instrumentation needs.

The Aguirre steam plant has one control room and one electrical control room. Each shift includes three field operators: one specialized in sargassum management, another as fuel operator and the general field operator. For the control room, two control room operators, one junior control room operator in three of the four shifts and an operations supervisor. For maintenance, it has a shift supervisor and technical employees to cover mechanical, electrical and instrumentation needs. For Mayaguez and Cambalache, there is one control room operator and one field operator per shift. For

maintenance, a shift supervisor and technical employees cover mechanical, electrical and instrumentation needs.

- (b) Every plant, including peakers, has adopted a 12-hour shift to ensure continuous operations. During periods of lower demand, employees are reallocated to maintenance and administrative tasks, such as preventive maintenance, thermal performance reports, efficiency analysis, and corrective maintenance.

## **2. Detailed Salary Breakdown**

- (a) Provide a detailed salary breakdown including the position title and functions of all Genera employees divided by categories (e.g., Operations; Maintenance; Environmental, Health, and Safety; Clerical) including fringe benefits and projected overtime costs. Genera should also provide information on whether it has consolidated positions based on similar responsibilities (e.g., Environmental – NPDES, and SPCC compliance officials) and provide a detailed breakdown of administrative labor costs including staffing levels, responsibilities, salaries, and any associated overheads.
- (b) Provide the criteria for classifying employee positions as mandatory.
- (c) Provide the number of PREPA employees Genera must hire based on any O&M's contractual obligations.

### **GPR – PREB ROI – 07-14 #2**

- (a) See GPR – PREB ROI – 07-14 #2, 3 >>> Tab “Total Roster”.
- (b) “Mandatory” employee positions were identified in accordance with Section 4.2 (g) of the Operation and Maintenance Agreement (“OMA”) dated as of January 24, 2023, by and among the Puerto Rico Electric Power Authority, the Puerto Rico Public-Private Partnerships Authority and Genera PR LLC, as plant Owner Employees who were employed and in good standing as of June 30, 2022.
- (c) Genera’s contractual obligation, in accordance with Section 4.2 (g) OMA, was to “offer employment to full-time plant Owner Employees.” As of June 30, 2022, Genera was required to present employment offers to 802 plant Owner Employees. Under the provisions of the OMA, Genera is not required to hire any PREPA employees.

**3. Comparison of Salaries at PREPA and Genera**

- (a) Provide a table with a breakdown of employees hired from PREPA that shows their previous and new base salary, fringe benefits, and total salary (base salary and fringe benefits).

**GPR – PREB ROI – 07-14 #3**

See GPR – PREB ROI – 07-14 #2, 3 >>> Tab “Mandatory Offers – accepted.”



#### 4. Opportunities for Outsourcing

- (a) Provide a data table comparing the productivity of work orders performed versus the labor expenses per each power plant's mechanic workshop and a data table projecting the outsourcing costs per each power plant's mechanic workshop. Genera must also provide information on any plans in place for improving efficiency and reducing labor costs while maintaining operational reliability and safety.

#### GPR – PREB ROI – 07-14 #4

- (a) Genera is currently and will continue to assess opportunities to make changes and implement efficiencies throughout FY2024. Genera is actively reviewing the potential outsourcing of services to support the Genera labor force as part of this evaluation. The specific professional services contracts and budgeted amounts are yet to be determined as Genera finalizes the assessment and selection process.

## **5. Organizational Structure**

- (a) Describe the organizational structure established to manage thermal generation facilities more efficiently.

### **GPR – PREB ROI – 07-14 #5**

The organizational structure established to manage thermal generation facilities more efficiently at Genera is designed around implementing 12-hour shifts as best-in-class operational practices. This strategic move is expected to yield significant savings compared to historical norms. The main components of these practices are centered on developing the skills of operations and maintenance employees to be proficient in multiple areas.

By equipping maintenance technicians with a diverse skill set, they become more than just specialists in one field (e.g., electricians, mechanics, welders, instrument mechanics). Instead, they are trained to perform work across the entire spectrum of power plant needs. This approach enhances flexibility and efficiency as maintenance work can be completed with fewer staff members, streamlining operations.

The primary focus of operations and maintenance employees will be on preventive and predictive activities, which are crucial for maintaining equipment reliability and optimizing plant performance. However, they will also be capable of handling corrective maintenance tasks, particularly for emergent and commonly occurring issues.

Genera is developing a network of external partners to further bolster the effectiveness of specialized and heavier maintenance tasks. These partners will possess the expertise and workforce capacity to readily address specialized maintenance needs, allowing for greater agility in responding to various requirements. While the labor savings achieved through these practices are noteworthy, it's essential to acknowledge that there will be some added contract maintenance costs associated with engaging external partners.

Overall, the organizational structure aims to maximize efficiency by utilizing skilled and versatile in-house staff for routine and preventive tasks and leveraging external partners for more specialized maintenance needs. This approach is expected to optimize resource allocation, improve plant performance, and generate long-term cost savings for Genera.

## 6. Organizational Strategy

- (a) Describe the operational strategy used to establish the thermal generation facilities maintenance program.

### GPR – PREB ROI – 07-14 #6

The operational strategy is based on the following basic principles:

1. Develop an ordinary maintenance plan according to operational reserve requirements established by LUMA's System Operating Procedures.
2. Identify and develop a replacement plan for critical components to improve the reliability and capacity of the fleet.
3. Enable the response frequency regulation functionality in units Palo Seco 3, 4 and San Juan 7 and 9.
4. Develop an outage schedule for regular maintenance and critical replacement initiative based on different temporary generation scenarios provided by FEMA.
5. Optimize the use of federal funds for projects.
6. Develop a short-term repair plan to increase the available generation capacity.
7. Develop standard operating procedures to train operational employees.
8. Develop protocols for Annual Performance Tests.
9. Identify required spare parts.
10. Implement reliability programs.
11. Implement maintenance programs for transformers, protection relays, battery banks, breakers, and other electrical equipment.

## 7. Operational Efficiencies

- (a) Explain how Genera has increased operational efficiencies by establishing a centralized Communications Resource to coordinate with the LUMA Energy Control Center (ECC) instead of having the LUMA ECC directly interacting with each plant maintained and operated by Genera. How does this approach reduce labor costs?
- (b) Explain how Genera has increased operational efficiencies by establishing a centralized Maintenance Follow-Up Resource. How does this approach reduce labor costs?

### GPR – PREB ROI – 07-14 #7

- (a) Genera has centralized the coordination between the ECC, now the Transmission Operation Center, and the power plants to establish effective communication that allows orderly coordination of scheduled maintenance, unscheduled maintenance, emergency works, and reserve fleet coordination, among others. This allows the best use of resource time and makes it possible for plant personnel to dedicate more time to execution and less time to administrative tasks.
- (b) The principle of this strategy is to carry out the operation with Genera employees while maintenance work is planned and carried out by contracting mainly local companies. The results of this strategy will be seen after the execution of the maintenance plan and the response to unscheduled events.

**8. Expenses Associated with Contracting Labor**

- (a) Provide a table describing which outsourcing services (professional services contracts and budgeted amounts) support the Genera labor force.
- (b) What executive or management positions are filled by outsourcing or subcontracting? Provide the contract and contract amounts for those positions under those contractual arrangements.

**GPR – PREB ROI – 07-14 #8**

- (a) Genera is currently and will continue to assess opportunities to make changes and implement efficiencies throughout FY2024. Genera is actively reviewing potential outsourcing services to support the Genera labor force as part of this evaluation. The specific professional services contracts and budgeted amounts are yet to be determined as Genera finalizes the assessment and selection process.
- (b) See GPR – PREB ROI – 07-14 #8(b)
  - VP Power Generation – Daniel Hernández
  - Director of Power Generation – Pedro Morales
  - Director of Power Generation – John Prado
  - VP Finance – Ron Lewis
  - Head of Security – Carlos Cases

## 9. Reconciliation of Submitted Roster

In its ROI response 20230615-GPR-PREB-Bench-ROI-06-09-3.xlsx, "Roster" worksheet, Genera included a roster of 952 employees. At the June 9 Technical Conference, Genera said it had 502 employees, and in its reconsideration request, Genera said it had 634 accepted employee contracts on June 28, 2023, just before service commencement.

- (a) Reconcile its employment roster submitted to the Energy Bureau, and its current and expected number of employees during FY2024. This reconciliation shall include an explanation for any discrepancies and changes.

### GPR – PREB ROI – 07-14 #9

The roster of 952 employees was prepared by PREPA, not by Genera. PREPA provided this roster as its estimate of GenCo labor expenses for FY2024. As communicated previously, Genera prepared a separate analysis to support Genera's labor budget of \$78.5mm by comparing it to the FY2023 annualized actuals, as reported in the December budget to actual analysis. The analysis includes:

- A comparison of labor costs from PREPA's 2023 roster to Genera mandatory employees (headcount of 802). Salaries and wages increased for all departments, and our compensation structure is different. Genera will implement a 40-hour work week (total of 2,080 hours per annum) compared to PREPA's 37.5-hour work week, offset mainly by a reduction in overtime that Genera expects to achieve when operating this way.
- Other employees were compared to the Genera team organization design based on assessments made during the Mobilization Period. Genera believes year-one labor costs will be consistent with the year-over-year actual results. Labor cost reduction in subsequent years will result from process, and system changes to ensure long-term stability and improved efficiencies.

## 10. Assessment of NME Expenditures

In its June 25 Resolution, the Energy Bureau allocated additional funds beyond the amounts requested by Genera to be used on generation NME projects. In its reconsideration request, Genera describes such additional NME projects as “important” but “optional”.

- (a) Provide a listing of NME projects it believes should be foregone if its reconsideration request is granted, and an explanation of why those projects are “optional” and will not adversely affect availability of affected legacy generating units if they are not completed during FY2024.

The Energy Bureau is concerned with ensuring that Genera PR has adequate levels of funding to perform generation maintenance/repairs that maximize the flexibility afforded by the temporary emergency generation under the federal generation stabilization mission to significantly reduce the number of forced outages by the end of 2024. In its motion for reconsideration of June 30, 2023, Genera PR states that some of the NME activities approved by the Energy Bureau can be considered “optional”. However, Genera on July 5, 2023, filed with the Energy Bureau a Motion to Submit Revised Maintenance Schedule in Compliance with Resolution and Order Dated June 25, 2023, that included the Generation Fleet Outage Schedule for Planned Maintenance and Critical Component Replacement Program through the end of calendar year 2024 that is expected to significantly reduce the number of forced outages. This Generation Fleet Outage Schedule contemplates the use of the Energy Bureau approved \$134.075 million for NME activities.

- (b) What FY 2024 budget levels are required to complete the Planned Maintenance and Critical Component Replacement Program established in the Generation Fleet Outage Schedule?
  - i. What will be the expected forced outage % at the end of calendar year 2024? How does that compare to the current forced outage %?
- (c) Explain which repair/replacement/maintenance activities in the proposed schedule could be considered “optional”.
- (d) Provide the rationale used to establish that an identified planned activity is optional and specify the costs associated with any optional activity.



- (e) In coordination with LUMA, resubmit the Generation Fleet Outage Schedule and just consider Scenario I (ultimate capacity of 350MW) and II (ultimate capacity of 700MW) available from the temporary emergency generators.
  - i. What FY 2024 budget levels are required to complete the Planned Maintenance and Critical Component Replacement Program established in this revised Generation Fleet Outage Schedule?
  - ii. What will be the expected forced outage % at the end of calendar year 2024? How does that compare to the current forced outage %?
  - iii. Explain which repair/replacement/maintenance activities in the proposed revised schedule could be considered optional.
  - iv. Provide the rationale used to establish that an identified planned activity is optional and specify the costs associated with any optional activity.

**GPR – PREB ROI – 07-14 #10**

- (a) Genera understands that there are no NME projects that may be classified as “optional” or that may be foregone. All NME projects identified must be undertaken. However, the urgency under which different projects must be undertaken sets forth their priority within a limited budget. See GPR – PREB ROI – 07-14 #10(a) tab <<Genera Additional NME>>, which enumerates the current NME project list by priority.
- (b) Genera is diligently working to provide the FY2024 budget levels that are adequate to complete the Planned Maintenance and Critical Component Replacement Program established in the Generation Fleet Outage Schedule. Genera fully understands the significance of providing PREB with precise and up-to-date data. Consequently, Genera expects to present this data within a week. This timeframe will enable Genera to thoroughly review and integrate any necessary changes to fulfill this request.
  - i. See GPR – PREB ROI – 07-14 #10(b).
- (c) See response to GPR – PREB ROI – 07-14 #10(a) above.

(d) See response to GPR – PREB ROI – 07-14 #10(a) above.

(e)

- i. See response to GPR – PREB ROI – 07-14 #10(b) above.
- ii. See response to GPR – PREB ROI – 07-14 #10(b)(i) above.
- iii. See response to GPR – PREB ROI – 07-14 #10(c) above.
- iv. See response to GPR – PREB ROI – 07-14 #10(d) above.

11. The Energy Bureau ORDERS Genera to submit, within thirty (30) calendar days of the issuance date of this Resolution and Order,
  - i. the work structure (shift composition) and philosophy related to the operations of the boilers, turbines, and generators at each power plant operated by Genera; and
  - ii. work structure and philosophy related to maintenance work that include plans to outsource the general mechanic shops at the Costa Sur and San Juan Power Plant.

**GPR – PREB ROI – 06-25**

- i. See GPR – PREB ROI – 07-14 #1.
- ii. Genera is currently and will continue to assess opportunities to make changes and implement efficiencies from its commencement throughout FY2024. Genera is actively reviewing potential outsourcing services to support the Genera labor force as part of this evaluation. The specific professional services contracts and budgeted amounts are yet to be determined as Genera finalizes the assessment and selection process.

*Annex A*

GPR – PREB ROI – 07-14 #1



Operations Supervisor/ Control Room Op. / Field Op. - 12 hrs Shift

2023

Field Operator

JUN

JULY		30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.		D	N	X	X	X	X	D	X	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.		D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N

AUGUST

SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	X	D	D

SEPTEMBER

SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D

OCTOBER

SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	D	D	N	N	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D

NOVEMBER

SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	X	X	X	X	D	D	N

DECEMBER

SHIFT A	Field Op./ Field Op./ Field Op./ Field Op.	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY
SHIFT B	Field Op./ Field Op./ Field Op./ Field Op.	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D
SHIFT C	Field Op./ Field Op./ Field Op./ Field Op./ Field Op.	X	D	D	N	N	N	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	X	D	D	N	N	X	X
SHIFT D	Field Op./ Field Op./ Field Op./ Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	X	D	D	N

[illegible]





**Operations Supervisor/ Control Room Operator/ Field Operator/ Turnos de 12 hrs**

2023

JUN

JULY		30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		FRIDAY	FRIDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY
SHIFT A	Op. Supervisor /Control Room Op./Field Op.	D	D	N	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
SHIFT B	Op. Supervisor /Control Room Op./Field Op.	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT C	Op. Supervisor /Control Room Op./Field Op.	X	X	X	X	D	D	N	N	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT D	Op. Supervisor /Control Room Op./Field Op.	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A

AUGUST		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU
SHIFT A	Op. Supervisor /Control Room Op./Field Op.	D	D	N	N	X	X	X	X	D	D	N	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X
SHIFT B	Op. Supervisor /Control Room Op./Field Op.	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	X	D	D	N	N	X
SHIFT C	Op. Supervisor /Control Room Op./Field Op.	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N
SHIFT D	Op. Supervisor /Control Room Op./Field Op.	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A

SEPTEMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	
SHIFT A	Op. Supervisor /Control Room Op./Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	
SHIFT B	Op. Supervisor /Control Room Op./Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	
SHIFT C	Op. Supervisor /Control Room Op./Field Op.	N	X	X	X	X	D	D	N	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	
SHIFT D	Op. Supervisor /Control Room Op./Field Op.	D-A	N-B	N-C	X	X	X	D	D	D-A	D-B	N-B	N-C	X	X	X	D-A	D-A	N-B	N-C	X	X	X	D	D	D-A	D-B	N-B	N-C	X	X	X

OCTOBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY
SHIFT A	Op. Supervisor /Control Room Op./Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N
SHIFT B	Op. Supervisor /Control Room Op./Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
SHIFT C	Op. Supervisor /Control Room Op./Field Op.	D	N	N	N	X	X	X	X	D	N	N	N	X	X	X	D	D	N	N	N	N	X	X	X	D	D	N	N	X	X	X
SHIFT D	Op. Supervisor /Control Room Op./Field Op.	X	X	D-A	D-B	N-B	N-C	X	X	X	D-A	D-A	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A	N-B	N-C	X	X

NOVEMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
		WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU
SHIFT A	Op. Supervisor /Control Room Op./Field Op.	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
SHIFT B	Op. Supervisor /Control Room Op./Field Op.	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
SHIFT C	Op. Supervisor /Control Room Op./Field Op.	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT D	Op. Supervisor /Control Room Op./Field Op.	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A	N-B	N-C	X	X	X	X	D-A	D-B	N-B	N-C	X	X	X	X	D-A	D-A	N-B	N-C

DECEMBER		1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY

Operations Supervisor/ Control Room Op./ Field Op. - 12 hrs Shift

2023

OPERADORES DE CAMPO

JUN

JULY		30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	N	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	
SHIFT B	Field Op. / Field Op. / Field Op.		D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	N	N	X	X	X	
SHIFT C	Field Op. / Field Op. / Field Op.		X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.		X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N

AUGUST

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	X
SHIFT B	Field Op. / Field Op. / Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	X	D	D	N	N	X	X
SHIFT C	Field Op. / Field Op. / Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D

SEPTEMBER

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	X	D	D	N	N	X	X
SHIFT B	Field Op. / Field Op. / Field Op.	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	N
SHIFT C	Field Op. / Field Op. / Field Op.	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X

OCTOBER

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT B	Field Op. / Field Op. / Field Op.	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N
SHIFT C	Field Op. / Field Op. / Field Op.	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X

NOVEMBER

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N
SHIFT B	Field Op. / Field Op. / Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	N
SHIFT C	Field Op. / Field Op. / Field Op.	D	N	N	N	X	X	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X

DECEMBER

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WED	THU	FRIDAY	SATURDAY	SUNDAY
SHIFT A	Field Op. / Field Op. / Field Op. / Field Op.	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
SHIFT B	Field Op. / Field Op. / Field Op.	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
SHIFT C	Field Op. / Field Op. / Field Op.	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
SHIFT D	Field Op. / Field Op. / Field Op. / Field Op.	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N

## Peaker Cambalache

7:00AM-7:00PM / 7:00PM-7:00AM

	Sábado	Domingo	Lunes	Martes	Miercoles	Jueves	Viernes	Sábado
Control Room Op. Sr + Field Op. + Field Op.	X	X	7am-7pm	7am-7pm	7pm-7am	7pm-7am	X	X
Control Room Op. Sr + Control Room Op. Jr.	7am-7pm	7am-7pm	7pm-7am	7pm-7am	X	X	X	X
Control Room Op. Sr + Field Op.+ Field Op.	X	X	X	X	7am-7pm	7am-7pm	7pm-7am	7pm-7am
Control Room Op. Sr + Control Room Op. Jr.	7pm-7am	7pm-7am	X	X	X	X	7am-7pm	7am-7pm

*Annex B*

*GPR – PREB ROI – 07-14 #2, 3*

(Native file submitted via email)

Annex C

GPR – PREB ROI – 07-14 #8(b)

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “Agreement”) is made as of May 01, 2023 (the “Agreement Date”), by and between PR GRID CONSULTING, LLC (the “Consultant”) and GENERA PR LLC (“GENERA”).

### RECITALS

**WHEREAS**, GENERA desires that Consultant provide GENERA with the services described on Exhibit A hereto (the “Services”); and

**WHEREAS**, Consultant, in consideration of the payment by GENERA of the Consultant Fee (as defined below), is willing to provide such Services.

**NOW, THEREFORE**, Consultant and GENERA agree that the following terms and conditions will govern the provision by Consultant to GENERA of the Services described in this Agreement.

### AGREEMENT

#### 1. Term; Termination.

1.1 This Agreement shall commence on May 8, 2023 (the “Effective Date”) and shall terminate on the earlier of: (a) May 8, 2024; and (b) an earlier date on which this Agreement is terminated in accordance with Section 1.2 or 1.3 (the period from and after the Effective Date through the earlier of (a) or (b), the “Term”). After its expiration, the Term may only be extended by mutual agreement of the parties.

