

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

NEPR
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IN RE:

LUMA INITIAL BUDGETS AND
RELATED TERMS OF SERVICE

CASE NO.: NEPR-MI-2021-0004

Subject: GENERA PR LLC'S SUBMISSION
OF ADDITIONAL INFORMATION AND
SUPPORTING DOCUMENTATION IN
COMPLIANCE WITH THE JUNE 15, 2026
RESOLUTION AND ORDER, AND
REQUEST FOR GUIDANCE AND
AUTHORIZATION REGARDING FY2026
RELIABILITY-CRITICAL
EXPENDITURES

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SUPPORTING DOCUMENTATION IN COMPLIANCE WITH THE JUNE 15, 2026
RESOLUTION AND ORDER, AND REQUEST FOR GUIDANCE AND
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EXPENDITURES

TO THE HONORABLE ENERGY BUREAU:

COMES NOW Genera PR LLC ("Genera"), as operator of the Legacy Generation Assets under the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement ("LGA OMA") and as agent of the Puerto Rico Electric Power Authority ("PREPA"), through undersigned counsel, and respectfully STATES and PRAYS:

I. Introduction and Compliance with the June 15, 2026 Resolution and Order

Genera submits this filing in compliance with the *Resolution and Order* issued by the Puerto Rico Energy Bureau ("PREB" or the "Bureau") on **June 15, 2026** in this Budget Docket (the "*June 15 Order*"). Through the *June 15 Order*, the Bureau disposed of *Genera PR LLC's Urgent Motion for Clarification and Protective Treatment Regarding FY2026 Budget-to-Actual Reconciliation and Good-Faith Expenditures Incurred Under PREB-Approved Temporary and Provisional Budget Authority*, filed June 9, 2026 (the "*June 9 Motion*"), by authorizing Genera

“to submit such additional information and supporting documentation as it deems appropriate,” and afforded Genera ten (10) days from notification within which to make that submission. ***June 15 Order***, p. 4-5.

Consistent with the ***June 9 Motion*** and with the limited, informational character of the authorization granted, Genera submits this filing to: (i) place before the Bureau the FY2026 budget-to-actual (“B2A”) results for several reliability-critical categories, as the ***June 9 Motion*** anticipated; (ii) identify a time-sensitive reliability matter, the restoration of two generating units representing approximately 40 MW removed from service, that the funding mechanisms the Bureau established in the ***June 15 Order*** are well suited to address; and (iii) request, solely to the limited extent invited by the ***June 15 Order*** itself, the Bureau’s guidance and authorization with respect to that matter.

II. Procedural Background and Scope of This Submission

The Bureau adopted the FY2026 Temporary Default Budget to maintain operational continuity pending the Rate Case, directing that it would remain in force until superseded by provisional or final budgets, and funding, within Genera’s GenCo operating budget, dedicated allocations including the Generation Maintenance Reserve (“GMR”) and Necessary Maintenance Expenses (“NME”). ***Temporary Default Budget Order***, p. 2; ***Id.***, Attachment C. Genera operated the Legacy Generation Assets throughout FY2026 under that authority and, thereafter, under provisional budget authority. The ***Final Order***, issued after approximately ten (10) months of FY2026 had elapsed, adopted a materially reduced and restructured FY2026 budget.

In the ***June 9 Motion***, Genera sought implementation clarification and protective treatment for good-faith FY2026 expenditures and requested leave to submit a detailed B2A narrative package. In the ***June 15 Order***, the Bureau: (a) established a contingency reserve account for each

of LUMA and Genera in the amount of \$30 million, and for PREPA in the amount of \$1 million, funded from the FY26 Reconciliation Amount as a partial FY27 Budget amendment, *June 15 Order*, pp. 2–4; (b) left a balance of \$37,747,153 of the FY26 Reconciliation Amount unallocated, to be addressed “upon receipt of the additional information” to be submitted by Genera, *June 15 Order*, p. 4; and (c) authorized Genera to submit additional information and supporting documentation “solely for informational purposes,” expressly reserving all rights and providing that the authorization “shall not be construed as a determination that the issues raised by Genera are properly before the Energy Bureau for adjudication.” *June 15 Order*, p. 4.

