PPOA Amendments – Summary Chart

Contract Term	Existing Contract	Proposed Amendments
Expiration Date	November 2027	*N/A – no change*
Permitted Coal Ash Stored on Site	180 Days (approx. 180 thousand metric tons) or more if permitted by law	Commercially reasonable efforts to reduce pile and keep below 60 thousand metric tons through remainder of term
Environmental Compliance at End of Term	*N/A – no specific requirement*	Operator shall ensure that the Facility is properly cleaned, decommissioned, and secured at the end of the Term to the extent the Facility is not repurposed
Green Energy Commitment	*None*	Inclusion of Green Term Sheet
Energy Payment: Heat Rate	9,800 Btu / kWh	[redacted]
Capacity Payment: Demand Charge & Green Transition Stabilization Payment	Existing Demand Charge schedule: • $14 / kW-month average, 2023-2027 (reduced from $21 / kW-month average, 2013-2022)	In addition to Demand Charge, [redacted]
Equivalent Availability Factor ("EAF") Penalty	Capacity Payment penalties applied based on rolling 12-month availability factors if less than 90%	[redacted]
Replenishment & Use of Escrow Funds	$12.8 million, available for PREPA claims of damages under PPOA – released by PREPA in June 2023	Increased to [redacted] available for PREPA damages <u>and</u> environmental compliance at end of operational term
Minimum Cash	$10 million minimum cash plus $25 million net working capital (current assets minus current liabilities)	No change to $10 million minimum cash, removal of $25 million net working capital requirement
Damages for Breach	Each of the Operator and PREPA liable for all foreseeable damages	Clarifies that if PREPA improperly terminates the PPOA, PREPA will owe damages (i) for the orderly shutdown of the Facility and its operations; (ii) to fund the Reserve; and (iii) to repay the restructured bonds
Insurance	Facility insured for full replacement value	Agreement to negotiate a reduction of required percentage of replacement cost given limited remaining term of PPOA

Puerto Rico Electric Power Authority