1.2 At any time during the Term, GENERA may terminate this Agreement in its discretion upon ten (10) days’ notice to Consultant. If notice of termination is given (other than for default as provided under 1.3 or 1.4 below), GENERA shall be required to pay to Consultant an amount equal to: (a) the Consultant Fee (as defined in 3.1 below) in respect of previously completed months for which Consultant has not yet been paid; and (b) the Consultant Fee for the month of termination multiplied by a fraction, the numerator of which is the number of days in the month of termination that shall have elapsed through the termination date and the denominator of which is the number of days in the month of termination.

1.3 Either party may terminate this Agreement in the event that the other party has materially defaulted in the performance of its obligations hereunder and such default is not cured within three (3) days of the defaulting party’s receipt of written notice of such default.

1.4 Notwithstanding anything to the contrary in this Agreement, GENERA may terminate this Agreement without prior notice if Consultant breaches Section 7 of this Agreement.

#### 2. Services; Exclusivity; Authorized Agents; Location.

2.1 Consultant agrees that it will not provide the Services to any other person or entity during the Term and that Consultant will be bound by Genera conflict of interest and other company policies.

## Consulting Agreement

### Page 2

2.2 Authorized Agents. The Company and Consultant acknowledge and agree that Daniel Hernandez (the "Authorized Agent") is the only agent authorized to perform the Services hereunder.

2.3 Consultant will primarily perform the Services from GENERA's offices in San, Juan, Puerto Rico.

2.4 Neither party shall be liable for delays or any failure to perform under the Agreement due to causes or any event which is reasonably unforeseen or insurmountable or outside the control of the Party which seeks to rely on such event and which renders such Party unable, wholly or in part, to comply with any one or more of its obligations herein or under the Agreement. Such events include, but shall not be limited to, the outbreak of war, hostilities, blockade, revolution, insurrections, civil commotion, riots, general, national or nationwide strikes or other labor disturbances that directly affect the Works, sabotage, lockouts, epidemics, pandemics, import or export embargoes, acts of a governmental entity or authority, Acts of God (including but not limited to earthquakes, tidal waves, or typhoons, hurricanes, windstorms, lightning or other abnormal weather conditions which prevent performance of obligations for at least three (3) consecutive Business Days), fire, explosions, or any other event or circumstance which the Parties are not reasonably able to prevent or foresee. For the avoidance of doubt, an event of force majeure shall in no event include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; labor disruptions or strikes that are specific to the Consultant or do not directly affect the Work.

### 3. Consultant Fee; Expenses; Consultant Acknowledgement.

3.1 Consultant Fee. GENERA agrees to pay Consultant a fee at the annual rate of USD \$500,000, equal to a monthly rate of USD \$41,666.67 ("Consultant Fee"). The Consultant Fee will be payable once per month, in arrears, by check or wire, and Consultant shall send GENERA an invoice each month for Services rendered in respect of the Consultant Fee for such month. Consultant shall also be eligible for an annual bonus in the sole discretion of Genera based on metrics and performance milestones to be agreed in writing. In addition, Consultant shall be paid a one-time amount of \$40,000 on July 31, 2023.

3.2 Expenses. GENERA shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred by it, which are directly related to the provision of the Services; provided, however, that all such expenses shall be evidenced by written receipts and submitted to GENERA in writing and comply with GENERA policy. GENERA shall also provide Consultant use of a company car pursuant the terms and conditions of a separate agreement to be entered into following Consultant's start date with GENERA.

3.3 Consultant Acknowledgements. Consultant acknowledges and agrees that Consultant shall not be entitled to any equity interest, profits interest or other interest in GENERA or any of its affiliates, including any fund, account or business managed by any of them, except as expressly set forth in a writing signed by GENERA. Notwithstanding anything to the contrary, Consultant acknowledges and agrees that the Consultant Fee shall constitute full and complete compensation for any Services rendered hereunder.

### 4. Confidentiality; Intellectual Property.

4.1 Consultant agrees not to disclose any Confidential Information (as hereinafter defined) to any third party. "Confidential Information" means (in addition to any definition given to that term in a confidentiality undertaking between GENERA or any affiliate thereof and Consultant and/or any of its permitted agents, including, the Authorized Agent (collectively, the "Consultant Parties")) any

## Consulting Agreement

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information obtained by Consultant Parties from, or disclosed to Consultant Parties by, GENERA or its affiliates pursuant to this Agreement relating to the business and investment activities of GENERA and/or its various affiliates and subsidiaries. The term Confidential Information shall also include the fact that the Confidential Information has been made available to Consultant Parties or that Consultant Parties has inspected any portion of the Confidential Information, the fact that discussions with respect to any Services are taking place or other facts with respect to these discussions, including the status thereof, the terms and conditions of this Agreement, and corporate information of GENERA and/or its affiliates (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, products, market data and methods financial reports or other information (including, but not limited to, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports, accounts payable reports, and asset holdings)). Notwithstanding the foregoing, Confidential Information does not include information which Consultant can prove by documentary evidence (i) is or has become generally available to the public other than by unauthorized disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source that to the Consultant's knowledge, after due inquiry, is entitled to disclose the same or (iii) is required by law or court order to be disclosed. As a condition of retention, Consultant and any of its permitted agents (including, without limitation, the Authorized Agent) likewise will be required to sign a confidentiality and proprietary rights agreement, in a form acceptable to GENERA, and such agreement shall remain in full force and effect after it is executed and following termination of the Term for any reason.

4.2 Nothing in this Agreement shall be construed to (i) prohibit Consultant Parties from lawfully making reports to or communicating with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation, (ii) require notification or prior approval by GENERA of any reporting described in clause (i) hereof, or (iii) limit Consultant Parties' right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information, provided that such disclosure is (i) (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information to Consultant Parties' attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that Consultant Parties (i) file any document containing the trade secret or other Confidential Information under seal and (ii) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

4.3 Consultant agrees that this engagement is a "work-for-hire" and GENERA is the exclusive owner of any business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing, business processes associated with GENERA's systems or other work products, deliverables and other intellectual property developed by Consultant Parties during the Term of this Agreement that are in the scope of, or otherwise related to the business of GENERA or its affiliates. Whenever requested to do so by GENERA, Consultant shall execute any and all applications, assignments, or other instruments that GENERA deems necessary to apply for and obtain patents or copyrights or otherwise protect GENERA's interest therein. Such obligations shall continue beyond the termination of this Agreement with respect to business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing or other work products developed, conceived or made by Consultant Parties during the Term of this Agreement. Further, Consultant agrees that such obligation will be binding



## Consulting Agreement

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on Consultant's permitted-assigns, executors, administrators and other legal representatives (including, for the avoidance of doubt, the Consultant Parties).

5. Covenants; Insurance; Indemnity.

5.1 The Consultant Parties shall not, directly or indirectly, without prior written consent of GENERA, during the Term hereunder, provide consultative services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly competes with GENERA or any of its affiliates.

5.2 The Consultant Parties agree that it shall not, directly or indirectly, without the prior written consent of GENERA, during the Term and for one (1) year thereafter, solicit, encourage, entice, or induce to leave the employment of GENERA or its affiliates, any employee thereof (or knowingly assist any other person in so soliciting, encouraging, enticing or inducing), or hire any person who has left the employment of GENERA or its affiliates during the immediately preceding one (1) year period without the prior written consent of GENERA.

5.3 Consultant shall indemnify and hold harmless GENERA and its partners, shareholders, officers, directors, employees, subsidiaries, affiliates, agents, representatives, attorneys, successors and assigns, and each of them (each a "GENERA Indemnitee" and collectively, the "GENERA Indemnitees") from and against any and all losses, expenses, claims, threatened claims, costs (including, but not limited to, reasonable attorneys' fees), damages, and liabilities (including, but not limited to, payroll taxes, penalties, or interest) ("Claims") arising out of (i) any breach of this Agreement by Consultant Parties (including but not limited to any breach of the representations and warranties set forth in this Agreement); (ii) the Consultant Parties' negligence or intentional misconduct; (iii) any action and/or inaction of Consultant Parties; or (iv) any assertion that any of the Consultant Parties is not an independent contractor with respect to GENERA. Without limiting the foregoing, Consultant acknowledges that each GENERA Indemnitee shall have no liability whatsoever with respect to any action or inaction of Consultant Parties. Consultant's obligations under this Section 5.4 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a GENERA Indemnitee in connection with the defense against and settlement of any Claim.

6. Status; Taxes.

6.1 During the Term, none of the Consultant Parties shall be an employee of GENERA. Further, the Consultant Parties shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment (including, for the avoidance of doubt, any right to indemnification, severance or termination payments or benefits or any equity or equity-based compensation from GENERA) available to employees of GENERA or its affiliates. The Consultant Parties shall have no authority to act as an agent of GENERA and shall not represent the contrary to any person except as agreed in writing with GENERA. The Consultant Parties shall only consult, render advice, and perform such tasks as the Consultant Parties determine are necessary to achieve the results specified by GENERA. The Consultant Parties shall not direct the work of any employee of GENERA or its affiliates, make any management decisions, or undertake to commit GENERA or any affiliate thereof to any course of action in relation to third persons except as agreed in writing with GENERA. Nothing herein shall be construed to deem the parties hereto as partners or joint venturers, either as agent of the other, or create an employee/employer relationship between GENERA (or any affiliate thereof) and any employee or service provider of Consultant, including, without limitation, the Authorized Agent. By virtue of the relationship described herein, the Consultant Parties' relationship to GENERA shall be only that of independent contractor.

## Consulting Agreement

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6.2 It is intended that the fees paid hereunder shall constitute revenues to Consultant. To the extent consistent with applicable law, GENERA will not withhold any amounts therefrom as federal income tax withholding from wages or as contributions under the Federal Insurance Contributions Act or any other state or federal laws. Consultant shall be solely responsible for the withholdings and/or payment of any federal, state or local income or payroll taxes and shall hold GENERA Indemnitees harmless from any liability arising from the failure to withhold such amounts.

7. Compliance with the Laws

7.1 The Parties hereby acknowledge that they have knowledge and shall strictly comply with all applicable laws, regulations and policies having the force of law of the country of operation and applicable foreign law, including all applicable anti-corruption, anti-bribery and anti-money laundering laws (including, but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, Improbity Law No. 8,429/92 and Law No. 12,846/2013) and all similar or equivalent anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws of any jurisdiction applicable to either Party (collectively, "Anti-Corruption and Sanctions Laws"). and shall protect, defend, indemnify and hold the other Party harmless from and against any and all liability, direct damages, claims, demands, proceedings, costs and expenses resulting from its own failure to comply. The Consultant agrees to immediately notify GENERA of any violation or potential violation of Anti-Corruption and Sanctions Laws. Consultant shall give immediate notice to GENERA, if Consultant becomes subject to anti-corruption or sanctions investigation, or of any material tax disputes with any Governmental Body of Puerto Rico, or of any investigation related to corruption or public funds.

7.2 The Parties agree that they shall not accept, offer, give, promise or authorize any payment, gift or anything of value, either directly or indirectly through any third party, to or from any Government official, political party members or private party in order to influence, expedite or reward any act from such official (or his agency), political party or private party, in order for an official act not to be performed, to be omitted or delayed; or in order to obtain any improper advantage to their business.

7.3 For the avoidance of doubt, neither the Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the Consultant's compensation under the contract to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract. To the best knowledge of the signatory (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with Consultant, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit). Neither the Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of the proposed contract and the Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7.4 The Parties further represent that no Government official is a principal, owner, officer, employee or agent of the Parties, and that no government official has any direct or indirect interest in the business of the Parties.

## Consulting Agreement

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7.5 In the event of any breach by the Parties of any of its representations, warranties or covenants contained in this section 9, the other Party may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity.

7.6 The Consultant represents, warrants, certifies, and agrees that the business standards and practices to be adopted by the Consultant under this Agreement shall be at all times ethical and consistent with accepted, good and prudent business standards in North America.

7.7 The Consultant shall perform its obligations under this Agreement in compliance at all times with (i) all Applicable Laws and regulations, (ii) Genera's Code of Business Conduct. In addition, Consultant shall complete all requested Compliance training and certifications, Commonwealth Certifications (Exhibit B), Sworn Statement (Exhibit C), and/or training and certifications covering specific topics, such as Anti-Bribery and Corruption.

7.8 Consultant agrees to perform the Services in accordance with the health, safety and environmental rules and standards of applicable law, good or best industry practices, all applicable health, safety and environmental plans, and the applicable terms of the Consent Decree between the Puerto Rico Electric Power Authority and the United States of America, as entered by the United States District Court for the District of Puerto Rico on March 19, 1999 in Civil Action No. 93-2527(CCC) (the "Consent Decree"), as modified on September 9, 2004, and Consultant shall assume all costs associated with compliance therewith. Consultant acknowledges that it has received a copy of the Consent Decree.

7.9 Consultant has not made, given, offered, authorized, or promised to make, give, offer or authorize and Prohibited Payment.

7.10 The Consultant has neither engaged, nor will engage, in a Prohibited Transaction.

7.11 Neither the Consultant's owners nor any family members are currently a Government Official or a Designated Person. If the Consultant's owners or any of their family members become a Government Official during the term of this Agreement, the Consultant shall notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.12 No Government Official or Designated Person is associated with, or presently owns an interest in, whether direct or indirect, in the Consultant or the services to be provided by such Consultant, or has any legal or beneficial interest in the transactions or arrangements contemplated to be entered into by such Consultant pursuant to this Agreement. If the Consultant becomes aware or has knowledge that a Government Official or Designated Person obtains such an interest, the Consultant shall promptly notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.13 The Consultant shall not, directly or indirectly, do not, make, promise, or authorize the making of a Prohibited Payment or engage in a Prohibited Transaction.

7.14 If GENERA reimburses the Consultant for any third-party expenses incurred on GENERA's behalf, GENERA shall only reimburse for expenses supported by actual accurate and reasonably detailed third-party invoices.

7.15 The Consultant shall promptly provide GENERA with actual and accurate invoices for any fees or other expenses (including gifts and entertainment) paid by such Consultant to Government Officials or any governmental body, agency or instrumentality in connection with the Project. Such invoices

## Consulting Agreement

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include the appropriate back-up support for such expenses including receipts or other appropriate support, and shall be accompanied by a written statement explaining its purpose and detailing, to GENERA's satisfaction, (i) the type of each gift or entertainment (i.e., business meal, wine bottle, etc.); (ii) the amount of each gift or entertainment; (iii) the date of each gift or entertainment; (iv) the identity of each recipient (including name, title, and employer) of the gift or entertainment.

7.16 The Consultant shall maintain books and records in reasonable detail that fairly and accurately reflect all transactions relating to this Agreement and to retain those books and records for at least five years after the date this Agreement is terminated or expires. For purposes of reasonably ensuring compliance with the provisions of this Section the Consultant shall, upon notice by GENERA, provide GENERA with access to its personnel and to the facilities, warehouses and offices serving the operations and activities carried out by the Consultant pursuant to this Agreement, and the books, records and other information relating to such operations and activities. GENERA shall have the right to audit and review such records to ensure compliance with the representations in this Section, and that the scope of such audit or review shall be determined in the sole discretion of GENERA.

7.17 The Consultant shall promptly comply with reasonable information requests by GENERA with regard to due diligence by GENERA in respect of the compliance obligations of the first Party under this Section.

7.18 Upon request by GENERA, and no less frequently than annually, the Consultant shall provide GENERA written confirmation of its compliance with this Section. The Consultant shall re-certify its compliance in writing with this Section as a condition of GENERA's obligation to pay any amounts the Parties mutually agree is due under this Agreement or any other agreement between the Parties.

7.19 The Consultant shall not engage any subcontractors, agents, or intermediaries in connection with this Agreement or any other business transactions involving GENERA without GENERA's express written consent. GENERA, in its sole discretion, reserves the right to refuse to have any person or entity performing services under this Agreement other than the Consultant.

7.20 Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights or remedies GENERA may have hereunder or at law (including, as applicable, the right to damages for breach of contract), GENERA may immediately terminate this Agreement if the Consultant or their Representatives fail to comply with, breaches (or is alleged by a governmental entity of competent jurisdiction to have breached or failed to comply with) any of the provisions of this Section, or GENERA believes in good faith that any of the provisions of this Section have not been complied with or fulfilled by the Consultant in any material respect. In the event of any such termination, in addition to any other rights granted under this Agreement or at law or equity: (i) GENERA shall have a cause of action against the Consultant for the amount of any monetary payment or thing of value made or given by the Consultant in breach of any of the provisions of this Section, (ii) all obligations by GENERA to pay the Consultant pursuant to this Agreement shall immediately cease, and (iii) the Consultant shall immediately return to GENERA all payments made by GENERA pursuant to this Agreement with respect to any transaction in which there was a violation of any of the provisions of this Section.

7.21 The Consultant and her Representatives shall cooperate with GENERA in all respects in carrying out the intent and purposes set forth herein, including answering promptly in reasonable detail all written inquiries and communications in connection with this Agreement. If GENERA is required by any United States governmental agency to disclose any information furnished by the Consultant, GENERA shall be permitted to do so.

## 7.22 For purposes of this Section:

“Designated Person” means (i) any Person that appears on any list issued by the United States, the European Union, the World Bank, the United Nations or other international organization with respect to money laundering, corruption, terrorism financing, drug trafficking, economic or financial sanctions, trade or arms embargoes or other related illicit activity, (ii) any Person operating, organized, or resident in a Sanctioned Country, or (iii) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (i) or (ii).

“Government Official” means any officer or employee of a government, or of any department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of any government, including any government-owned business, or a public international organization, or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

“Person” shall mean any individual, natural person, corporation (including any non-profit corporation), unlimited liability corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

The term “Private Party” includes:

- (a) any non-governmental entity or person;
- (b) any person acting on behalf of a non-governmental entity or person; and
- (c) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, including relatives.

“Prohibited Transaction” means any of the following types of conduct or transaction: (a) drug trafficking, (b) fraud involving, or bribery of, a Government Official, (c) engaging or becoming involved in, financing or supporting (financially or otherwise), sponsoring, facilitating or giving aid to any terrorist person, activity or organization, (d) participating in any unauthorized transaction or otherwise conducting unlicensed business with a Designated Person and (e) any other conduct involving receiving, transferring, transporting, retaining, using, structuring, diverting or hiding the proceeds of any criminal activity whatsoever.

“Prohibited Payment” means the payment of any money, commission, reward, gift, hospitality, entertainment, inducement (including any facilitation payments or anything else of value, directly or indirectly, to: (a) any Government Official; (b) any person acting for or on behalf of any Government Official; or (c) any other person; for the purpose of obtaining or retaining business or favorable governmental action or to otherwise secure any improper advantage.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States, the

## Consulting Agreement

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European Union, the World Bank, or the United Nations. As of the date of this Agreement, the term “Sanctioned County” includes the Crimea, Luhansk, and Donetsk regions of Ukraine, Cuba, Iran, North Korea, and Syria.

8. Commonwealth of Puerto Rico Requirements.

8.1 As required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, Act No. 42 of January 21, 2018 of the Legislative Assembly, enacted on February 10, 2018, and any other Applicable Law, Consultant shall use commercially reasonable efforts to (1) use, goods and services extracted, produced, assembled, packaged, bottled, distributed, as applicable in the Commonwealth of Puerto Rico (“the Commonwealth”) by businesses, municipalities and consortiums operating in or established by the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico, and (2) utilize a company that has a significant presence in the Commonwealth of Puerto Rico.

9. Miscellaneous.

9.1 This Agreement (together with any exhibits or schedules attached hereto) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.

9.2 GENERA may assign its rights and delegate its obligations under this Agreement to any affiliate or successor-in-interest to its business, except such assignment shall not relieve GENERA of any of its duties or obligations under this Agreement without Consultant’s consent. Consultant acknowledges and agrees that it may not subcontract or otherwise delegate its obligations under this Agreement without GENERA’s prior written approval, nor may Consultant assign this Agreement without GENERA’s prior written consent. This Agreement will be for the benefit of GENERA’s successors and assigns. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

9.3 This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Consultant hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within New York County, New York, or, at the option of GENERA in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which GENERA at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Consultant waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding. If Consultant and GENERA, acting in good faith, are unable to settle a dispute under the Agreement within thirty (30) days after written notice of such dispute from the Party claiming such dispute, the Parties agree to submit the matter to arbitration to be resolved pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association, using one (1) arbitrator, and with such arbitration proceedings shall take place in Borough of Manhattan in the city of New York, NY. The state and federal courts located in Borough of Manhattan in the city of New York, NY shall be the exclusive forum for enforcing this arbitration clause and reviewing and enforcing the arbitration award. The prevailing Party to any arbitration and/or other proceedings shall be reimbursed by the other Party for its costs and fees, including reasonable attorneys’ fees and expert witness fees within thirty (30) days after receipt of invoice from prevailing Party.