Because the authorization was granted solely for informational purposes, Genera frames the requests in **Sections VI and X** of this submission as (a) the optional pre-expenditure eligibility guidance the *June 15 Order* expressly permits, *June 15 Order*, pp. 3-4, and (b) input into the allocation of the \$37,747,153 the Bureau stated it will determine upon receipt of Genera’s information, *June 15 Order*, p. 4. Genera does not ask the Bureau to adjudicate the merits of any disputed matter in this submission, and nothing herein is intended to disturb the procedural posture of the pending reconsideration in the Rate Case. The exhibits referenced herein are listed in the Index of Exhibits appended to this submission.

III. FY2026 Budget-to-Actual Results for Reliability-Critical Categories

As the *June 9 Motion* anticipated, the reduction and restructuring of the FY2026 budget in the *Final Order* produced negative B2A variances in categories that were funded under prior Bureau-approved authority and under which Genera had already incurred obligations. The principal reliability-critical categories, with figures as of April 15, 2026 and as reflected in the FY2026 Budget-to-Actual Schedule, *see Exhibit 1 to this Submission*, pp. 2-3, are summarized below.

Category	Provisional Budget	Final Budget (4/15/26)	Spent & Paid (thru 4/15/26)	In-Progress / Committed	Budget-to-Actual Variance
Generation Maintenance Reserve (GMR)	\$11,671,000	\$0	\$8,116,795	\$2,205,827	(\$10,322,622)
Necessary Maintenance Expense (NME)	\$103,863,000	\$53,538,700	\$50,147,494	\$29,790,774	(\$26,399,568)
Communications (OMA-required)	\$1,232,000	\$0	\$941,938	-	(\$941,938)
Labor Operating Expenses	\$75,404,000	\$67,863,600	\$71,515,317	-	(\$3,651,717)

Each variance reflects obligations that Genera incurred, in whole or in substantial part, **before** the *Final Order* under the Temporary Default and provisional budget authority then in effect, not as discretionary overspending. The **GMR** provisional allocation of \$11,671,000 was reduced to \$0; against \$8,116,795 spent and paid and \$2,205,827 of work in progress or committed as of April 15, 2026, this yields a variance of (\$10,322,622).

The **NME** allocation, \$103,863,000, a figure that already reflects a federal-funding adjustment described in **Section VII** to this submission, was reduced to \$53,538,700; against \$50,147,494 spent and paid and \$29,790,774 of work in progress or committed (together, \$79,938,268), the variance is (\$26,399,568). **Labor** operating expenses, provisionally authorized at \$75,404,000, were reduced to \$67,863,600; actual expenditures of \$71,515,317, incurred within the provisional authority but above the later-reduced Final Budget, produce a variance of (\$3,651,717).

The **Communications** allocation, provisionally authorized at \$1,232,000 (carried within the Professional Services line of the provisional budget and reallocated to a discrete line for comparison), was reduced to \$0; against actuals of \$941,938 this yields a variance of (\$941,938),

costs the LGA OMA both requires the Operator to incur and recognizes as a Pass-Through Expenditure. *See* LGA OMA § 5.20 (“Operator shall make all communications on all matters related to the Legacy Generation Assets and this Agreement in accordance with the Communications Plan . . .”) & Annex V; *Id.* § 7.2 & Annex XII, item 16.

IV. The Necessity and Good-Faith Character of the FY2026 Expenditures

The categories above are not discretionary add-ons. The **GMR** funds the necessary general care and maintenance of facilities and equipment at the generation plants; without it, essential plant-support work, including elevator repair, vegetation and grounds management, domestic-waste handling, and general cleaning, cannot be sustained.