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9.4 The provisions set forth in Sections:1.2, 1.3, 4, 5.1, 5.2, 5.3, 6, 7, 9.2, 9.3, and 9.5 shall survive any expiration or termination of this Agreement.

9.5 Consultant acknowledges that damages for any breach of Sections 4, 5.1, or 5.2 of this Agreement will be difficult to determine and inadequate to remedy the harm which may be caused, and Consultant therefore consents that the obligations and restrictions contained in any such Section may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or in equity. Should any court or tribunal decline to enforce any provisions of Sections 4, 5.1, or 5.2 on the basis that such provisions are overly restrictive of the activities of Consultant as to time, scope, or geography, such provisions shall be deemed to be modified to restrict Consultant's activities to the maximum extent of time, scope, and geography which such court or tribunal shall find enforceable, and such provisions shall be enforced.

[signatures on the following page.]

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates written below.

*Brannen McElmurray*  
GENERA PR LLC

Name: Brannen McElmurray

Title: Principal

Date: 5/2/2023

*Daniel Hernandez*  
PR GRID CONSULTING, LLC

Name: Daniel Hernandez

Title: President

Date: 5/2/2023



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**EXHIBIT A**

Description of Services

For purposes of the Consulting Agreement by and between PR GRID CONSULTING, LLC (the “Consultant”) and GENERA PR LLC (“GENERA”), dated May 1, 2023 (the “Agreement”), the following shall constitute the “Services” thereunder:

- Develop, implement, and revise operational policies and procedures to improve plant performance and ensure consistency and alignment between plants, crews and support groups.
- Maintains communication with other areas of Company including Safety, Environmental, Human Resources, and Corporate Management Teams to facilitate process improvement initiatives.
- Oversee hiring and training of operations staff to ensure efficient, reliable, safe, and environmentally sound work operations.
- Develop state-of-industry training program to develop multi-skilled technicians in operations and maintenance positions.
- Oversee hiring and training of technical support staff to ensure efficient project execution.
- Develop network of contract partners to provide specialized and heavy corrective maintenance services to the plant sites. Develop process to formally monitor contract partner performance.
- Provide proper training to all employee personnel.
- Formulate and manage financial reporting and forecasting in accordance with O&M and capital expense constraints.
- Actively support and emphasize importance of safety and environmental programs while following company policies and adhere to all regulatory compliance.
- Monitor inventory level and partner with supply chain to ensure adequate spares on hand.
- Conduct assessment of plant operational procedures to identify areas of inefficiency and initiate action plan for improvement.
- Allocate and manage resources to achieve optimal standards, performance and productivity in plant.
- Develop needed relationships with regulatory bodies to help facilitate project and permit approval process to facilitate plant improvement projects.

Consultant acknowledges and agrees that GENERA reserves the right to amend or modify Consultant’s Services hereunder without any additional compensation due to Consultant or any Consultant Parties.

**EXHIBIT B**  
**Form of Commonwealth Certifications**

Consultant, for itself and Parent Company (if Consultant is a partnership under the Puerto Rico Internal Revenue Code), represents that as of the Effective Date (i) neither it nor Parent Company has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (ii) it or Parent Company have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

Consultant shall deliver to Owner prior to the Effective Date a copy of its Certificate of Incorporation, Certificate of Organization and Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable.

Consultant shall also obtain and deliver to Owner, in each case dated no earlier than sixty (60) days prior to the Effective Date, the following:

- (i) a copy of Consultant's Merchant's Registration Certificate (Form SC 2918);
- (ii) a Certificate of Good Standing issued by the Puerto Rico Department of State;
- (iii) a certification issued by the Puerto Rico Treasury Department indicating that Consultant and Parent Company (if Consultant is a Partnership under the Puerto Rico Internal Revenue Code) do not have any debts under any concept, including income tax, with the Commonwealth (Form SC 6096);
- (iv) a Puerto Rico Sales and Use Tax Filing Certification issued by the Puerto Rico Treasury Department reflecting that Consultant has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods (Form SC 2942);
- (v) an all concepts debt certification issued by CRIM reflecting that Consultant does not owe any taxes to CRIM with respect to real or personal property; and
- (vi) a certification issued by the Puerto Rico Child Support Administration for Consultant reflecting that Consultant is in compliance with the withholdings required to be made by employers under Applicable Law.

Consultant certifies under penalty of nullity that no public servant of PREPA shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this Agreement. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Agreement. The only consideration to be received in exchange for the delivery of goods or for the work to be performed under this Agreement is the agreed-upon price that has been negotiated with Company or its Representatives.

## Consulting Agreement

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Consultant attests that (i) no representative of Consultant, directly or indirectly, to Consultant's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement or agreed to receive funds for contracting rights, other than that which is expressly set forth in this Agreement and (ii) it has complied and is in compliance with the provisions of the Public-Private Partnerships Authority's Ethical Guidelines.

Neither Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of Consultant's compensation under the Agreement to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of this Agreement.

To Consultant's best knowledge (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of this Agreement, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with this Agreement (such as the execution of a subcontract with Consultant, beneficial treatment under the [contract], or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

Neither Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractor, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of this Agreement, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of this Agreement and Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

By: \_\_\_\_\_

Name:

Title:

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**EXHIBIT C**

**Sworn Statement**

I, \_\_\_\_\_, of legal age, and [single/married], \_\_\_\_\_ and resident of \_\_\_\_\_ hereby solemnly swear:

1. That my personal status is the one stated above.
2. That I hold the position of \_\_\_\_\_ at PR Grid Consulting LLC. (“Consultant”), a corporation organized under the laws of \_\_\_\_\_ with the Federal Identification No. \_\_\_\_\_ (“Consultant”).
3. That I am authorized to represent Consultant and all of its partners and owners for purposes of this affidavit.
4. That neither Consultant nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfill similar tasks, have been not been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the “Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico” or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the “Anti-Corruption Code for a New Puerto Rico”.
5. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Consultant’s agreement with Genera PR LLC while working for the Government of Puerto Rico.
6. That neither Consultant nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfill similar tasks do not have any conflicts of interest in performing the work contemplated under this Agreement.
7. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affidavit No. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, of the personal circumstances stated above, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_; who is personally known to me or whom I have identified pursuant the following form of identification: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “Agreement”) is made as of March 8, 2023 (the “Agreement Date”), by and between Pedro Morales (the “Consultant”) and GENERA PR LLC (“GENERA”).

### RECITALS

**WHEREAS**, GENERA desires that Consultant provide GENERA with the services described on Exhibit A hereto (the “Services”); and

**WHEREAS**, Consultant, in consideration of the payment by GENERA of the Consultant Fee (as defined below), is willing to provide such Services.

**NOW, THEREFORE**, Consultant and GENERA agree that the following terms and conditions will govern the provision by Consultant to GENERA of the Services described in this Agreement.

### AGREEMENT

#### 1. Term; Termination.

1.1 This Agreement shall commence on March 10, 2023 (the “Effective Date”) and shall terminate on the earlier of: (a) March 10, 2024; and (b) an earlier date on which this Agreement is terminated in accordance with Section 1.2 or 1.3 (the period from and after the Effective Date through the earlier of (a) or (b), the “Term”). After its expiration, the Term may only be extended by mutual agreement of the parties.

1.2 At any time during the Term, GENERA may terminate this Agreement in its discretion upon ten (10) days’ notice to Consultant. If notice of termination is given (other than for default as provided under 1.3 or 1.4 below), GENERA shall be required to pay to Consultant an amount equal to: (a) the Consultant Fee (as defined in 3.1 below) in respect of previously completed months for which Consultant has not yet been paid; and (b) the Consultant Fee for the month of termination multiplied by a fraction, the numerator of which is the number of days in the month of termination that shall have elapsed through the termination date and the denominator of which is the number of days in the month of termination.

1.3 Either party may terminate this Agreement in the event that the other party has materially defaulted in the performance of its obligations hereunder and such default is not cured within three (3) days of the defaulting party’s receipt of written notice of such default.

1.4 Notwithstanding anything to the contrary in this Agreement, GENERA may terminate this Agreement without prior notice if Consultant breaches Section 7 of this Agreement.

#### 2. Services.

2.1 NFE and Consultant acknowledge and agree that Consultant is being engaged on a non-exclusive basis and may provide services to other persons or entities during the Term, subject to any applicable restrictions by which Consultant is bound.

## Consulting Agreement

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2.2 Consultant will primarily perform the Services from GENERA's offices in San Juan, Puerto Rico.

2.3 Neither party shall be liable for delays or any failure to perform under the Agreement due to causes or any event which is reasonably unforeseen or insurmountable or outside the control of the Party which seeks to rely on such event and which renders such Party unable, wholly or in part, to comply with any one or more of its obligations herein or under the Agreement. Such events include, but shall not be limited to, the outbreak of war, hostilities, blockade, revolution, insurrections, civil commotion, riots, general, national or nationwide strikes or other labor disturbances that directly affect the Works, sabotage, lockouts, epidemics, pandemics, import or export embargoes, acts of a governmental entity or authority, Acts of God (including but not limited to earthquakes, tidal waves, or typhoons, hurricanes, windstorms, lightning or other abnormal weather conditions which prevent performance of obligations for at least three (3) consecutive Business Days), fire, explosions, or any other event or circumstance which the Parties are not reasonably able to prevent or foresee. For the avoidance of doubt, an event of force majeure shall in no event include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; labor disruptions or strikes that are specific to the Consultant or do not directly affect the Work.

3. Consultant Fee; Expenses; Consultant Acknowledgement.

3.1 Consultant Fee. GENERA agrees to pay Consultant a fee at an hourly rate of USD \$125 ("Consultant Fee"). The Consultant Fee will be payable once per month, in arrears, by check or wire, and Consultant shall send GENERA an invoice each month for Services rendered in respect of the Consultant Fee for such month.

3.2 Expenses. GENERA shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred by it, which are directly related to the provision of the Services; provided, however, that all such expenses shall be evidenced by written receipts and submitted to GENERA in writing and comply with GENERA policy.

3.3 Consultant Acknowledgements. Consultant acknowledges and agrees that Consultant shall not be entitled to any equity interest, profits interest or other interest in GENERA or any of its affiliates, including any fund, account or business managed by any of them, except as expressly set forth in a writing signed by GENERA. Notwithstanding anything to the contrary, Consultant acknowledges and agrees that the Consultant Fee shall constitute full and complete compensation for any Services rendered hereunder.

4. Confidentiality; Intellectual Property.

4.1 Consultant agrees not to disclose any Confidential Information (as hereinafter defined) to any third party. "Confidential Information" means (in addition to any definition given to that term in a confidentiality undertaking between GENERA or any affiliate thereof and Consultant and/or any of its permitted agents (collectively, the "Consultant Parties")) any information obtained by Consultant Parties from, or disclosed to Consultant Parties by, GENERA or its affiliates pursuant to this Agreement relating to the business and investment activities of GENERA and/or its various affiliates and subsidiaries. The term Confidential Information shall also include the fact that the Confidential Information has been made available to Consultant Parties or that Consultant Parties has inspected any portion of the Confidential Information, the fact that discussions with respect to any Services are taking place or other facts with respect to these discussions, including the status thereof, the terms and conditions of this Agreement, and corporate information of GENERA and/or its affiliates (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, products, market data and methods financial reports or other information

## Consulting Agreement

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(including, but not limited to, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports, accounts payable reports, and asset holdings)). Notwithstanding the foregoing, Confidential Information does not include information which Consultant can prove by documentary evidence (i) is or has become generally available to the public other than by unauthorized disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source that to the Consultant's knowledge, after due inquiry, is entitled to disclose the same or (iii) is required by law or court order to be disclosed. As a condition of retention, Consultant and any of its permitted agents likewise will be required to sign a confidentiality and proprietary rights agreement, in a form acceptable to GENERA, and such agreement shall remain in full force and effect after it is executed and following termination of the Term for any reason.

4.2 Nothing in this Agreement shall be construed to (i) prohibit Consultant Parties from lawfully making reports to or communicating with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation, (ii) require notification or prior approval by GENERA of any reporting described in clause (i) hereof, or (iii) limit Consultant Parties' right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information, provided that such disclosure is (i) (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information to Consultant Parties' attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that Consultant Parties (i) file any document containing the trade secret or other Confidential Information under seal and (ii) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

4.3 Consultant agrees that this engagement is a "work-for-hire" and GENERA is the exclusive owner of any business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing, business processes associated with GENERA's systems or other work products, deliverables and other intellectual property developed by Consultant Parties during the Term of this Agreement that are in the scope of, or otherwise related to the business of GENERA or its affiliates. Whenever requested to do so by GENERA, Consultant shall execute any and all applications, assignments, or other instruments that GENERA deems necessary to apply for and obtain patents or copyrights or otherwise protect GENERA's interest therein. Such obligations shall continue beyond the termination of this Agreement with respect to business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing or other work products developed, conceived or made by Consultant Parties during the Term of this Agreement. Further, Consultant agrees that such obligation will be binding on Consultant's permitted assigns, executors, administrators and other legal representatives (including, for the avoidance of doubt, the Consultant Parties).

## 5. Covenants; Insurance; Indemnity.

5.1 The Consultant shall not, directly or indirectly, without prior written consent of GENERA, during the Term hereunder, provide consultative services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly competes with GENERA or any of its affiliates. Consultant shall not

## Consulting Agreement

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provide services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly to which such services provided by Consultant create a conflict of interest with GENERA or any of its affiliates or infringes any of the terms in Section 7 of Compliance with the Laws.

5.2 The Consultant Parties agree that it shall not, directly or indirectly, without the prior written consent of GENERA, during the Term and for one (1) year thereafter, solicit, encourage, entice, or induce to leave the employment of GENERA or its affiliates, any employee thereof (or knowingly assist any other person in so soliciting, encouraging, enticing or inducing), or hire any person who has left the employment of GENERA or its affiliates during the immediately preceding one (1) year period without the prior written consent of GENERA.

5.3 Consultant shall indemnify and hold harmless GENERA and its partners, shareholders, officers, directors, employees, subsidiaries, affiliates, agents, representatives, attorneys, successors and assigns, and each of them (each a "GENERA Indemnitee" and collectively, the "GENERA Indemnitees") from and against any and all losses, expenses, claims, threatened claims, costs (including, but not limited to, reasonable attorneys' fees), damages, and liabilities (including, but not limited to, payroll taxes, penalties, or interest) ("Claims") arising out of (i) any breach of this Agreement by Consultant Parties (including but not limited to any breach of the representations and warranties set forth in this Agreement); (ii) the Consultant Parties' negligence or intentional misconduct; (iii) any action and/or inaction of Consultant Parties; or (iv) any assertion that any of the Consultant Parties is not an independent contractor with respect to GENERA. Without limiting the foregoing, Consultant acknowledges that each GENERA Indemnitee shall have no liability whatsoever with respect to any action or inaction of Consultant Parties. Consultant's obligations under this Section 5.4 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a GENERA Indemnitee in connection with the defense against and settlement of any Claim.

5.4 Consultant warrants that possesses and complies with all the certificates, permits and licenses applicable to law and for the performance of the obligations under the Agreement.

5.5 Consultant shall, before commencing Work and at its own expense, obtain insurance with limits and coverage set forth below and shall furnish to GENERA: (a) certificates of insurance indicating such insurance coverage and (b) all certificates, permits and/or licenses required for performance of Crossfire's obligations. The furnishing of the insurance required hereunder shall in no way relieve or limit Crossfire from any liability, responsibility or obligation imposed on Crossfire or any of its subcontractors, sub-subcontractors and/or material suppliers.

5.6 Required insurance coverage during the entire term of the Agreement shall include:

5.6.1 Professional liability insurance with minimum limits of US\$1,000,000 per occurrence and covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

5.6.2 Automobile liability insurance with minimum limits of US\$1,000,000 each accident covering liability arising out of any auto (including owned, hired, and non- owned autos).



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5.6.3 Statutory workers' compensation insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico and employer's liability insurance and all other employee required insurance.

5.6.4 Any additional coverage required under the Agreement.

5.7 Such insurance shall be issued by generally recognized financially responsible insurers that (i) are authorized to do business in the Commonwealth or are otherwise authorized or permitted by the Office of the Commissioner of Insurance of Puerto Rico and (ii) at a minimum have a rating of A-(VIII) or better by A.M. Best Company or an equivalent rating by another similarly recognized insurance rating agency. Contractor shall present to Company a certificate of insurance confirming coverage promptly following issuance by the insurers.

6. Status; Taxes.

6.1 During the Term, none of the Consultant Parties shall be an employee of GENERA. Further, the Consultant Parties shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment (including, for the avoidance of doubt, any right to indemnification, severance or termination payments or benefits or any equity or equity-based compensation from GENERA) available to employees of GENERA or its affiliates. The Consultant Parties shall have no authority to act as an agent of GENERA and shall not represent the contrary to any person. The Consultant Parties shall only consult, render advice, and perform such tasks as the Consultant Parties determine are necessary to achieve the results specified by GENERA. The Consultant Parties shall not direct the work of any employee of GENERA or its affiliates, make any management decisions, or undertake to commit GENERA or any affiliate thereof to any course of action in relation to third persons. Nothing herein shall be construed to deem the parties hereto as partners or joint venturers, either as agent of the other, or create an employee/employer relationship between GENERA (or any affiliate thereof) and any employee or service provider of Consultant. By virtue of the relationship described herein, the Consultant Parties' relationship to GENERA shall be only that of independent contractor.

6.2 It is intended that the fees paid hereunder shall constitute revenues to Consultant. To the extent consistent with applicable law, GENERA will not withhold any amounts therefrom as federal income tax withholding from wages or as contributions under the Federal Insurance Contributions Act or any other state or federal laws. Consultant shall be solely responsible for the withholdings and/or payment of any federal, state or local income or payroll taxes and shall hold GENERA Indemnitees harmless from any liability arising from the failure to withhold such amounts.

7. Compliance with the Laws

7.1 The Parties hereby acknowledge that they have knowledge and shall strictly comply with all applicable laws, regulations and policies having the force of law of the country of operation and applicable foreign law, including all applicable anti-corruption, anti-bribery and anti-money laundering laws (including, but not limited to the Anticorruption Code for the New Puerto Rico (Act No. 2 of January 4, 2018, as amended, the United States Foreign Corrupt Practices Act, the UK Bribery Act, Improbity Law No. 8,429/92 and Law No. 12,846/2013) and all similar or equivalent anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws of any jurisdiction applicable to either Party (collectively, "Anti-Corruption and Sanctions Laws"). and shall protect, defend, indemnify and hold the other Party harmless from and against any and all liability, direct damages, claims, demands, proceedings, costs and expenses resulting from its own failure to comply. The Consultant agrees to immediately notify GENERA of any violation or potential violation of Anti-Corruption and Sanctions Laws. Consultant shall give immediate notice to GENERA, if Consultant becomes subject to anti-

## Consulting Agreement

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corruption or sanctions investigation, or of any material tax disputes with any Governmental Body of Puerto Rico, or of any investigation related to corruption or public funds. Consultant acknowledge and agrees that it shall be subject to Title III of Act 2, known as the Code of Ethics for Subcontractors, Supplier and Applicants for Economic Incentives of the Government of Puerto Rico.

7.2 The Parties agree that they shall not accept, offer, give, promise or authorize any payment, gift or anything of value, either directly or indirectly through any third party, to or from any Government official, political party members or private party in order to influence, expedite or reward any act from such official (or his agency), political party or private party, in order for an official act not to be performed, to be omitted or delayed; or in order to obtain any improper advantage to their business.

7.3 For the avoidance of doubt, neither the Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the Consultant's compensation under the contract to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract. To the best knowledge of the signatory (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with Consultant, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit). Neither the Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of the proposed contract and the Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7.4 The Parties further represent that no Government official is a principal, owner, officer, employee or agent of the Parties, and that no government official has any direct or indirect interest in the business of the Parties.

7.5 In the event of any breach by the Parties of any of its representations, warranties or covenants contained in this section 7, the other Party may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity.

7.6 The Consultant represents, warrants, certifies, and agrees that the business standards and practices to be adopted by the Consultant under this Agreement shall be at all times ethical and consistent with accepted, good and prudent business standards in North America.

7.7 The Consultant shall perform its obligations under this Agreement in compliance at all times with (i) all Applicable Laws and regulations, (ii) prudent industry practice, (iii) applicable equipment manufacturer and Genera's specifications, and (iv) Genera's Code of Business Conduct. In addition, Consultant shall complete all requested Compliance training and certifications, Commonwealth Certifications (Exhibit B), Sworn Statement (Exhibit C), and Anti-Corruption Certification (Exhibit D) and/or training and certifications covering specific topics, such as Anti-Bribery and Corruption.

## Consulting Agreement

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7.8 Consultant agrees to perform the Services in accordance with the health, safety and environmental rules and standards of applicable law, good or best industry practices, all applicable health, safety and environmental plans, and the applicable terms of the Consent Decree between the Puerto Rico Electric Power Authority and the United States of America, as entered by the United States District Court for the District of Puerto Rico on March 19, 1999 in Civil Action No. 93-2527(CCC) (the "Consent Decree"), as modified on September 9, 2004, and Consultant shall assume all costs associated with compliance therewith. Consultant acknowledges that it has received a copy of the Consent Decree.

7.9 Consultant has not made, given, offered, authorized, or promised to make, give, offer or authorize and Prohibited Payment.

7.10 The Consultant has neither engaged, nor will engage, in a Prohibited Transaction.

7.11 Neither the Consultant's owners nor any family members are currently a Government Official or a Designated Person. If the Consultant's owners or any of their family members become a Government Official during the term of this Agreement, the Consultant shall notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.12 No Government Official or Designated Person is associated with, or presently owns an interest in, whether direct or indirect, in the Consultant or the services to be provided by such Consultant, or has any legal or beneficial interest in the transactions or arrangements contemplated to be entered into by such Consultant pursuant to this Agreement. If the Consultant becomes aware or has knowledge that a Government Official or Designated Person obtains such an interest, the Consultant shall promptly notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.13 The Consultant shall not, directly or indirectly, do not, make, promise, or authorize the making of a Prohibited Payment or engage in a Prohibited Transaction.

7.14 If GENERA reimburses the Consultant for any third-party expenses incurred on GENERA's behalf, GENERA shall only reimburse for expenses supported by actual accurate and reasonably detailed third-party invoices.

7.15 The Consultant shall promptly provide GENERA with actual and accurate invoices for any fees or other expenses (including gifts and entertainment) paid by such Consultant to Government Officials or any governmental body, agency or instrumentality in connection with the Project. Such invoices include the appropriate back-up support for such expenses including receipts or other appropriate support, and shall be accompanied by a written statement explaining its purpose and detailing, to GENERA's satisfaction, (i) the type of each gift or entertainment (i.e., business meal, wine bottle, etc.); (ii) the amount of each gift or entertainment; (iii) the date of each gift or entertainment; (iv) the identity of each recipient (including name, title, and employer) of the gift or entertainment.

7.16 The Consultant shall maintain books and records in reasonable detail that fairly and accurately reflect all transactions relating to this Agreement and to retain those books and records for at least five years after the date this Agreement is terminated or expires. For purposes of reasonably ensuring compliance with the provisions of this Section the Consultant shall, upon notice by GENERA, provide GENERA with access to its personnel and to the facilities, warehouses and offices serving the operations and activities carried out by the Consultant pursuant to this Agreement, and the books, records and other information relating to such operations and activities. GENERA shall have the right to audit and review such records to ensure compliance with the representations in this Section, and that the scope of such audit or review shall be determined in the sole discretion of GENERA.

## Consulting Agreement

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7.17 The Consultant shall promptly comply with reasonable information requests by GENERA with regard to due diligence by GENERA in respect of the compliance obligations of the first Party under this Section.

7.18 Upon request by GENERA, and no less frequently than annually, the Consultant shall provide GENERA written confirmation of its compliance with this Section. The Consultant shall re-certify its compliance in writing with this Section as a condition of GENERA's obligation to pay any amounts the Parties mutually agree is due under this Agreement or any other agreement between the Parties.

7.19 The Consultant shall not engage any subcontractors, agents, or intermediaries in connection with this Agreement or any other business transactions involving GENERA without GENERA's express written consent. GENERA, in its sole discretion, reserves the right to refuse to have any person or entity performing services under this Agreement other than the Consultant.

7.20 Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights or remedies GENERA may have hereunder or at law (including, as applicable, the right to damages for breach of contract), GENERA may immediately terminate this Agreement if the Consultant or their Representatives fail to comply with, breaches (or is alleged by a governmental entity of competent jurisdiction to have breached or failed to comply with) any of the provisions of this Section, or GENERA believes in good faith that any of the provisions of this Section have not been complied with or fulfilled by the Consultant in any material respect. In the event of any such termination, in addition to any other rights granted under this Agreement or at law or equity: (i) GENERA shall have a cause of action against the Consultant for the amount of any monetary payment or thing of value made or given by the Consultant in breach of any of the provisions of this Section, (ii) all obligations by GENERA to pay the Consultant pursuant to this Agreement shall immediately cease, and (iii) the Consultant shall immediately return to GENERA all payments made by GENERA pursuant to this Agreement with respect to any transaction in which there was a violation of any of the provisions of this Section.

7.21 The Consultant and her Representatives shall cooperate with GENERA in all respects in carrying out the intent and purposes set forth herein, including answering promptly in reasonable detail all written inquiries and communications in connection with this Agreement. If GENERA is required by any United States governmental agency to disclose any information furnished by the Consultant, GENERA shall be permitted to do so.

7.22 For purposes of this Section:

"Designated Person" means (i) any Person that appears on any list issued by the United States, the European Union, the World Bank, the United Nations or other international organization with respect to money laundering, corruption, terrorism financing, drug trafficking, economic or financial sanctions, trade or arms embargoes or other related illicit activity, (ii) any Person operating, organized, or resident in a Sanctioned Country, or (iii) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (i) or (ii).

"Government Official" means any officer or employee of a government, or of any department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of any government, including any government-owned business, or a public international organization, or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

“Person” shall mean any individual, natural person, corporation (including any non-profit corporation), unlimited liability corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

The term “Private Party” includes:

- (a) any non-governmental entity or person;
- (b) any person acting on behalf of a non-governmental entity or person; and
- (c) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, including relatives.

“Prohibited Transaction” means any of the following types of conduct or transaction: (a) drug trafficking, (b) fraud involving, or bribery of, a Government Official, (c) engaging or becoming involved in, financing or supporting (financially or otherwise), sponsoring, facilitating or giving aid to any terrorist person, activity or organization, (d) participating in any unauthorized transaction or otherwise conducting unlicensed business with a Designated Person and (e) any other conduct involving receiving, transferring, transporting, retaining, using, structuring, diverting or hiding the proceeds of any criminal activity whatsoever.

“Prohibited Payment” means the payment of any money, commission, reward, gift, hospitality, entertainment, inducement (including any facilitation payments or anything else of value, directly or indirectly, to: (a) any Government Official; (b) any person acting for or on behalf of any Government Official; or (c) any other person; for the purpose of obtaining or retaining business or favorable governmental action or to otherwise secure any improper advantage.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States, the European Union, the World Bank, or the United Nations. As of the date of this Agreement, the term “Sanctioned County” includes the Crimea, Luhansk, and Donetsk regions of Ukraine, Cuba, Iran, North Korea, and Syria.

#### 8. Commonwealth of Puerto Rico Requirements.

8.1 As required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, Act No. 42 of January 21, 2018 of the Legislative Assembly, enacted on February 10, 2018, and any other Applicable Law, Consultant shall use commercially reasonable efforts to (1) use, goods and services extracted, produced, assembled, packaged, bottled, distributed, as applicable in the Commonwealth of Puerto Rico (“the Commonwealth”) by businesses, municipalities and consortiums operating in or established by the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico, and (2) utilize a company that has a significant presence in the Commonwealth of Puerto Rico.

#### 9. Equal Opportunity and Affirmative Action.

## Consulting Agreement

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The Parties hereby acknowledge that they are equal opportunity employers and shall strictly comply with all applicable laws, regulations and policies related to non-discrimination. Crossfire shall, and shall cause its subcontractors (if any) to, abide by the requirements of 41 CFR Part 60-1-4(a)60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Failure to abide by this paragraph will be treated as a breach of the terms of the Agreement.

10. Miscellaneous.

10.1 This Agreement (together with any exhibits or schedules attached hereto) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.

10.2 GENERA may assign its rights and delegate its obligations under this Agreement to any affiliate or successor-in-interest to its business, except such assignment shall not relieve GENERA of any of its duties or obligations under this Agreement without Consultant's consent. Consultant acknowledges and agrees that it may not subcontract or otherwise delegate its obligations under this Agreement without GENERA's prior written approval, nor may Consultant assign this Agreement without GENERA's prior written consent. This Agreement will be for the benefit of GENERA's successors and assigns. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

10.3 This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Consultant hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within New York County, New York, or, at the option of GENERA in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which GENERA at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Consultant waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding. If Consultant and GENERA, acting in good faith, are unable to settle a dispute under the Agreement within thirty (30) days after written notice of such dispute from the Party claiming such dispute, the Parties agree to submit the matter to arbitration to be resolved pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association, using one (1) arbitrator, and with such arbitration proceedings shall take place in Borough of Manhattan in the city of New York, NY. The state and federal courts located in Borough of Manhattan in the city of New York, NY shall be the exclusive forum for enforcing this arbitration clause and reviewing and enforcing the arbitration award. The prevailing Party to any arbitration and/or other proceedings shall be reimbursed by the other Party for its costs and fees, including reasonable attorneys' fees and expert witness fees within thirty (30) days after receipt of invoice from prevailing Party.

10.4 The provisions set forth in Sections:1.2, 1.3, 4, 5.1, 5.2, 5.3, 6, 7, 10.2, 10.3, and 10.5 shall survive any expiration or termination of this Agreement.

Consulting Agreement

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10.5 Consultant acknowledges that damages for any breach of Sections 4, 5.1, or 5.2 of this Agreement will be difficult to determine and inadequate to remedy the harm which may be caused, and Consultant therefore consents that the obligations and restrictions contained in any such Section may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or in equity. Should any court or tribunal decline to enforce any provisions of Sections 4, 5.1, or 5.2 on the basis that such provisions are overly restrictive of the activities of Consultant as to time, scope, or geography, such provisions shall be deemed to be modified to restrict Consultant's activities to the maximum extent of time, scope, and geography which such court or tribunal shall find enforceable, and such provisions shall be enforced.

[signatures on the following page.]

Consulting Agreement

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates written below.

*Brannen McElmurray*

GENERA PR LLC

Name: Brannen McElmurray

Title: Authorized Signatory

Date: 3/10/2023

Pedro Morales

Name: Pedro Juan Morales González

Title: Authorized Signatory

Date: 3/12/2023



Consulting Agreement

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**EXHIBIT A**

Description of Services

For purposes of the Consulting Agreement by and between Pedro Morales (the “Consultant”) and GENERA PR LLC (“GENERA”), dated March 9, 2023 (the “Agreement”), the following shall constitute the “Services” thereunder:

- Develop, implement, and revise operational policies and procedures to improve plant performance and ensure consistency and alignment between plants, crews and support groups.
- Maintain communication with other areas of Company including Safety, Environmental, Human Resources, and Corporate Management Teams to facilitate process improvement initiatives.
- Oversee hiring and training of operations staff to ensure efficient, reliable, safe, and environmentally sound work operations.
- Develop state-of-industry training program to develop multi-skilled technicians in operations and maintenance positions.
- Oversee hiring and training of technical support staff to ensure efficient project.
- Develop network of contract partners to provide specialized and heavy corrective maintenance services to the plant sites.
- Develop process to formally monitor contract partner performance.
- Provide proper training to all employee personnel.
- Formulate and manage financial reporting and forecasting in accordance with O&M and capital expense constraints.
- Actively support and emphasize importance of safety and environmental programs while following company policies and adhere to all regulatory compliance.
- Monitor inventory level and partner with supply chain to ensure adequate spares on hand.
- Conduct assessment of plant operational procedures to identify areas of inefficiency and initiate action plan for improvement.
- Allocate and manage resources to achieve optimal standards, performance and productivity in plant.
- Develop needed relationships with regulatory bodies to help facilitate project and permit approval process to facilitate plant improvement projects.

Consultant acknowledges and agrees that GENERA reserves the right to amend or modify Consultant’s Services hereunder without any additional compensation due to Consultant or any Consultant Parties.

**EXHIBIT B**  
**Form of Commonwealth Certifications**

Consultant, for itself and Parent Company (if Consultant is a partnership under the Puerto Rico Internal Revenue Code), represents that as of the Effective Date (i) neither it nor Parent Company has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (ii) it or Parent Company have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

Consultant shall deliver to GENERA prior to the Effective Date a copy of its Certificate of Incorporation, Certificate of Organization and Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable.

Consultant shall also obtain and deliver to GENERA, in each case dated no earlier than sixty (60) days prior to the Effective Date, the following:

- (i) a copy of Consultant's Merchant's Registration Certificate (Form SC 2918);
- (ii) a Certificate of Good Standing issued by the Puerto Rico Department of State;
- (iii) a certification issued by the Puerto Rico Treasury Department indicating that Consultant and Parent Company (if Consultant is a Partnership under the Puerto Rico Internal Revenue Code) do not have any debts under any concept, including income tax, with the Commonwealth (Form SC 6096);
- (iv) a Puerto Rico Sales and Use Tax Filing Certification issued by the Puerto Rico Treasury Department reflecting that Consultant has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods (Form SC 2942);
- (v) an all concepts debt certification issued by CRIM reflecting that Consultant does not owe any taxes to CRIM with respect to real or personal property; and
- (vi) a certification issued by the Puerto Rico Child Support Administration for Consultant reflecting that Consultant is in compliance with the withholdings required to be made by employers under Applicable Law.

Consultant certifies under penalty of nullity that no public servant of PREPA shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this Agreement. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Agreement. The only consideration to be received in exchange for the delivery of goods or for the work to be performed under this Agreement is the agreed-upon price that has been negotiated with Company or its Representatives.

## Consulting Agreement


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Consultant attests that (i) no representative of Consultant, directly or indirectly, to Consultant's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement or agreed to receive funds for contracting rights, other than that which is expressly set forth in this Agreement and (ii) it has complied and is in compliance with the provisions of the Public-Private Partnerships Authority's Ethical Guidelines.

Neither Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of Consultant's compensation under the Agreement to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of this Agreement.

To Consultant's best knowledge (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of this Agreement, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with this Agreement (such as the execution of a subcontract with Consultant, beneficial treatment under the [contract], or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

Neither Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractor, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of this Agreement, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of this Agreement and Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

By:   
Name: 02678359D47D4EQ Pedro Juan Morales González  
Title: Authorized Signatory

Consulting Agreement


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EXHIBIT C

Sworn Statement

I, Pedro Juan Morales González, of legal age, and [single/married], married and resident of Lajas, Puerto Rico hereby solemnly swear:

1. That my personal status is the one stated above.
2. That I have been not been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
3. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Consultant's agreement with Genera PR LLC while working for the Government of Puerto Rico.
4. That I do not have any conflicts of interest in performing the work contemplated under this Agreement.
5. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in vega Baja, this 9 day of March, 2023.

By:   
026783F9B47D4E0...  
Name: Pedro Juan Morales González  
Title: Authorized Signatory

Affidavit No. 14156

Sworn and subscribed before me by Pedro Juan Morales Gonzalez, of the personal circumstances stated above, in his/her capacity as - of -; who is personally known to me or whom I have identified pursuant the following form of identification: 1729443, this 9 day of March, 2023.

Consulting Agreement

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## EXHIBIT D

### Anti-Corruption Certification

We certify under penalty of nullity that no public servant of The Puerto Rico Power Authority shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for the O&M Services provided is the agreed-upon price that has been negotiated with The Puerto Rico Power Authority or its representatives. The total amount shown on this invoice is true and correct. The O&M Services have been rendered, and no payment has been received. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Puerto Rico Thermal Generation Operation and Maintenance Agreement.

By:  DocuSigned by:  
026763F9D47D4E0...

Name: Pedro Juan Morales González

Title: Authorized Signatory

Date: 3/12/2023

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “Agreement”) is made as of March 23, 2023 (the “Agreement Date”), by and between MIB Energy PR LLC, a limited liability company organized under the laws of Puerto Rico (the “Consultant”) and GENERA PR LLC (“GENERA”), a limited liability company organized under the laws of Puerto Rico.

### RECITALS

**WHEREAS**, GENERA desires that Consultant provide GENERA with the services described on Exhibit A hereto (the “Services”); and

**WHEREAS**, Consultant, in consideration of the payment by GENERA of the Consultant Fee (as defined below), is willing to provide such Services.

**NOW, THEREFORE**, Consultant and GENERA agree that the following terms and conditions will govern the provision by Consultant to GENERA of the Services described in this Agreement.

### AGREEMENT

#### 1. Term; Termination.

1.1 This Agreement shall commence on March 27, 2023 (the “Effective Date”) and shall terminate on the earlier of: (a) September 27, 2023; and (b) an earlier date on which this Agreement is terminated in accordance with Section 1.2 or 1.3 (the period from and after the Effective Date through the earlier of (a) or (b), the “Term”). After its expiration, the Term may only be extended by mutual agreement of the parties.

1.2 At any time during the Term, GENERA and/or Consultant may terminate this Agreement at their discretion upon a sixty (60) days’ prior notice to the other Party. If notice of termination is given (other than for default as provided under 1.3 or 1.4 below), GENERA shall be required to pay to Consultant an amount equal to: (a) the Consultant Fee (as defined in 3.1 below) for previously completed months for which Consultant has not yet been paid; (b) the proportional Consultant Fee for the current month up to date when termination notice is actually given; and (c) an amount equal to two months of Consultant Fee.

1.3 Either party may terminate this Agreement in the event that the other party has materially defaulted in the performance of its obligations hereunder and such default is not cured within thirty (30) days of the defaulting party’s receipt of written notice of such default.

1.4 Notwithstanding anything to the contrary in this Agreement, GENERA may terminate this Agreement without prior notice if Consultant breaches Section 7 of this Agreement.

#### 2. Services.

2.1 Consultant agrees that it will not provide the Services to any other person or entity during the Term, to the extent that it would create a conflict of interest with GENERA.

## Consulting Agreement

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2.2 Consultant will primarily perform the Services from GENERA's offices in San Juan, Puerto Rico.

2.3 Authorized Agents. The Company and Consultant acknowledge and agree that John Prado (the "Authorized Agent") is the only agent authorized to perform the Services hereunder.

2.4 Neither party shall be liable for delays or any failure to perform under the Agreement due to causes or any event which is reasonably unforeseen or insurmountable or outside the control of the Party which seeks to rely on such event and which renders such Party unable, wholly or in part, to comply with any one or more of its obligations herein or under the Agreement. Such events include, but shall not be limited to, the outbreak of war, hostilities, blockade, revolution, insurrections, civil commotion, riots, general, national or nationwide strikes or other labor disturbances that directly affect the Works, sabotage, lockouts, epidemics, pandemics, import or export embargoes, acts of a governmental entity or authority, Acts of God (including but not limited to earthquakes, tidal waves, or typhoons, hurricanes, windstorms, lightning or other abnormal weather conditions which prevent performance of obligations for at least three (3) consecutive Business Days), fire, explosions, or any other event or circumstance which the Parties are not reasonably able to prevent or foresee. For the avoidance of doubt, an event of force majeure shall in no event include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; labor disruptions or strikes that are specific to the Consultant or do not directly affect the Work.

3. Consultant Fee; Initiation Fee; Expenses; Consultant Acknowledgement.

3.1 Consultant Fee. GENERA agrees to pay Consultant a fix fee at a yearly rate of USD \$480,000, equal to a monthly fix rate of USD \$40,000 ("Consultant Fee"). The Consultant Fee will be payable once per month, in arrears, by check or wire, and Consultant shall send GENERA an invoice each month for Services rendered in respect of the Consultant Fee for such month. In addition to the abovementioned, GENERA agrees to pay Consultant a one-time fee equal to a monthly rate of USD \$40,000 ("Initiation Fee").

3.2 Expenses. GENERA shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred by it, which are directly related to the provision of the Services; provided, however, that all such expenses shall be evidenced by written receipts and submitted to GENERA in writing and comply with GENERA policy.

3.3 Consultant Acknowledgements. Consultant acknowledges and agrees that Consultant shall not be entitled to any equity interest, profits interest or other interest in GENERA or any of its affiliates, including any fund, account or business managed by any of them, except as expressly set forth in a writing signed by GENERA. Notwithstanding anything to the contrary, Consultant acknowledges and agrees that the Consultant Fee shall constitute full and complete compensation for any Services rendered hereunder.