The **NME** funds the repairs and maintenance required to keep generating units in service. Representative NME work incurred or committed during FY2026 includes the Long-Term Services Agreement for the San Juan Combined Cycle Units 5 and 6 (a variable-fee agreement with Mid Power Puerto Rico, LLC; Genera estimates the applicable FY2026 cost at approximately \$2.5 million) (**Exhibit 2 to this Submission**); the procurement of condenser vacuum pumps for the Costa Sur plant in the amount of \$910,000 (two retrofit-kit invoices of \$455,000 each) (**Exhibit 3 to this Submission**); the Enersys Engineering Corp. task order for procurement and fabrication of a new fuel pipeline serving Units 3-4 at the Palo Seco plant, at a not-to-exceed price of \$1,000,000 (**Exhibit 4 to this Submission**); and the GE Steam Power Caribe task order to perform a hot-section and combustor exchange on Palo Seco aeroderivative unit serial 557-238, at a fixed price of \$3,752,573.25 (**Exhibit 5 to this Submission**).

Genera will supplement this submission with Excel schedules reconciling actuals against both the Provisional Budget and the Final Budget. The GMR and NME categories are constructs

of the Temporary Default and Provisional Budgets and their budgetary treatment, rather than line items defined in the LGA OMA.

The **Communications** function, by contrast, is a cost the LGA OMA both requires Genera to incur and expressly recognizes as recoverable. **Section 5.20** obligates the Operator to conduct all communications relating to the Legacy Generation Assets in accordance with the Communications Plan set forth in Annex V, and the agreement contemplates that the plan be implemented through a communications team that “may be contracted from a communications firm or consultant.”

The associated costs are, in turn, an enumerated Pass-Through Expenditure: Annex XII (Pass-Through Expenditures), item 16, lists “costs incurred in connection with branding and customer and public communications,” and Section 7.2 governs their treatment. **See LGA OMA § 5.20 & Annex V; id. § 7.2 & Annex XII, item 16.** These costs are tied to Genera’s role as operator of the Legacy Generation Assets (operational, regulatory, emergency-response, and public-facing communications) and are not duplicative of LUMA’s separate transmission-and-distribution communications role. Genera’s plant-level operations-and-maintenance labor is a category recognized under the LGA OMA's cost-structure requirements. **See LGA OMA § 7.3(a)-(g).**

Because these obligations were incurred under authority the Bureau itself adopted to preserve operational continuity pending the Rate Case, *Temporary Default Budget Order*, p. 2, they should be reviewed by reference to the authority, information, and operating conditions that existed when they were incurred, and not by hindsight reference to the reduced funding levels later adopted in the *Final Order*.

V. Time-Sensitive Reliability Matter: Restoration of Two TM2500 Units (Approximately 40 MW) Removed from Service

One matter warrants the Bureau’s prompt attention. Two mobile gas-turbine units at the Palo Seco plant, operationally designated TM2500 Units 3 and 4, each built upon an LM2500/LM2500+ SAC gas-generator core, and among the most modern and reliable units in the Legacy Generation fleet, sustained damage and were removed from service, removing approximately **40 MW** of urgently needed generation capacity. To restore the units, Genera pursued a competitive procurement: **Request for Proposals No. 5175**, issued February 25, 2026, returned a “No Bid.” Genera thereafter obtained a budgetary proposal from Siemens Energy (**Proposal SF262532095, Rev. 00, dated March 31, 2026**) for the LM2500/LM2500+ SAC hot-section exchange (**Exhibit 6 to this Submission**), and was in the administrative process of issuing a Notice to Proceed when the work was suspended for lack of executable budget authority following the April 15, 2026 **Final Order**.

The Siemens budgetary proposal reflects a net equipment price of approximately \$4.5 million, exclusive of installation, commissioning, transportation, and applicable duties and taxes. **Exhibit 6 to this Submission, pp. 11, 13-15**. Genera’s all-in estimate to return both units to service, inclusive of those excluded items, is approximately **\$6,050,000**.