4. Confidentiality; Intellectual Property.

4.1 Consultant agrees not to disclose any Confidential Information (as hereinafter defined) to any third party. "Confidential Information" means (in addition to any definition given to that term in a confidentiality undertaking between GENERA or any affiliate thereof and Consultant and/or any of its permitted agents, including without limitation, the Authorized Agent (collectively, the "Consultant Parties")) any information obtained by Consultant Parties from, or disclosed to Consultant Parties by, GENERA or its affiliates pursuant to this Agreement relating to the business and investment activities of GENERA and/or its various affiliates and subsidiaries. The term Confidential Information shall also include

## Consulting Agreement

## Page 3

the fact that the Confidential Information has been made available to Consultant Parties or that Consultant Parties has inspected any portion of the Confidential Information, the fact that discussions with respect to any Services are taking place or other facts with respect to these discussions, including the status thereof, the terms and conditions of this Agreement, and corporate information of GENERA and/or its affiliates (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, products, market data and methods financial reports or other information (including, but not limited to, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports, accounts payable reports, and asset holdings)). Notwithstanding the foregoing, Confidential Information does not include information which Consultant can prove by documentary evidence (i) is or has become generally available to the public other than by unauthorized disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source that to the Consultant's knowledge, after due inquiry, is entitled to disclose the same or (iii) is required by law or court order to be disclosed. As a condition of retention, Consultant and any of its permitted agents likewise will be required to sign a confidentiality and proprietary rights agreement, in a form acceptable to GENERA, and such agreement shall remain in full force and effect after it is executed and following termination of the Term for any reason.

4.2 Nothing in this Agreement shall be construed to (i) prohibit Consultant Parties from lawfully making reports to or communicating with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of local, state or federal law or regulation, (ii) require notification or prior approval by GENERA of any reporting described in clause (i) hereof, or (iii) limit Consultant Parties' right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information, provided that such disclosure is (i) (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information to Consultant Parties' attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that Consultant Parties (i) file any document containing the trade secret or other Confidential Information under seal and (ii) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

4.3 Consultant agrees that this engagement is a "work-for-hire" and GENERA is the exclusive owner of any business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing, business processes associated with GENERA's systems or other work products, deliverables and other intellectual property developed by Consultant Parties during the Term of this Agreement that are in the scope of, or otherwise related to the business of GENERA or its affiliates. Whenever requested to do so by GENERA, Consultant shall execute any and all applications, assignments, or other instruments that GENERA deems necessary to apply for and obtain patents or copyrights or otherwise protect GENERA's interest therein. Such obligations shall continue beyond the termination of this Agreement with respect to business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing or other work products developed, conceived or made by Consultant Parties during the Term of this Agreement. Further, Consultant agrees that such obligation will be binding on Consultant's permitted assigns, executors, administrators and other legal representatives (including, for the avoidance of doubt, the Consultant Parties).

5. Covenants; Insurance; Indemnity.



## Consulting Agreement

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5.1 The Consultant shall not, directly or indirectly, without prior written consent of GENERA, during the Term hereunder, provide consultative services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly competes with GENERA or any of its affiliates.

5.2 The Consultant Parties agree that it shall not, directly or indirectly, without the prior written consent of GENERA, during the Term and for one (1) year thereafter, solicit, encourage, entice, or induce to leave the employment of GENERA or its affiliates, any employee thereof (or knowingly assist any other person in so soliciting, encouraging, enticing or inducing), or hire any person who has left the employment of GENERA or its affiliates during the immediately preceding one (1) year period without the prior written consent of GENERA.

5.3 Consultant shall indemnify and hold harmless GENERA and its partners, shareholders, officers, directors, employees, subsidiaries, affiliates, agents, representatives, attorneys, successors and assigns, and each of them (each a "GENERA Indemnatee" and collectively, the "GENERA Indemnitees") from and against any and all losses, expenses, claims, threatened claims, costs (including, but not limited to, reasonable attorneys' fees), damages, and liabilities (including penalties, or interest) ("Claims") arising out of (i) any breach of this Agreement by Consultant Parties (including but not limited to any breach of the representations and warranties set forth in this Agreement); (ii) the Consultant Parties' negligence or intentional misconduct; (iii) any action and/or inaction of Consultant Parties with regards to the scope of services provided pursuant to this Agreement; or (iv) any assertion that any of the Consultant Parties is not an independent contractor with respect to GENERA. Without limiting the foregoing, Consultant acknowledges that each GENERA Indemnatee shall have no liability whatsoever with respect to any action or inaction of Consultant Parties. Consultant's obligations under this Section 5.3 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a GENERA Indemnatee in connection with the defense against and settlement of any Claim. GENERA shall indemnify and hold harmless Consultant ("Consultant Indemnatee") from and against any and all Claims arising out of (i) any breach of this Agreement by GENERA (including but not limited to any breach of the representations and warranties set forth in this Agreement); and (ii) the GENERA's negligence or intentional misconduct; or (iii) any action and/or inaction of GENERA with regards to the scope of services provided pursuant to this Agreement; provided, however, that the Claim does not arise due to Consultant's gross negligence or willful misconduct or breach of the Agreement, GENERA acknowledges that Consultant Indemnatee shall have no liability whatsoever with respect to any action or inaction of GENERA and GENERA's obligations under this Section 5.3 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a Consultant Indemnatee in connection with the defense against and settlement of any Claim.

5.4 In no event shall GENERA be liable to Consultant for any claim whatsoever, whether such claim is based in contract, tort, common law, statute or otherwise, in an amount to exceed the amount GENERA paid Consultant pursuant to the Agreement for the twelve (12) months preceding the date of any such claim. Notwithstanding any other provision contained herein or in the Agreement, in no event shall GENERA or its affiliates be liable to the Consultant for any kind of loss, whether punitive, indirect, exemplary, special, incidental, or consequential losses or damages, whether or not foreseeable, and any other loss or damage of a similar nature, whether considered by Applicable Law to be direct, punitive, indirect, exemplary, special, incidental, or consequential and whether or not foreseeable, in each case, howsoever arising ("Consequential Damages"), and Consultant waives and shall Indemnify GENERA and its affiliates from all liability for any such Consequential Damages.

5.5 In no event shall Consultant be liable to GENERA for any claim whatsoever, whether such claim is based in contract, tort, common law, statute or otherwise, in an amount to exceed the

## Consulting Agreement

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amount GENERA paid Consultant pursuant to the Agreement for the twelve (12) months preceding the date of any such claim. Notwithstanding any other provision contained herein or in the Agreement, in no event shall Consultant or its affiliates be liable to GENERA for any kind of loss, whether punitive, indirect, exemplary, special, incidental, or consequential losses or damages, whether or not foreseeable, and any other loss or damage of a similar nature, whether considered by Applicable Law to be direct, punitive, indirect, exemplary, special, incidental, or consequential and whether or not foreseeable, in each case, howsoever arising ("Consequential Damages"), and GENERA waives and shall Indemnify Consultant and its affiliates from all liability for any such Consequential Damages. Notwithstanding the abovementioned, Section 5.4 shall not apply due to Consultant's breach of the Agreement, gross negligence or willful misconduct.

5.6 Consultant warrants that it possesses and complies with all applicable certificates, permits and licenses required by law and necessary for the performance of the obligations under this Agreement.

5.7 Consultant shall, before commencing Work and at its own expense, obtain insurance with limits and coverage set forth below and shall furnish to GENERA: (a) certificates of insurance indicating such insurance coverage and (b) all certificates, permits and/or licenses required for performance of Consultant's obligations. The furnishing of the insurance required hereunder shall in no way relieve or limit Consultant from any liability, responsibility or obligation imposed on Consultant or any of its subcontractors, sub-subcontractors and/or material suppliers.

5.8 Required insurance coverage during the entire term of the Agreement shall include:

5.8.1 Professional liability insurance with minimum limits of US\$5,000,000 per occurrence and covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

5.8.2 Automobile liability insurance with minimum limits of US\$1,000,000 each accident covering liability arising out of any auto (including owned, hired, and non- owned autos).

5.8.3 Statutory workers' compensation insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico and employer's liability insurance and all other employee required insurance.

5.8.4 Fiduciary liability insurance, providing limits not less than US\$1 million per claim and in the aggregate (if applicable).

5.8.5 Any additional coverage required under the Agreement.

5.9 Such insurance shall be issued by generally recognized financially responsible insurers that (i) are authorized to do business in the Commonwealth or are otherwise authorized or permitted by the Office of the Commissioner of Insurance of Puerto Rico and (ii) at a minimum have a rating of A- (VIII) or better by A.M. Best Company or an equivalent rating by another similarly recognized insurance rating agency. Contractor shall present to Company a certificate of insurance confirming coverage promptly following issuance by the insurers.

6. Status; Taxes.

## Consulting Agreement

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6.1 During the Term, none of the Consultant Parties shall be an employee of GENERA. Further, the Consultant Parties shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment (including, for the avoidance of doubt, any right to indemnification, severance or termination payments or benefits or any equity or equity-based compensation from GENERA) available to employees of GENERA or its affiliates. The Consultant Parties shall have no authority to act as an agent of GENERA and shall not represent the contrary to any person, *provided, however* that Consultant Parties shall be able to make day-to-day communications and guidance with GENERA-approved subcontractors (such day to day work will not include any critical decisions, signatory authority nor any monetary decisions). The Consultant Parties shall only consult, render advice, and perform such tasks as the Consultant Parties determine are necessary to achieve the results specified by GENERA. The Consultant Parties shall not direct the work of any employee of GENERA or its affiliates, make any management decisions, or undertake to commit GENERA or any affiliate thereof to any course of action in relation to third persons. Nothing herein shall be construed to deem the parties hereto as partners or joint venturers, either as agent of the other, or create an employee/employer relationship between GENERA (or any affiliate thereof) and any employee or service provider of Consultant, including, without limitation, the Authorized Agent. By virtue of the relationship described herein, the Consultant Parties' relationship to GENERA shall be only that of independent contractor.

6.2 It is intended that the fees paid hereunder shall constitute revenues to Consultant. To the extent consistent with applicable law, GENERA will not withhold any amounts therefrom as federal income tax withholding from wages or as contributions under the Federal Insurance Contributions Act or any other state or federal laws. Consultant shall be solely responsible for the withholdings and/or payment of any federal income or payroll taxes, with respect to Consultant's employees and shall hold GENERA Indemnitees harmless from any liability arising from the failure to withhold such amounts.

## 7. Compliance with the Laws

7.1 Consultant hereby acknowledge that they have knowledge and shall strictly comply with all applicable laws, regulations and policies having the force of law of the country of operation and applicable foreign law, including all applicable anti-corruption, anti-bribery and anti-money laundering laws (including, but not limited to the Anticorruption Code for the New Puerto Rico (Act No. 2 of January 4, 2018, as amended, the United States Foreign Corrupt Practices Act, the UK Bribery Act, Improbability Law No. 8,429/92 and Law No. 12,846/2013) and all similar or equivalent anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws of any jurisdiction applicable to either Party (collectively, "Anti-Corruption and Sanctions Laws"). and shall protect, defend, indemnify and hold GENERA harmless from and against any and all liability, direct damages, claims, demands, proceedings, costs and expenses resulting from its own failure to comply. Consultant agree to immediately notify GENERA of any violation or potential violation of Anti-Corruption and Sanctions Laws relating to this Agreement. Consultant shall give immediate notice to GENERA, if Consultant or any of its employees or agents become subject to anti-corruption or sanctions investigation, or of any material tax disputes with any Governmental Body of Puerto Rico, or of any investigation related to corruption or public funds regardless of location. Consultant acknowledge and agrees that it shall be subject to Title III of Act 2, known as the Code of Ethics for Subcontractors, Supplier and Applicants for Economic Incentives of the Government of Puerto Rico.

7.2 Consultant agrees that it shall not accept, offer, give, promise or authorize any payment, gift or anything of value, either directly or indirectly through any third party, to or from any Government official, political party members or private party in order to influence, expedite or reward any act from such official (or his agency), political party or private party, in order for an official act not to be performed, to be omitted or delayed; or in order to obtain any improper advantage to their business.

## Consulting Agreement

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7.3 For the avoidance of doubt, neither the Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the Consultant's compensation under the contract to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract. To the best knowledge of the signatory (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with Consultant, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit). Neither the Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of the proposed contract and the Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7.4 Consultant further represents that no Government official is a principal, owner, officer, employee or agent of the Parties, and that no government official has any direct or indirect interest in the business of the Parties.

7.5 In the event of any breach by Consultant of any of its representations, warranties or covenants contained in this section 7, GENERA may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity.

7.6 The Consultant represents, warrants, certifies, and agrees that the business standards and practices to be adopted by the Consultant under this Agreement shall be at all times ethical and consistent with accepted, good and prudent business standards in North America.

7.7 Consultant shall perform its obligations under this Agreement in compliance at all times with (i) all Applicable Laws and regulations, (ii) prudent industry practice, (iii) applicable equipment manufacturer and Genera's specifications, and (iv) Genera's Code of Business Conduct. In addition, Consultant shall complete all requested Compliance training and certifications, Commonwealth Certifications (Exhibit B), Sworn Statement (Exhibit C), and Anti-Corruption Certification (Exhibit D) and/or training and certifications covering specific topics, such as Anti-Bribery and Corruption.

7.8 Consultant agrees to perform the Services in accordance with the health, safety and environmental rules and standards of applicable law, good or best industry practices, all applicable health, safety and environmental plans, and the applicable terms of the Consent Decree between the Puerto Rico Electric Power Authority and the United States of America, as entered by the United States District Court for the District of Puerto Rico on March 19, 1999 in Civil Action No. 93-2527(CCC) (the "Consent Decree"), as modified on September 9, 2004, and Consultant shall assume all costs associated with compliance therewith. Consultant acknowledges that it has received a copy of the Consent Decree.

7.9 Consultant has not made, given, offered, authorized, or promised to make, give, offer or authorize and Prohibited Payment.

7.10 The Consultant has neither engaged, nor will engage, in a Prohibited Transaction.

## Consulting Agreement

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7.11 Neither the Consultant's owners nor any family members are currently a Government Official or a Designated Person. If the Consultant's owners or any of their family members become a Government Official during the term of this Agreement, the Consultant shall notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.12 No Government Official or Designated Person is associated with, or presently owns an interest in, whether direct or indirect, in the Consultant or the services to be provided by such Consultant, or has any legal or beneficial interest in the transactions or arrangements contemplated to be entered into by such Consultant pursuant to this Agreement. If the Consultant becomes aware or has knowledge that a Government Official or Designated Person obtains such an interest, the Consultant shall promptly notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.13 The Consultant shall not, directly or indirectly, do not, make, promise, or authorize the making of a Prohibited Payment or engage in a Prohibited Transaction.

7.14 If GENERA reimburses the Consultant for any third-party expenses incurred on GENERA's behalf, GENERA shall only reimburse for expenses supported by actual accurate and reasonably detailed third-party invoices and for such expenses or costs incurred by Consultant.

7.15 The Consultant shall promptly provide GENERA with actual and accurate invoices for any fees or other expenses (including gifts and entertainment) paid by such Consultant to Government Officials or any governmental body, agency or instrumentality in connection with the Project. Such invoices include the appropriate back-up support for such expenses including receipts or other appropriate support, and shall be accompanied by a written statement explaining its purpose and detailing, to GENERA's satisfaction, (i) the type of each gift or entertainment (i.e., business meal, wine bottle, etc.); (ii) the amount of each gift or entertainment; (iii) the date of each gift or entertainment; (iv) the identity of each recipient (including name, title, and employer) of the gift or entertainment.

7.16 The Consultant shall maintain books and records in reasonable detail that fairly and accurately reflect all transactions relating to this Agreement and to retain those books and records for at least five years after the date this Agreement is terminated or expires. For purposes of reasonably ensuring compliance with the provisions of this Section the Consultant shall, upon notice by GENERA, provide GENERA with access to its personnel and to the facilities, warehouses and offices serving the operations and activities carried out by the Consultant pursuant to this Agreement, and the books, records and other information relating to such operations and activities. GENERA shall have the right to audit and review such records to ensure compliance with the representations in this Section, and that the scope of such audit or review shall be determined in the sole discretion of GENERA.

7.17 The Consultant shall promptly comply with reasonable information requests by GENERA with regard to due diligence by GENERA in respect of the compliance obligations of the first Party under this Section.

7.18 Upon request by GENERA, and no less frequently than annually, the Consultant shall provide GENERA written confirmation of its compliance with this Section. If so required, the Consultant shall re-certify its compliance in writing with this Section as a condition of GENERA's obligation to pay any amounts the Parties mutually agree is due under this Agreement or any other agreement between the Parties.

7.19 The Consultant shall not engage any subcontractors, agents, or intermediaries in connection with this Agreement or any other business transactions involving GENERA without GENERA's



## Consulting Agreement

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express written consent. GENERA, in its sole discretion, reserves the right to refuse to have any person or entity performing services under this Agreement other than the Consultant.

7.20 Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights or remedies GENERA may have hereunder or at law (including, as applicable, the right to damages for breach of contract), GENERA may immediately terminate this Agreement if the Consultant or their Representatives fail to comply with, breaches (or is alleged by a governmental entity of competent jurisdiction to have breached or failed to comply with) any of the provisions of this Section, or GENERA believes in good faith that any of the provisions of this Section have not been complied with or fulfilled by the Consultant in any material respect. Notwithstanding Section 5.3, in the event of any such termination, in addition to any other rights granted under this Agreement or at law or equity: (i) GENERA shall have a cause of action against the Consultant for the amount of any monetary payment or thing of value made or given by the Consultant in breach of any of the provisions of this Section, (ii) all obligations by GENERA to pay the Consultant pursuant to this Agreement shall immediately cease, and (iii) the Consultant shall immediately return to GENERA all payments made by GENERA pursuant to this Agreement with respect to any transaction in which there was a violation of any of the provisions of this Section.

7.21 The Consultant and its Representatives shall cooperate with GENERA in all respects in carrying out the intent and purposes set forth herein, including answering promptly in reasonable detail all written inquiries and communications in connection with this Agreement. If GENERA is required by any United States governmental agency to disclose any information furnished by the Consultant, GENERA shall be permitted to do so.

7.22 For purposes of this Section:

“Designated Person” means (i) any Person that appears on any list issued by the United States, the European Union, the World Bank, the United Nations or other international organization with respect to money laundering, corruption, terrorism financing, drug trafficking, economic or financial sanctions, trade or arms embargoes or other related illicit activity, (ii) any Person operating, organized, or resident in a Sanctioned Country, or (iii) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (i) or (ii).

“Government Official” means any officer or employee of a government, or of any department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of any government, including any government-owned business, or a public international organization, or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

“Person” shall mean any individual, natural person, corporation (including any non-profit corporation), unlimited liability corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

The term “Private Party” includes:

(a) any non-governmental entity or person;

(b) any person acting on behalf of a non-governmental entity or person; and  
 (c) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, including relatives.

“Prohibited Transaction” means any of the following types of conduct or transaction: (a) drug trafficking, (b) fraud involving, or bribery of, a Government Official, (c) engaging or becoming involved in, financing or supporting (financially or otherwise), sponsoring, facilitating or giving aid to any terrorist person, activity or organization, (d) participating in any unauthorized transaction or otherwise conducting unlicensed business with a Designated Person and (e) any other conduct involving receiving, transferring, transporting, retaining, using, structuring, diverting or hiding the proceeds of any criminal activity whatsoever.

“Prohibited Payment” means the payment of any money, commission, reward, gift, hospitality, entertainment, inducement (including any facilitation payments or anything else of value, directly or indirectly, to: (a) any Government Official; (b) any person acting for or on behalf of any Government Official; or (c) any other person; for the purpose of obtaining or retaining business or favorable governmental action or to otherwise secure any improper advantage.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States, the European Union, the World Bank, or the United Nations. As of the date of this Agreement, the term “Sanctioned Country” includes the Crimea, Luhansk, and Donetsk regions of Ukraine, Cuba, Iran, North Korea, and Syria.

#### 8. Commonwealth of Puerto Rico Requirements.

8.1 As required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, Act No. 42 of January 21, 2018 of the Legislative Assembly, enacted on February 10, 2018, and any other Applicable Law, Consultant shall use commercially reasonable efforts to (1) use, goods and services extracted, produced, assembled, packaged, bottled, distributed, as applicable in the Commonwealth of Puerto Rico (“the Commonwealth”) by businesses, municipalities and consortiums operating in or established by the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico, and (2) utilize a company that has a significant presence in the Commonwealth of Puerto Rico.

#### 9. Equal Opportunity and Affirmative Action.

The Parties hereby acknowledge that they are equal opportunity employers and shall strictly comply with all applicable laws, regulations and policies related to non-discrimination. Consultant shall, and shall cause its subcontractors (if any) to, abide by the requirements of 41 CFR Part 60-1-.4(a)60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Failure to abide by this paragraph will be treated as a breach of the terms of the Agreement.

## Consulting Agreement

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10. Miscellaneous.

10.1 This Agreement (together with any exhibits or schedules attached hereto) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.

10.2 GENERA may assign its rights and delegate its obligations under this Agreement to any affiliate or successor-in-interest to its business, except such assignment shall not relieve GENERA of any of its duties or obligations under this Agreement without Consultant's consent. Consultant acknowledges and agrees that it may not subcontract or otherwise delegate its obligations under this Agreement without GENERA's prior written approval, nor may Consultant assign this Agreement without GENERA's prior written consent. This Agreement will be for the benefit of GENERA's successors and assigns. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

10.3 This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Consultant hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Puerto Rico, or, at the option of GENERA in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which GENERA at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Consultant waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding. If Consultant and GENERA, acting in good faith, are unable to settle a dispute under the Agreement within thirty (30) days after written notice of such dispute from the Party claiming such dispute, the Parties agree to submit the matter to arbitration to be resolved pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association, using one (1) arbitrator, and with such arbitration proceedings shall take place in in the city of San Juan, in the Commonwealth of Puerto Rico. The state and federal courts located in the city of San Juan, Puerto Rico shall be the exclusive forum for enforcing this arbitration clause and reviewing and enforcing the arbitration award. The prevailing Party to any arbitration and/or other proceedings shall be reimbursed by the other Party for its costs and fees, including reasonable attorneys' fees and expert witness fees within thirty (30) days after receipt of invoice from prevailing Party.

10.4 The provisions set forth in Sections: 1.2, 1.3, 4, 5.1, 5.2, 5.3, 5.4, 5.5, 6, 7, 10.2, 10.3, and 10.5 shall survive any expiration or termination of this Agreement.

10.5 Consultant acknowledges that damages for any breach of Sections 4, 5.1, or 5.2 of this Agreement will be difficult to determine and inadequate to remedy the harm which may be caused, and Consultant therefore consents that the obligations and restrictions contained in any such Section may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or in equity. Should any court or tribunal decline to enforce any provisions of Sections 4, 5.1, or 5.2 on the basis that such provisions are overly restrictive of the activities of Consultant as to time, scope, or geography, such provisions shall be deemed to be modified to restrict Consultant's activities to the maximum extent of time, scope, and geography which such court or tribunal shall find enforceable, and such provisions shall be enforced.

[signatures on the following page.]



Consulting Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

*Brannen McElmurray*

GENERA PR LLC

Name: Brannen McElmurray

Title: Authorized Signatory

Date: 3/24/2023

DocuSigned by:  
*John Prado*  
29006313E481443...

MIB Energy PR LLC

Name: John Prado

Title: Authorized Signatory

3/27/2023  
Date: \_\_\_\_\_

## EXHIBIT A

### Description of Services

For purposes of the Consulting Agreement by and between MIB Energy PR LLC (the “Consultant”) and GENERA PR LLC (“GENERA”), dated March 20, 2023 (the “Agreement”), the following shall constitute the “Services” thereunder:

- Oversee the safe and responsible operations of the fleet
- Ensure safety, environmental, financial and reliability targets are exceeded
- Oversee the preparation of the annual operating budget of plant portfolio to include all regulatory requirements, maintenance activities, spare parts, capital expenditures, HSSEQ and personnel
- Optimize plant portfolio performance through appropriate utilization of manpower, equipment, supplies and external support
- Develop a long-term operational strategy for current and future assets
- Resolve conflicts and disputes arising from the existing operational agreements
- Oversee plant portfolio upgrades and enhancements that would improve the reliability, performance, safety, or environmental readiness of the plant. The recommendations should include a cost benefit analysis
- Oversee the planning and implementation of preventative maintenance and outage activities. Provide outage reports to for management, summarizing significant events of the outage
- Oversee the design and development of fundamental O&M training programs
- Implementation of programs and activities that provide a work environment that promotes effective goal accomplishment, productivity, and morale
- Assistance in development a long-term strategy for a Remote Monitoring & Diagnostic Center in Houston
- Perform due diligence on potential assets for acquirement
- Develop and maintain a 1, 3 and 5 year operational forecast for Genera’s generating fleet
- Other responsibilities as directed by the company

GENERA may amend or modify Consultant’s Services hereunder based on mutual agreement between GENERA and Consultant.

**EXHIBIT B**  
**Commonwealth Certification**

Consultant, for itself and Parent Company (if Consultant is a partnership under the Puerto Rico Internal Revenue Code), represents that as of the Effective Date (i) neither it nor Parent Company has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (ii) it or Parent Company have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

Consultant shall deliver to GENERA prior to the Effective Date a copy of its Certificate of Incorporation, Certificate of Organization and Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable.

Consultant shall also obtain and deliver to GENERA, in each case dated no earlier than sixty (60) days prior to the Effective Date, the following:

- (i) a copy of Consultant's Merchant's Registration Certificate (Form SC 2918);
- (ii) a Certificate of Good Standing issued by the Puerto Rico Department of State;
- (iii) a certification issued by the Puerto Rico Treasury Department indicating that Consultant and Parent Company (if Consultant is a Partnership under the Puerto Rico Internal Revenue Code) do not have any debts under any concept, including income tax, with the Commonwealth (Form SC 6096);
- (iv) a Puerto Rico Sales and Use Tax Filing Certification issued by the Puerto Rico Treasury Department reflecting that Consultant has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods (Form SC 2942);
- (v) an all concepts debt certification issued by CRIM reflecting that Consultant does not owe any taxes to CRIM with respect to real or personal property; and
- (vi) a certification issued by the Puerto Rico Child Support Administration for Consultant reflecting that Consultant is in compliance with the withholdings required to be made by employers under Applicable Law.

Consultant certifies under penalty of nullity that no public servant of PREPA shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this Agreement. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Agreement. The only consideration to be received in exchange for the delivery of goods or for the work to be performed under this Agreement is the agreed-upon price that has been negotiated with Company or its Representatives.

## Consulting Agreement

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Consultant attests that (i) no representative of Consultant, directly or indirectly, to Consultant's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement or agreed to receive funds for contracting rights, other than that which is expressly set forth in this Agreement and (ii) it has complied and is in compliance with the provisions of the Public-Private Partnerships Authority's Ethical Guidelines.

Neither Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of Consultant's compensation under the Agreement to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of this Agreement.

To Consultant's best knowledge (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of this Agreement, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with this Agreement (such as the execution of a subcontract with Consultant, beneficial treatment under the [contract], or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

Neither Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractor, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of this Agreement, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of this Agreement and Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

By:  \_\_\_\_\_  
29008313E481443...

Name: John Prado

Title: Authorized Signatory

**EXHIBIT C**

**Sworn Statement**

I, John Prado, of legal age, and married, 55 years old and resident of Florida hereby solemnly swear:

1. That my personal status is the one stated above.
2. That I have been not been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
3. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Consultant's agreement with Genera PR LLC while working for the Government of Puerto Rico.
4. That I do not have any conflicts of interest in performing the work contemplated under this Agreement.
5. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in FLORIDA, this 22 day of JULY, 2023.

By:



Name: John Prado

Title: Authorized Signatory

Affidavit No. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, of the personal circumstances stated above, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_; who is personally known to me or whom I have identified pursuant the following form of identification: \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEE ATTACHED ADDENDUM →





Document Name: SWORN STATEMENT

State of Florida Jurat Notary Certificate

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed by personally appearing before me by physical presence this 22 day of JULY, 2023, by, JOHN FRANCIS PRADO (name of person making statement).



Luis Rivera  
(Signature of notary public)

Luis Rivera  
(Name of notary public)

My commission expires: MARCH 30, 2024

Official Seal

Personally known OR

Produced identification X Type of identification produced: FLORIDA DRIVERS LICENSE


Consulting Agreement

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## EXHIBIT D

### Anti-Corruption Certification

We certify under penalty of nullity that no public servant of The Puerto Rico Power Authority shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for the O&M Services provided is the agreed-upon price that has been negotiated with The Puerto Rico Power Authority or its representatives. The total amount shown on this invoice is true and correct. The O&M Services have been rendered, and no payment has been received. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Puerto Rico Thermal Generation Operation and Maintenance Agreement dated 3/27/2023.

By:  \_\_\_\_\_  
29008313E481443...

Name: John Prado

Title: Authorized Signatory

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “Agreement”) is made as of February 6, 2023 (the “Effective Date”), by and between Ronald Lewis (the “Consultant”) and Genera PR LLC (“GENERA”).

### RECITALS

**WHEREAS**, GENERA desires that Consultant provide GENERA with the services described on Exhibit A hereto (the “Services”); and

**WHEREAS**, Consultant, in consideration of the payment by GENERA of the Consultant Fee (as defined below), is willing to provide such Services.

**NOW, THEREFORE**, Consultant and GENERA agree that the following terms and conditions will govern the provision by Consultant to GENERA of the Services described in this Agreement.

### AGREEMENT

#### 1. Term; Termination.

1.1 This Agreement shall commence on the Effective Date and shall terminate on the earlier of: (a) August 5, 2023; and (b) an earlier date on which this Agreement is terminated in accordance with Section 1.2 or 1.3 (the period from and after the Effective Date through the earlier of (a) or (b), the “Term”). After its expiration, the Term may only be extended by mutual agreement of the parties.

1.2 At any time during the Term, GENERA may terminate this Agreement in its discretion upon ten (10) days’ notice to Consultant. If notice of termination is given (other than for default as provided under 1.3 or 1.4 below), GENERA shall be required to pay to Consultant an amount equal to: (a) the Consultant Fee (as defined in 3.1 below) in respect of previously completed months for which Consultant has not yet been paid; and (b) the Consultant Fee for the month of termination multiplied by a fraction, the numerator of which is the number of days in the month of termination that shall have elapsed through the termination date and the denominator of which is the number of days in the month of termination.

1.3 Either party may terminate this Agreement in the event that the other party has materially defaulted in the performance of its obligations hereunder and such default is not cured within three (3) days of the defaulting party’s receipt of written notice of such default.

1.4 Notwithstanding anything to the contrary in this Agreement, GENERA may terminate this Agreement without prior notice if Consultant breaches Section 7 of this Agreement.

#### 2. Services;

2.1 Consultant agrees to provide GENERA with Services during the Term (as defined below), as may reasonably be requested from time to time by GENERA in connection with its business activities.



## Consulting Agreement

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2.2 Consultant agrees that it will not provide the Services to any other person or entity during the Term.

### 3. Consultant Fee; Expenses; Consultant Acknowledgement.

3.1 Consultant Fee. GENERA agrees to pay Consultant a fee at the weekly rate of USD\$11,000 (“Consultant Fee”). The Consultant Fee will be payable once per month, in arrears, by check or wire, and Consultant shall send GENERA an invoice each month for Services rendered in respect of the Consultant Fee for such month.

3.2 Expenses. GENERA shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred by it, which are directly related to the provision of the Services; provided, however, that all such expenses shall be evidenced by written receipts and submitted to GENERA in writing and comply with GENERA policy.

3.3 Consultant Acknowledgements. Consultant acknowledges and agrees that Consultant shall not be entitled to any equity interest, profits interest or other interest in GENERA or any of its affiliates, including any fund, account or business managed by any of them, except as expressly set forth in a writing signed by GENERA. Notwithstanding anything to the contrary, Consultant acknowledges and agrees that the Consultant Fee shall constitute full and complete compensation for any Services rendered hereunder.

### 4. Confidentiality; Intellectual Property.

4.1 Consultant agrees not to disclose any Confidential Information (as hereinafter defined) to any third party. “Confidential Information” means (in addition to any definition given to that term in a confidentiality undertaking between GENERA or any affiliate thereof and Consultant and/or any of its permitted agents (collectively, the “Consultant Parties”)) any information obtained by Consultant Parties from, or disclosed to Consultant Parties by, GENERA or its affiliates pursuant to this Agreement relating to the business and investment activities of GENERA and/or its various affiliates and subsidiaries. The term Confidential Information shall also include the fact that the Confidential Information has been made available to Consultant Parties or that Consultant Parties has inspected any portion of the Confidential Information, the fact that discussions with respect to any Services are taking place or other facts with respect to these discussions, including the status thereof, the terms and conditions of this Agreement, and corporate information of GENERA and/or its affiliates (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, products, market data and methods financial reports or other information (including, but not limited to, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports, accounts payable reports, and asset holdings)). Notwithstanding the foregoing, Confidential Information does not include information which Consultant can prove by documentary evidence (i) is or has become generally available to the public other than by unauthorized disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source that to the Consultant’s knowledge, after due inquiry, is entitled to disclose the same or (iii) is required by law or court order to be disclosed. As a condition of retention, Consultant and any of its permitted agents likewise will be required to sign a confidentiality and proprietary rights agreement, in a form acceptable to GENERA, and such agreement shall remain in full force and effect after it is executed and following termination of the Term for any reason.

4.2 Nothing in this Agreement shall be construed to (i) prohibit Consultant Parties from lawfully making reports to or communicating with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules

## Consulting Agreement

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promulgated under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation, (ii) require notification or prior approval by GENERA of any reporting described in clause (i) hereof, or (iii) limit Consultant Parties' right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information, provided that such disclosure is (i) (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information to Consultant Parties' attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that Consultant Parties (i) file any document containing the trade secret or other Confidential Information under seal and (ii) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

4.3 Consultant agrees that this engagement is a "work-for-hire" and GENERA is the exclusive owner of any business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing, business processes associated with GENERA's systems or other work products, deliverables and other intellectual property developed by Consultant Parties during the Term of this Agreement that are in the scope of, or otherwise related to the business of GENERA or its affiliates. Whenever requested to do so by GENERA, Consultant shall execute any and all applications, assignments, or other instruments that GENERA deems necessary to apply for and obtain patents or copyrights or otherwise protect GENERA's interest therein. Such obligations shall continue beyond the termination of this Agreement with respect to business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing or other work products developed, conceived or made by Consultant Parties during the Term of this Agreement. Further, Consultant agrees that such obligation will be binding on Consultant's permitted assigns, executors, administrators and other legal representatives (including, for the avoidance of doubt, the Consultant Parties).

5. Covenants; Insurance; Indemnity.

5.1 The Consultant Parties shall not, directly or indirectly, without prior written consent of GENERA, during the Term hereunder, provide consultative services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly competes with GENERA or any of its affiliates.

5.2 The Consultant Parties agree that it shall not, directly or indirectly, without the prior written consent of GENERA, during the Term and for one (1) year thereafter, solicit, encourage, entice, or induce to leave the employment of GENERA or its affiliates, any employee thereof (or knowingly assist any other person in so soliciting, encouraging, enticing or inducing), or hire any person who has left the employment of GENERA or its affiliates during the immediately preceding one (1) year period without the prior written consent of GENERA.

5.3 Consultant represents and warrants that at all times during the Term it will carry (at its sole expense) any and all insurance which it may be required to carry by applicable law including but not limited to workers' compensation.

5.4 Consultant shall indemnify and hold harmless GENERA and its partners, shareholders, officers, directors, employees, subsidiaries, affiliates, agents, representatives, attorneys, successors and assigns, and each of them (each a "GENERA Indemnitee" and collectively, the "GENERA

## Consulting Agreement

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Indemnitees”) from and against any and all losses, expenses, claims, threatened claims, costs (including, but not limited to, reasonable attorneys’ fees), damages, and liabilities (including, but not limited to, payroll taxes, penalties, or interest) (“Claims”) arising out of (i) any breach of this Agreement by Consultant Parties (including but not limited to any breach of the representations and warranties set forth in this Agreement); (ii) the Consultant Parties’ negligence or intentional misconduct; (iii) any action and/or inaction of Consultant Parties; or (iv) any assertion that any of the Consultant Parties is not an independent contractor with respect to GENERA. Without limiting the foregoing, Consultant acknowledges that each GENERA Indemnatee shall have no liability whatsoever with respect to any action or inaction of Consultant Parties. Consultant’s obligations under this Section 5.4 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a GENERA Indemnatee in connection with the defense against and settlement of any Claim.

## 6. Status; Taxes.

6.1 During the Term, none of the Consultant Parties shall be an employee of GENERA. Further, the Consultant Parties shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment (including, for the avoidance of doubt, any right to indemnification, severance or termination payments or benefits or any equity or equity-based compensation from GENERA) available to employees of GENERA or its affiliates. The Consultant Parties shall have no authority to act as an agent of GENERA and shall not represent the contrary to any person. The Consultant Parties shall only consult, render advice, and perform such tasks as the Consultant Parties determine are necessary to achieve the results specified by GENERA. The Consultant Parties shall not direct the work of any employee of GENERA or its affiliates, make any management decisions, or undertake to commit GENERA or any affiliate thereof to any course of action in relation to third persons. Nothing herein shall be construed to deem the parties hereto as partners or joint venturers, either as agent of the other, or create an employee/employer relationship between GENERA (or any affiliate thereof) and any employee or service provider of Consultant. By virtue of the relationship described herein, the Consultant Parties’ relationship to GENERA shall be only that of independent contractor.

6.2 It is intended that the fees paid hereunder shall constitute revenues to Consultant. To the extent consistent with applicable law, GENERA will not withhold any amounts therefrom as federal income tax withholding from wages or as contributions under the Federal Insurance Contributions Act or any other state or federal laws. Consultant shall be solely responsible for the withholdings and/or payment of any federal, state or local income or payroll taxes and shall hold GENERA Indemnitees harmless from any liability arising from the failure to withhold such amounts.

## 7. Business Standards and Practices

7.1 Consultant represents, warrants, certifies, and agrees that the business standards and practices to be adopted by Consultant in relation to the Services shall be at all times ethical and consistent with accepted, good and prudent business standards in North America for projects of a similar nature.

7.2 Consultant represents, warrants, certifies, and agrees that it has, from the date of this Agreement and at the time of execution of this Agreement, and Consultant shall perform its obligations under this Agreement in compliance at all times with, (i) all Applicable Laws and regulations, including without limitation all applicable anti-corruption laws and trade control regulations, (ii) GENERA’s Code of Business Conduct, <https://ir.newfortressenergy.com/static-files/b6b2635e-01ab-4e43-bb9c-e811332cb9ff> and Anti-Corruption Policy; and (iii) the Consultant’s policies as are in effect from time to time, which shall be provided to GENERA upon request. In addition, Consultant shall complete all requested training and

## Consulting Agreement

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certifications pertaining to GENERA's Code of Business Conduct, and/or training and certifications covering specific topics, such as Anti-Bribery and Corruption.

7.3 In connection with this Agreement, Consultant and its affiliates and their shareholders, directors, officers, employees, agents, independent contractors, and any other person acting on behalf of any of them will comply with all applicable anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws, including but not limited to the (i) U.S. Foreign Corrupt Practices Act of 1977, as amended; (ii) the UK Bribery Act 2010; and (iii) all similar or equivalent anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws of any jurisdiction applicable to either Party (collectively, "Anti-Corruption Laws"). Consultant agrees to immediately notify GENERA of any violation or potential violation of Anti-Corruption Laws by Consultant or its affiliates.

7.4 Neither Consultant nor its affiliates nor any of its and their nor any of its officers, directors, employees, shareholders, agents, independent contractors, subcontractors or other representatives working for or on behalf of any of the foregoing (collectively, "Representatives") are a Government Official. Neither have Consultant nor its affiliates nor their Representatives made, given, offered, authorized, or promised to make, give, offer or authorize the payment of any money, commission, reward, gift, hospitality, entertainment, inducement (including any facilitation payments or anything else of value, directly or indirectly, to: (a) any Government Official; (b) any person acting for or on behalf of any Government Official; OR (c) any other person; for the purpose of obtaining or retaining business or favorable governmental action or to otherwise secure any improper advantage (a "Prohibited Payment").

7.5 Neither Consultant or its affiliates nor any of their Representatives working for or on behalf of any of the foregoing have engaged, or will engage, in a Prohibited Transaction.

7.6 Neither Consultant nor any of their Representatives (including any of their respective family members) are currently a Government Official or a Designated Person. If Consultant or any of its Representatives (including any of their respective family members) becomes a Government Official during the term of this Agreement, Consultant shall notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.7 No Government Official or Designated Person is associated with, or presently owns an interest in, whether direct or indirect, Consultant or the services to be provided by such Consultant, or has any legal or beneficial interest in the transactions or arrangements contemplated to be entered into by such Consultant pursuant to this Agreement. If Consultant or any of its Representatives becomes aware or has knowledge that a Government Official or Designated Person obtains such an interest, Consultant shall promptly notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.8 Consultant shall not, and shall take all reasonable steps to ensure that each of its Representatives, directly or indirectly, do not, make, promise, or authorize the making of a Prohibited Payment or engage in a Prohibited Transaction.

7.9 If GENERA reimburses Consultant for any third-party expenses incurred on GENERA's behalf, GENERA shall only reimburse for expenses supported by actual accurate and reasonably detailed third-party invoices.

7.10 Consultant shall promptly provide GENERA with actual and accurate invoices for any fees or other expenses (including gifts and entertainment) paid by such Consultant or by any of its Representatives to Government Officials or any governmental body, agency or instrumentality in

## Consulting Agreement

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connection with the Project. Such invoices include the appropriate back-up support for such expenses including receipts or other appropriate support, and shall be accompanied by a written statement explaining its purpose and detailing, to GENERA's satisfaction, (i) the type of each gift or entertainment (i.e., business meal, wine bottle, etc.); (ii) the amount of each gift or entertainment; (iii) the date of each gift or entertainment; (iv) the identity of each recipient (including name, title, and employer) of the gift or entertainment.

7.11 Consultant shall maintain books and records in reasonable detail that fairly and accurately reflect all transactions relating to this Agreement and to retain those books and records for at least five years after the date this Agreement is terminated or expires. For purposes of reasonably ensuring compliance with the provisions of this Section 7, Consultant shall, upon notice by GENERA, provide GENERA with access to its personnel and to the facilities, warehouses and offices serving the operations and activities carried out by Consultant pursuant to this Agreement, and the books, records and other information relating to such operations and activities. GENERA shall have the right to audit and review such records to ensure compliance with the representations in this Section 7, and that the scope of such audit or review shall be determined in the sole discretion of GENERA.

7.12 Consultant shall promptly comply with reasonable information requests by GENERA with regard to due diligence by GENERA in respect of the compliance obligations of the first Party under this Section 7.

7.13 Upon request by GENERA, and no less frequently than annually, Consultant shall provide GENERA written confirmation of its compliance with this Section 7. Consultant shall re-certify its compliance in writing with this Section 7 as a condition of GENERA's obligation to pay any fee or payment the Parties mutually agree is due under this or any other agreement between the Parties.

7.14 Prior to engaging any subcontractors, Consultant, agents, or any other persons or entities it may engage in connection with this Agreement or any other business transactions involving GENERA, Consultant will first notify GENERA in writing and provide all requested information on the persons or entities it engages. Consultant will: (i) conduct appropriate due diligence prior to appointing or engaging such subcontractors, Consultant, agents, or any other persons or entities to ensure that they are duly qualified to perform the tasks for which they have been engaged and that they are of good reputation, and (ii) cause all such subcontractors, Consultant, agents, or any other persons or entities to agree, in writing, to compliance with the Anti-Corruption Laws and to audit and inspection provisions substantially equivalent to those set forth in this Clause 7; such that both GENERA and Consultant shall each have the same rights with respect to any (including without limitation the same rights of inspection and audit with respect to the books and records of that subcontractor, consultant, agent, or any other person or entity) that GENERA has with respect to Consultant under this Agreement. GENERA, in its sole discretion, reserves the right to refuse to have any person or entity performing services under this Agreement other than Consultant.

7.15 Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights or remedies GENERA may have hereunder or at law (including, as applicable, the right to damages for breach of contract), GENERA may immediately terminate this Agreement if Consultant or its Representatives fail to comply with, breaches (or is alleged by a governmental entity of competent jurisdiction to have breached or failed to comply with) any of the provisions of this Section 7, or GENERA believes in good faith that any of the provisions of this Section 7 have not been complied with or fulfilled by Consultant in any material respect. In the event of any such termination, in addition to any other rights granted under this Agreement or at law or equity: (i) GENERA shall have a cause of action against Consultant for the amount of any monetary payment or thing of value made or given by Consultant in breach of any of the provisions of Section 7, (ii) all obligations by GENERA to pay Consultant pursuant to

## Consulting Agreement

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this Agreement shall immediately cease, and (iii) Consultant shall immediately return to GENERA all payments made by GENERA pursuant to this Agreement with respect to any transaction in which there was a violation of any of the provisions of this Section 7.

7.16 Consultant and its Representatives shall cooperate with GENERA in all respects in carrying out the intent and purposes set forth herein, including answering promptly in reasonable detail all written inquiries and communications in connection with this Agreement. If GENERA is required by any United States governmental agency to disclose any information furnished by Consultant, GENERA shall be permitted to do so.

7.17 GENERA is currently evaluating Consultant's practices and operations to assess its compliance with the applicable Anti-Corruption Laws and GENERA's standard background checks. This Agreement is conditioned on GENERA's satisfaction, in its sole discretion, that Consultant is in compliance with the applicable Anti-Corruption Laws and satisfies GENERA's background checks. Notwithstanding anything to the contrary in this Agreement, if at any time GENERA is not satisfied for any reason with the results of its evaluation of Consultant's practices and operations, GENERA may terminate this Agreement immediately upon notice to Consultant.

7.18 For purposes of this Section 7:

"Applicable Laws" means all statutes, laws (including all federal and state securities laws), ordinances, codes, regulations, rules or requirements of any government, governmental authority, regulatory agency or self-regulatory body (including the Financial Industry Regulatory Authority) or exchange wherever located with jurisdiction over (x) either of the Parties or any of their respective businesses, properties and assets, (y) any Person who is the subject of any aspect of the Project and such Person's business, properties and assets, or (z) the Parties, including licensing, registration, securities, tax, currency, or capital laws and regulations..

"Designated Person" means (i) any Person that appears on any list issued by the United States, the European Union, the World Bank, the United Nations or other international organization with respect to money laundering, corruption, terrorism financing, drug trafficking, economic or financial sanctions, trade or arms embargoes or other related illicit activity, (ii) any Person operating, organized, or resident in a Sanctioned Country, or (iii) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (i) or (ii)..

"Government Official" means any officer or employee of a government, or of any department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of any government, including any government-owned business, or a public international organization, or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

"Person" shall mean any individual, natural person, corporation (including any non-profit corporation), unlimited liability corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

"Prohibited Transaction" means any of the following types of conduct or transaction: (a) drug trafficking, (b) fraud involving, or bribery of, a Government Official, (c) engaging or becoming involved in, financing or supporting (financially or otherwise), sponsoring, facilitating or giving aid to any terrorist person, activity or organization, (d) participating in any unauthorized transaction or otherwise conducting unlicensed

## Consulting Agreement

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business with a Designated Person and (e) any other conduct involving receiving, transferring, transporting, retaining, using, structuring, diverting or hiding the proceeds of any criminal activity whatsoever.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States, the European Union, the World Bank, or the United Nations. As of the date of this Agreement, the term “Sanctioned Country” includes Crimea, Cuba, Iran, North Korea, and Syria.

8. Miscellaneous.

8.1 This Agreement (together with any exhibits or schedules attached hereto) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.

8.2 GENERA may assign its rights and delegate its obligations under this Agreement to any affiliate or successor-in-interest to its business, except such assignment shall not relieve GENERA of any of its duties or obligations under this Agreement without Consultant’s consent. Consultant acknowledges and agrees that it may not subcontract or otherwise delegate its obligations under this Agreement without GENERA’s prior written approval, nor may Consultant assign this Agreement without GENERA’s prior written consent. This Agreement will be for the benefit of GENERA’s successors and assigns. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

8.3 This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Consultant hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within New York County, New York, or, at the option of GENERA in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which GENERA at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Consultant waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.

8.4 The provisions set forth in Sections 1.2, 1.3, 4, 5.1, 5.2, 5.4, 6, 7, 8.2, 8.3, and 8.5 shall survive any expiration or termination of this Agreement.

8.5 Consultant acknowledges that damages for any breach of Sections 4, 5.1, or 5.2 of this Agreement will be difficult to determine and inadequate to remedy the harm which may be caused, and Consultant therefore consents that the obligations and restrictions contained in any such Section may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or in equity. Should any court or tribunal decline to enforce any provisions of Sections 4, 5.1, or 5.2 on the basis that such provisions are overly restrictive of the activities of Consultant as to time, scope, or geography, such provisions shall be deemed to be modified to restrict Consultant’s activities to the maximum extent of time, scope, and geography which such court or tribunal shall find enforceable, and such provisions shall be enforced.

Consulting Agreement

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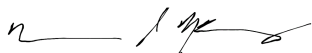
[signatures on the following page.]



Consulting Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

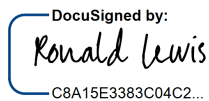


GENERA PR LLC:

Name: Brannen McElmurray

Title: Authorized Signatory

Date: 2/11/2023

DocuSigned by:  
  
C8A15E3383C04C2...

Ronald Lewis

Name: Ronald Lewis

Title: Consultant

Date: 3/1/2023

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**EXHIBIT A**

Description of Services

For purposes of the Consulting Agreement by and between Ronald Lewis (the “Consultant”) and GENERA PR LLC (“GENERA”), dated February 6, 2023 (the “Agreement”), the following shall constitute the “Services” thereunder:

- Assisting to establish all GENERA finance back-office support functions to be able to operate consistent with the terms of the Operations and Management Agreement (OMA) to which GENERA is a counterparty
- Helping to implement technology applications and develop end-to-end accounting processes for GENERA, including systems and processes to allow GENERA to make/receive payments from counterparties (e.g. PREPA, Luma), as well as other tools and accounting mechanisms;
- Helping to onboard and transition oversight of GENERA accounting/back-office activities to the candidate hired as Head of Finance for GENERA
- Other activities as mutually agreed between the parties

Consultant acknowledges and agrees that GENERA reserves the right to amend or modify Consultant’s Services hereunder without any additional compensation due to Consultant or any Consultant Parties.



## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is made as of May \_\_, 2023 (the "Agreement Date"), by and between is CCG Consultants LLC (the "Consultant") and GENERA PR LLC ("GENERA").

### RECITALS

WHEREAS, GENERA desires that Consultant provide GENERA with the services described on Exhibit A hereto (the "Services"); and

WHEREAS, Consultant, in consideration of the payment by GENERA of the Consultant Fee (as defined below), is willing to provide such Services.

NOW, THEREFORE, Consultant and GENERA agree that the following terms and conditions will govern the provision by Consultant to GENERA of the Services described in this Agreement.

### AGREEMENT

#### 1. Term; Termination.

1.1 This Agreement shall commence on June 1, 2023 (the "Effective Date") and shall terminate on the earlier of: (a) December 31, 2023; and (b) an earlier date on which this Agreement is terminated in accordance with Section 1.2 or 1.3 (the period from and after the Effective Date through the earlier of (a) or (b), the "Term"). After its expiration, the Term may only be extended by mutual agreement of the parties.

1.2 At any time during the Term, GENERA may terminate this Agreement in its discretion upon ten (10) days' notice to Consultant. If notice of termination is given (other than for default as provided under 1.3 or 1.4 below), GENERA shall be required to pay to Consultant an amount equal to: (a) the Consultant Fee (as defined in 3.1 below) in respect of previously completed months for which Consultant has not yet been paid; and (b) the Consultant Fee for the month of termination multiplied by a fraction, the numerator of which is the number of days in the month of termination that shall have elapsed through the termination date and the denominator of which is the number of days in the month of termination.

1.3 Either party may terminate this Agreement in the event that the other party has materially defaulted in the performance of its obligations hereunder and such default is not cured within three (3) days of the defaulting party's receipt of written notice of such default.

1.4 Notwithstanding anything to the contrary in this Agreement, GENERA may terminate this Agreement without prior notice if Consultant breaches Section 7 of this Agreement.

#### 2. Services; Exclusivity; Location.

2.1 Consultant agrees that it will not provide the Services to any other person or entity during the Term.



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2.2 Authorized Agents. The Company and Consultant acknowledge and agree that Carlos Cases Gallardo (the "Authorized Agent") is the only agent authorized to perform the Services hereunder. In the event that Consultant desires to modify or supplement the authorized agents performing Services hereunder, such modification or supplement shall only be effective upon the written consent of the Company.

2.3 LOCATION: Consultant will primarily perform the Services from GENERA's operations in Puerto Rico.

2.4 Neither party shall be liable for delays or any failure to perform under the Agreement due to causes or any event which is reasonably unforeseen or insurmountable or outside the control of the Party which seeks to rely on such event and which renders such Party unable, wholly or in part, to comply with any one or more of its obligations herein or under the Agreement. Such events include, but shall not be limited to, the outbreak of war, hostilities, blockade, revolution, insurrections, civil commotion, riots, general, national or nationwide strikes or other labor disturbances that directly affect the Works, sabotage, lockouts, epidemics, pandemics, import or export embargoes, acts of a governmental entity or authority, Acts of God (including but not limited to earthquakes, tidal waves, or typhoons, hurricanes, windstorms, lightning or other abnormal weather conditions which prevent performance of obligations for at least three (3) consecutive Business Days), fire, explosions, or any other event or circumstance which the Parties are not reasonably able to prevent or foresee. For the avoidance of doubt, an event of force majeure shall in no event include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; labor disruptions or strikes that are specific to the Consultant or do not directly affect the Work.

3. Consultant Fee; Expenses; Consultant Acknowledgement.

3.1 Consultant Fee. GENERA agrees to pay Consultant a fee at the hourly rate of USD \$175.00, for a minimum of 30 hours a week ("Consultant Fee"). The Consultant Fee will be payable once per month, in arrears, by check or wire, and Consultant shall send GENERA an invoice each month for Services rendered in respect of the Consultant Fee for such month.

3.2 Expenses. GENERA shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred by it, which are directly related to the provision of the Services; provided, however, that all such expenses shall be evidenced by written receipts and submitted to GENERA in writing and comply with GENERA policy.

3.3 Consultant Acknowledgements. Consultant acknowledges and agrees that Consultant shall not be entitled to any equity interest, profits interest or other interest in GENERA or any of its affiliates, including any fund, account or business managed by any of them, except as expressly set forth in a writing signed by GENERA. Notwithstanding anything to the contrary, Consultant acknowledges and agrees that the Consultant Fee shall constitute full and complete compensation for any Services rendered hereunder.

4. Confidentiality; Intellectual Property.

4.1 Consultant agrees not to disclose any Confidential Information (as hereinafter defined) to any third party. "Confidential Information" means (in addition to any definition given to that term in a confidentiality undertaking between GENERA or any affiliate thereof and Consultant and/or any of its permitted agents, including, without limitation, the Authorized Agent (collectively, the "Consultant")



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Parties")) any information obtained by Consultant Parties from, or disclosed to Consultant Parties by, GENERA or its affiliates pursuant to this Agreement relating to the business and investment activities of GENERA and/or its various affiliates and subsidiaries. The term Confidential Information shall also include the fact that the Confidential Information has been made available to Consultant Parties or that Consultant Parties has inspected any portion of the Confidential Information, the fact that discussions with respect to any Services are taking place or other facts with respect to these discussions, including the status thereof, the terms and conditions of this Agreement, and corporate information of GENERA and/or its affiliates (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, products, market data and methods financial reports or other information (including, but not limited to, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports, accounts payable reports, and asset holdings)). Notwithstanding the foregoing, Confidential Information does not include information which Consultant can prove by documentary evidence (i) is or has become generally available to the public other than by unauthorized disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source that to the Consultant's knowledge, after due inquiry, is entitled to disclose the same or (iii) is required by law or court order to be disclosed. As a condition of retention, Consultant and any of its permitted agents (including, without limitation, the Authorized Agent) likewise will be required to sign a confidentiality and proprietary rights agreement, in a form acceptable to GENERA, and such agreement shall remain in full force and effect after it is executed and following termination of the Term for any reason.

4.2 Nothing in this Agreement shall be construed to (i) prohibit Consultant Parties from lawfully making reports to or communicating with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation, (ii) require notification or prior approval by GENERA of any reporting described in clause (i) hereof, or (iii) limit Consultant Parties' right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information, provided that such disclosure is (i) (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits Consultant Parties from disclosing a trade secret or other Confidential Information to Consultant Parties' attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that Consultant Parties (i) file any document containing the trade secret or other Confidential Information under seal and (ii) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

4.3 Consultant agrees that this engagement is a "work-for-hire" and GENERA is the exclusive owner of any business-related ideas, products, materials, discoveries, inventions, computer programs, research, writing, business processes associated with GENERA's systems or other work products, deliverables and other intellectual property developed by Consultant Parties during the Term of this Agreement that are in the scope of, or otherwise related to the business of GENERA or its affiliates. Whenever requested to do so by GENERA, Consultant shall execute any and all applications, assignments, or other instruments that GENERA deems necessary to apply for and obtain patents or copyrights or otherwise protect GENERA's interest therein. Such obligations shall continue beyond the termination of this Agreement with respect to business-related ideas, products, materials, discoveries, inventions,



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computer programs, research, writing or other work products developed, conceived or made by Consultant Parties during the Term of this Agreement. Further, Consultant agrees that such obligation will be binding on Consultant's permitted assigns, executors, administrators and other legal representatives (including, for the avoidance of doubt, the Consultant Parties).

5. Covenants; Insurance; Indemnity.

5.1 The Consultant Parties shall not, directly or indirectly, without prior written consent of GENERA, during the Term hereunder, provide consultative services to, own, manage, operate, join, control, be employed by, participate in, or be connected with any business, individual, partner, firm, corporation or other entity that directly or indirectly competes with GENERA or any of its affiliates; provided, however, that Consultant Parties are permitted to conduct other consulting services to Puerto Rico Electric Power Authority's hydropower assets, which are different than the Services outlined in Exhibit A.

5.2 The Consultant Parties agree that it shall not, directly or indirectly, without the prior written consent of GENERA, during the Term and for one (1) year thereafter, solicit, encourage, entice, or induce to leave the employment of GENERA or its affiliates, any employee thereof (or knowingly assist any other person in so soliciting, encouraging, enticing or inducing), or hire any person who has left the employment of GENERA or its affiliates during the immediately preceding one (1) year period without the prior written consent of GENERA.

5.3 Consultant shall indemnify and hold harmless GENERA and its partners, shareholders, officers, directors, employees, subsidiaries, affiliates, agents, representatives, attorneys, successors and assigns, and each of them (each a "GENERA Indemnitee" and collectively, the "GENERA Indemnitees") from and against any and all losses, expenses, claims, threatened claims, costs (including, but not limited to, reasonable attorneys' fees), damages, and liabilities (including, but not limited to, payroll taxes, penalties, or interest) ("Claims") arising out of (i) any breach of this Agreement by Consultant Parties (including but not limited to any breach of the representations and warranties set forth in this Agreement); (ii) the Consultant Parties' negligence or intentional misconduct; (iii) any action and/or inaction of Consultant Parties; or (iv) any assertion that any of the Consultant Parties is not an independent contractor with respect to GENERA. Without limiting the foregoing, Consultant acknowledges that each GENERA Indemnitee shall have no liability whatsoever with respect to any action or inaction of Consultant Parties. Consultant's obligations under this Section 5.4 shall be due and payable as and when such Claims are incurred, including without limitation, all legal fees and costs and other expenses incurred by a GENERA Indemnitee in connection with the defense against and settlement of any Claim.

6. Status; Taxes.

6.1 During the Term, none of the Consultant Parties shall be an employee of GENERA. Further, the Consultant Parties shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment (including, for the avoidance of doubt, any right to indemnification, severance or termination payments or benefits or any equity or equity-based compensation from GENERA) available to employees of GENERA or its affiliates. The Consultant Parties shall have no authority to act as an agent of GENERA and shall not represent the contrary to any person. The Consultant Parties shall only consult, render advice, and perform such tasks as the Consultant Parties determine are necessary to achieve the results specified by GENERA. The Consultant Parties shall not direct the work of any employee of GENERA or its affiliates, make any management decisions, or undertake to commit GENERA or any affiliate thereof to any course of action in relation to third persons; provided, however, that Consultant shall be permitted to (A) direct the work of GENERA's security employees that are solely



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dedicated to GENERA's security department, and (B) make decisions with respect to GENERA's security department (in close communication with, and approval by, GENERA's senior management). Nothing herein shall be construed to deem the parties hereto as partners or joint venturers, either as agent of the other, or create an employee/employer relationship between GENERA (or any affiliate thereof) and any employee or service provider of Consultant, including, without limitation, the Authorized Agent. By virtue of the relationship described herein, the Consultant Parties' relationship to GENERA shall be only that of independent contractor.

6.2 It is intended that the fees paid hereunder shall constitute revenues to Consultant. To the extent consistent with applicable law, GENERA will not withhold any amounts therefrom as federal income tax withholding from wages or as contributions under the Federal Insurance Contributions Act or any other state or federal laws. Consultant shall be solely responsible for the withholdings and/or payment of any federal, state or local income or payroll taxes and shall hold GENERA Indemnitees harmless from any liability arising from the failure to withhold such amounts.

7. Compliance with the Laws

7.1 The Parties hereby acknowledge that they have knowledge and shall strictly comply with all applicable laws, regulations and policies having the force of law of the country of operation and applicable foreign law, including all applicable anti-corruption, anti-bribery and anti-money laundering laws (including, but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, Improbity Law No. 8,429/92 and Law No. 12,846/2013) and all similar or equivalent anti-corruption, anti-money laundering, anti-terrorism, economic sanction and anti-boycott laws of any jurisdiction applicable to either Party (collectively, "Anti-Corruption and Sanctions Laws"). and shall protect, defend, indemnify and hold the other Party harmless from and against any and all liability, direct damages, claims, demands, proceedings, costs and expenses resulting from its own failure to comply. The Consultant agrees to immediately notify GENERA of any violation or potential violation of Anti-Corruption and Sanctions Laws. Consultant shall give immediate notice to GENERA, if Consultant becomes subject to anti-corruption or sanctions investigation, or of any material tax disputes with any Governmental Body of Puerto Rico, or of any investigation related to corruption or public funds.

7.2 The Parties agree that they shall not accept, offer, give, promise or authorize any payment, gift or anything of value, either directly or indirectly through any third party, to or from any Government official, political party members or private party in order to influence, expedite or reward any act from such official (or his agency), political party or private party, in order for an official act not to be performed, to be omitted or delayed; or in order to obtain any improper advantage to their business.

7.3 For the avoidance of doubt, neither the Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the Consultant's compensation under the contract to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract. To the best knowledge of the signatory (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with Consultant, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit). Neither the Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due



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investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of the proposed contract and the Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7.4 The Parties further represent that no Government official is a principal, owner, officer, employee or agent of the Parties, and that no government official has any direct or indirect interest in the business of the Parties.

7.5 In the event of any breach by the Parties of any of its representations, warranties or covenants contained in this section 9, the other Party may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity.

7.6 The Consultant represents, warrants, certifies, and agrees that the business standards and practices to be adopted by the Consultant under this Agreement shall be at all times ethical and consistent with accepted, good and prudent business standards in North America.

7.7 The Consultant shall perform its obligations under this Agreement in compliance at all times with (i) all Applicable Laws and regulations, (ii) Genera's Code of Business Conduct. In addition, Consultant shall complete all requested Compliance training and certifications, Commonwealth Certifications (Exhibit B), Sworn Statement (Exhibit C), and/or training and certifications covering specific topics, such as Anti-Bribery and Corruption.

7.8 Consultant agrees to perform the Services in accordance with the health, safety and environmental rules and standards of applicable law, good or best industry practices, all applicable health, safety and environmental plans, and the applicable terms of the Consent Decree between the Puerto Rico Electric Power Authority and the United States of America, as entered by the United States District Court for the District of Puerto Rico on March 19, 1999 in Civil Action No. 93-2527(CCC) (the "Consent Decree"), as modified on September 9, 2004, and Consultant shall assume all costs associated with compliance therewith. Consultant acknowledges that it has received a copy of the Consent Decree.

7.9 Consultant has not made, given, offered, authorized, or promised to make, give, offer or authorize and Prohibited Payment.

7.10 The Consultant has neither engaged, nor will engage, in a Prohibited Transaction.

7.11 Neither the Consultant's owners nor any family members are currently a Government Official or a Designated Person. If the Consultant's owners or any of their family members become a Government Official during the term of this Agreement, the Consultant shall notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.12 No Government Official or Designated Person is associated with, or presently owns an interest in, whether direct or indirect, in the Consultant or the services to be provided by such Consultant, or has any legal or beneficial interest in the transactions or arrangements contemplated to be entered into by such Consultant pursuant to this Agreement. If the Consultant becomes aware or has knowledge that a Government Official or Designated Person obtains such an interest, the Consultant shall



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promptly notify GENERA in writing immediately and take any reasonable remedial action as directed by GENERA.

7.13 The Consultant shall not, directly or indirectly, do not, make, promise, or authorize the making of a Prohibited Payment or engage in a Prohibited Transaction.

7.14 If GENERA reimburses the Consultant for any third-party expenses incurred on GENERA's behalf, GENERA shall only reimburse for expenses supported by actual accurate and reasonably detailed third-party invoices.

7.15 The Consultant shall promptly provide GENERA with actual and accurate invoices for any fees or other expenses (including gifts and entertainment) paid by such Consultant to Government Officials or any governmental body, agency or instrumentality in connection with the Project. Such invoices include the appropriate back-up support for such expenses including receipts or other appropriate support, and shall be accompanied by a written statement explaining its purpose and detailing, to GENERA's satisfaction, (i) the type of each gift or entertainment (i.e., business meal, wine bottle, etc.); (ii) the amount of each gift or entertainment; (iii) the date of each gift or entertainment; (iv) the identity of each recipient (including name, title, and employer) of the gift or entertainment.

7.16 The Consultant shall maintain books and records in reasonable detail that fairly and accurately reflect all transactions relating to this Agreement and to retain those books and records for at least five years after the date this Agreement is terminated or expires. For purposes of reasonably ensuring compliance with the provisions of this Section the Consultant shall, upon notice by GENERA, provide GENERA with access to its personnel and to the facilities, warehouses and offices serving the operations and activities carried out by the Consultant pursuant to this Agreement, and the books, records and other information relating to such operations and activities. GENERA shall have the right to audit and review such records to ensure compliance with the representations in this Section, and that the scope of such audit or review shall be determined in the sole discretion of GENERA.

7.17 The Consultant shall promptly comply with reasonable information requests by GENERA with regard to due diligence by GENERA in respect of the compliance obligations of the first Party under this Section.

7.18 Upon request by GENERA, and no less frequently than annually, the Consultant shall provide GENERA written confirmation of its compliance with this Section. The Consultant shall re-certify its compliance in writing with this Section as a condition of GENERA's obligation to pay any amounts the Parties mutually agree is due under this Agreement or any other agreement between the Parties.

7.19 The Consultant shall not engage any subcontractors, agents, or intermediaries in connection with this Agreement or any other business transactions involving GENERA without GENERA's express written consent. GENERA, in its sole discretion, reserves the right to refuse to have any person or entity performing services under this Agreement other than the Consultant.

7.20 Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights or remedies GENERA may have hereunder or at law (including, as applicable, the right to damages for breach of contract), GENERA may immediately terminate this Agreement if the Consultant or their Representatives fail to comply with, breaches (or is alleged by a governmental entity of competent jurisdiction to have breached or failed to comply with) any of the provisions of this Section, or GENERA believes in good faith that any of the provisions of this Section have not been complied with or fulfilled by



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the Consultant in any material respect. In the event of any such termination, in addition to any other rights granted under this Agreement or at law or equity: (i) GENERA shall have a cause of action against the Consultant for the amount of any monetary payment or thing of value made or given by the Consultant in breach of any of the provisions of this Section, (ii) all obligations by GENERA to pay the Consultant pursuant to this Agreement shall immediately cease, and (iii) the Consultant shall immediately return to GENERA all payments made by GENERA pursuant to this Agreement with respect to any transaction in which there was a violation of any of the provisions of this Section.

7.21 The Consultant and her Representatives shall cooperate with GENERA in all respects in carrying out the intent and purposes set forth herein, including answering promptly in reasonable detail all written inquiries and communications in connection with this Agreement. If GENERA is required by any United States governmental agency to disclose any information furnished by the Consultant, GENERA shall be permitted to do so.

7.22 For purposes of this Section:

“Designated Person” means (i) any Person that appears on any list issued by the United States, the European Union, the World Bank, the United Nations or other international organization with respect to money laundering, corruption, terrorism financing, drug trafficking, economic or financial sanctions, trade or arms embargoes or other related illicit activity, (ii) any Person operating, organized, or resident in a Sanctioned Country, or (iii) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (i) or (ii).

“Government Official” means any officer or employee of a government, or of any department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of any government, including any government-owned business, or a public international organization, or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

“Person” shall mean any individual, natural person, corporation (including any non-profit corporation), unlimited liability corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

The term “Private Party” includes:

- (a) any non-governmental entity or person;
- (b) any person acting on behalf of a non-governmental entity or person; and
- (c) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, including relatives.

“Prohibited Transaction” means any of the following types of conduct or transaction: (a) drug trafficking, (b) fraud involving, or bribery of, a Government



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Official, (c) engaging or becoming involved in, financing or supporting (financially or otherwise), sponsoring, facilitating or giving aid to any terrorist person, activity or organization, (d) participating in any unauthorized transaction or otherwise conducting unlicensed business with a Designated Person and (e) any other conduct involving receiving, transferring, transporting, retaining, using, structuring, diverting or hiding the proceeds of any criminal activity whatsoever.

“Prohibited Payment” means the payment of any money, commission, reward, gift, hospitality, entertainment, inducement (including any facilitation payments or anything else of value, directly or indirectly, to: (a) any Government Official; (b) any person acting for or on behalf of any Government Official; or (c) any other person; for the purpose of obtaining or retaining business or favorable governmental action or to otherwise secure any improper advantage.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States, the European Union, the World Bank, or the United Nations. As of the date of this Agreement, the term “Sanctioned Country” includes the Crimea, Luhansk, and Donetsk regions of Ukraine, Cuba, Iran, North Korea, and Syria.

8. Commonwealth of Puerto Rico Requirements.

8.1 As required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, Act No. 42 of January 21, 2018 of the Legislative Assembly, enacted on February 10, 2018, and any other Applicable Law, Consultant shall use commercially reasonable efforts to (1) use, goods and services extracted, produced, assembled, packaged, bottled, distributed, as applicable in the Commonwealth of Puerto Rico (“the Commonwealth”) by businesses, municipalities and consortiums operating in or established by the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico, and (2) utilize a company that has a significant presence in the Commonwealth of Puerto Rico.

9. Miscellaneous.

9.1 This Agreement (together with any exhibits or schedules attached hereto) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.

9.2 GENERA may assign its rights and delegate its obligations under this Agreement to any affiliate or successor-in-interest to its business, except such assignment shall not relieve GENERA of any of its duties or obligations under this Agreement without Consultant’s consent. Consultant acknowledges and agrees that it may not subcontract or otherwise delegate its obligations under this Agreement without GENERA’s prior written approval, nor may Consultant assign this Agreement without GENERA’s prior written consent. This Agreement will be for the benefit of GENERA’s successors and



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assigns. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

9.3 This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Consultant hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within New York County, New York, or, at the option of GENERA in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which GENERA at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Consultant waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding. If Consultant and GENERA, acting in good faith, are unable to settle a dispute under the Agreement within thirty (30) days after written notice of such dispute from the Party claiming such dispute, the Parties agree to submit the matter to arbitration to be resolved pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association, using one (1) arbitrator, and with such arbitration proceedings shall take place in Borough of Manhattan in the city of New York, NY. The state and federal courts located in Borough of Manhattan in the city of New York, NY shall be the exclusive forum for enforcing this arbitration clause and reviewing and enforcing the arbitration award. The prevailing Party to any arbitration and/or other proceedings shall be reimbursed by the other Party for its costs and fees, including reasonable attorneys' fees and expert witness fees within thirty (30) days after receipt of invoice from prevailing Party.

9.4 The provisions set forth in Sections: 1.2, 1.3, 4, 5.1, 5.2, 5.3, 6, 7, 9.2, 9.3, and 9.5 shall survive any expiration or termination of this Agreement.

9.5 Consultant acknowledges that damages for any breach of Sections 4, 5.1, or 5.2 of this Agreement will be difficult to determine and inadequate to remedy the harm which may be caused, and Consultant therefore consents that the obligations and restrictions contained in any such Section may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or in equity. Should any court or tribunal decline to enforce any provisions of Sections 4, 5.1, or 5.2 on the basis that such provisions are overly restrictive of the activities of Consultant as to time, scope, or geography, such provisions shall be deemed to be modified to restrict Consultant's activities to the maximum extent of time, scope, and geography which such court or tribunal shall find enforceable, and such provisions shall be enforced.

[signatures on the following page.]



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Brannen McElmurray  
GENERA PR LLC

Name: Brannen McElmurray

Title: Principal

Date: 5/31/2023

Carlos Cases Gallardo  
CCG Consultants LLC

Name: Carlos Cases Gallardo

Title: Consultant

Date: 5/31/2023



## EXHIBIT A

### Description of Services

For purposes of the Consulting Agreement by and between CCG Consultants LLC (the "Consultant") and GENERA PR LLC ("GENERA"), dated May 23, 2023 (the "Agreement"), the following shall constitute the "Services" thereunder:

- Consultant will be providing services as the Director of Security of Genera for purposes of the Legacy Generation Assets (i.e., power plants, peakers, etc.), such term as defined in that certain Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement dated as of January 24, 2023, entered into by Puerto Rico Electric Power Authority, the Puerto Rico Public-Private Partnerships Authority and Genera.
- As Director of Security, Consultant will be responsible for the following tasks:
  - Developing and implementing security policies and procedures and ensure that such policies and procedures are followed by the employees
  - Conducting security assessments
  - Managing security risks
  - Responding to security incidents
  - Manage and supervise the security guard services contracts, video surveillance systems (VSS) contracts, and physical access control systems (PACS) contracts
  - Training employees on security procedures
  - Maintaining compliance with security regulations
  - Representing the company to external security organizations
  - Conduct assessment of physical security threats and working knowledge of cybersecurity threats. Develop and implement effective security measures to mitigate these threats.
  - Inform senior management and employees about security risks and procedures.
  - Protect the company's assets and operations from a variety of threats.
  - Develop and maintain a security budget
  - Hire and manage security staff
  - Work with other departments to ensure security is integrated into all aspects of the business
  - Stay up to date on the latest security threats and trends
  - Report on security incidents and vulnerabilities to senior management
  - Ensure the company complies with all applicable security regulations
- Services will be provided at a minimum of 30 hours a week (with 24/7 availability)

Consultant acknowledges and agrees that GENERA reserves the right to amend or modify Consultant's Services hereunder without any additional compensation due to Consultant or any Consultant Parties.



**EXHIBIT B**  
**Form of Commonwealth Certifications**

Consultant, for itself and Parent Company (if Consultant is a partnership under the Puerto Rico Internal Revenue Code), represents that as of the Effective Date (i) neither it nor Parent Company has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (ii) it or Parent Company have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

Consultant shall deliver to Owner prior to the Effective Date a copy of its Certificate of Incorporation, Certificate of Organization and Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable.

Consultant shall also obtain and deliver to Owner, in each case dated no earlier than sixty (60) days prior to the Effective Date, the following:

- (i) a copy of Consultant's Merchant's Registration Certificate (Form SC 2918);
- (ii) a Certificate of Good Standing issued by the Puerto Rico Department of State;
- (iii) a certification issued by the Puerto Rico Treasury Department indicating that Consultant and Parent Company (if Consultant is a Partnership under the Puerto Rico Internal Revenue Code) do not have any debts under any concept, including income tax, with the Commonwealth (Form SC 6096);
- (iv) a Puerto Rico Sales and Use Tax Filing Certification issued by the Puerto Rico Treasury Department reflecting that Consultant has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods (Form SC 2942);
- (v) an all concepts debt certification issued by CRIM reflecting that Consultant does not owe any taxes to CRIM with respect to real or personal property; and
- (vi) a certification issued by the Puerto Rico Child Support Administration for Consultant reflecting that Consultant is in compliance with the withholdings required to be made by employers under Applicable Law.

Consultant certifies under penalty of nullity that no public servant of PREPA shall derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this Agreement. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Agreement. The only consideration to be received in exchange for the delivery of goods or for the work to be performed under this Agreement is the agreed-upon price that has been negotiated with Company or its Representatives.




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Consultant attests that (i) no representative of Consultant, directly or indirectly, to Consultant's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement or agreed to receive funds for contracting rights, other than that which is expressly set forth in this Agreement and (ii) it has complied and is in compliance with the provisions of the Public-Private Partnerships Authority's Ethical Guidelines.

Neither Consultant nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of Consultant's compensation under the Agreement to, or otherwise compensate, any un-affiliated third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of this Agreement.

To Consultant's best knowledge (after due investigation), no person has (i) unduly intervened in the procurement, negotiation or execution of this Agreement, for its own benefit or that of a third person, in contravention of applicable law; (ii) offered, paid, or promised to pay money to, or anything of value to, or otherwise influenced any public official or employee in each case for the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with this Agreement (such as the execution of a subcontract with Consultant, beneficial treatment under the [contract], or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

Neither Consultant, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractor, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of this Agreement, in contravention of applicable law. Any incorrect, incomplete or false statement made as part of this certification shall cause the nullity of this Agreement and Consultant must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

By: 

Name: Carlos Cases

Title: Consultant



## EXHIBIT C

## Sworn Statement

I, Carlos Cases, of legal age, and [single/married], married and resident of Guaynabo, Puerto Rico hereby solemnly swear:

1. That my personal status is the one stated above.
2. That I hold the position of President / CEO [title] at CCG Consultants LLC ("Consultant"), a corporation organized under the laws of [to confirm] with the Federal Identification No. 61-103129 ("Consultant").
3. That I am authorized to represent Consultant and all of its partners and owners for purposes of this affidavit.
4. That neither Consultant nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfill similar tasks, [I, if it is an individual] have been not been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
5. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by Consultant's agreement with Genera PR LLC while working for the Government of Puerto Rico.
6. That neither Consultant nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfill similar tasks [I] do not have any conflicts of interest in performing the work contemplated under this Agreement.
7. That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in San Juan, PR, this 19 day of July, 2023.

By:



Name:

Carlos Cases

Title:

President - CEOAffidavit No. -51-

Sworn and subscribed before me by Carlos Cases, of the personal circumstances stated above, in his/her capacity as President of CCG Consultants LLC; who is personally known to me or whom I



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have identified pursuant the following form of identification: License Driver, this 19 day of July, 2023.  
No. 1756900



*P. L.*

*Annex D*

GPR – PREB ROI – 07-14 #10(a).xlsx

(Native file submitted via email)

*Annex F*

GPR - PREB ROI - 07-14 #10(b)

## GENERATION FLEET OUTAGE SCHEDULE

### PLANNED MAINTENANCE AND CRITICAL COMPONENT REPLACEMENT PROGRAM

**Scenario 1 –  
900 MW of Temp Gen**

#### Expected Results:

- **Forced Outage Reduction:  
32% to 15%**
- **Increase in availability  
17% = 340 MW**

#### Assumptions:

1. Temp Gen - 150 MW in Palo Seco – From June
2. Temp Gen - 200 MW in San Juan – From Sep
3. Temp Gen - 350 MW in San Juan – From Sep
4. Temp Gen - 200 MW TBD – From Dec
5. Load Forecast 2024 = 2023
6. Reserve Capacity – 675 MW

UNID.	CAP (MW)	2023								2024											
		JUN	JUL	AGO	SEP	OCT	NOV	DIC	ENE	FEB	MAR	ABR	MAY	JUN	JUL	AGO	SEP	OCT	NOV	DIC	
		150 MW		700 MW				TEMP GEN 900 MW													
SJ CT 5	160																				
SJ STM 5	60																				
SJ CT 6	160																				
SJ STM 6	60																				
SJ 7	100															Critical					
SJ 9	100							Critical								Critical					
PS 3	216															Critical					
PS 4	216									Critical						Critical					
CS 5	410								Critical					Critical							
CS 6	410												Critical								
AG 1	450									Critical		Critical							Critical		
AG 2	450										Critical						Critical				
CC STAG I	96																				
CC STAG II	96																				
Eco CT 1	165																				
Eco CT 2	165																				
Eco Vap	200																				
AES 1	227																				
AES 2	227																				
Peabers	197																				
Mavaguez	168							U1-U4 (-100 MW)													
Cochabamba	152						U3 Inspection C				U2									U2	
EXPECTED FORCED OUTAGES FACTOR			32%	32%	32%	32%	32%	32%	32%	30%	29%	27%	25%	23%	21%	19%	18%	17%	16%	15%	

#### Legend:

- Regular Maintenance Program (weeks)
- Critical Component Replacement Program

Daniel Hernandez Morales, PE, MEM  
Vice President, Operations