This matter bears the hallmarks of a reliability-critical expenditure that cannot await an ordinary budget cycle: ***an unplanned outage of approximately 40 MW of modern capacity***; a competitive process that drew no bidders; a single capable supplier; a quotation received before the **Final Order**; and a contracting process interrupted solely by the post-**Final Order** loss of executable budget authority. Continued unavailability of the units reduces firm capacity and reserve margin and increases the risk of extended forced outages and load-shedding on an already stressed system.

VI. Funding Mechanisms Established by the June 15 Order; Requests for Eligibility Confirmation and Allocation from the Unallocated Balance

The *June 15 Order* established two mechanisms directly suited to the TM2500 restoration. **First**, the Bureau established a \$30 million contingency reserve account for Genera, from which Genera may draw **without prior approval** (subject to monthly reporting) for, among other things, “catastrophic equipment failures, significant unplanned outages, or other unforeseen circumstances requiring urgent corrective action.” *June 15 Order*, pp. 2-3. The removal from service of two units representing approximately 40 MW is a significant unplanned outage within that description.

The *June 15 Order* further permits Genera, at its discretion, to “seek guidance from the Energy Bureau regarding the eligibility of a proposed expenditure before such expenditure is incurred.” *June 15 Order*, pp. 3-4. To remove any later question and consistent with that procedure, Genera respectfully requests the Bureau’s confirmation that restoration of the TM2500 units is an eligible use of Genera’s contingency reserve account.

Genera notes, and respects, the Bureau’s clarification that the \$30 million figure “shall not be construed as a determination regarding the reserve-account funding or replenishment provisions” of the LGA OMA. *June 15 Order*, p. 3 n.7. Genera does not, in this submission, ask the Bureau to treat the contingency reserve account as satisfying or replacing the contractual LGA OMA Reserve Account; the two are distinct, and Genera’s contractual positions regarding the LGA OMA Reserve Account are expressly preserved.

Second, the Bureau left a balance of \$37,747,153 of the FY26 Reconciliation Amount unallocated and expressly stated that, upon receipt of Genera’s additional information, it “will determine the appropriate allocation of such remaining funds.” *June 15 Order*, p. 4. This submission is the additional information the Bureau invited.

Genera therefore requests, **as a principal form of relief**, that the Bureau allocate from the unallocated balance **(a)** approximately **\$6,050,000** to fund restoration of the two out-of-service TM2500 units; and **(b)** such additional amount to cover paid and/or incurred costs, and for completion of in-progress, reliability-critical NME, GMR work Communications expenses, and Labor Costs for which FY2026 budget authority was eliminated or reduced by the ***Final Order***. In each case to the extent not already funded within approved FY2026 budget authority, Genera is not seeking duplicate recovery of any expenditure already reflected in committed FY2026 actuals.

Prompt consideration is warranted because the unallocated balance is finite and is already the subject of allocation requests. On **June 23, 2026**, LUMA filed a ***Request for Allocation of FY26 Reconciliation Amount Balance*** seeking allocation of \$20.88 million, fifty-six percent (56%) of the balance, for three transmission-and-distribution projects. **LUMA Allocation Request ¶ 6, at p. 3**. Even if the Bureau were to grant LUMA's request in full, approximately \$16.87 million would remain, ample to fund the generation-side reliability needs described herein. Genera does not oppose the consideration of other parties' reliability needs; it respectfully submits, however, that the restoration of approximately 40 MW of out-of-service generation is at least as time-sensitive and should be weighed before the balance is exhausted.

Genera further notes that the TM2500 restoration could not reasonably have been addressed through ordinary FY2026 budgeted resources, because the ***Final Order*** eliminated the applicable authority and the competitive RFP returned no bid; and, for the reasons set forth in Section VII, no other funding source is available and capable of being timely accessed. The restoration therefore satisfies the conditions for use of the contingency reserve account and, equally, warrants allocation from the unallocated balance.

VII. Federal-Funding Eligibility Does Not Supply Timely Liquidity

Consistent with the *June 9 Motion*, the existence of a potential federal-funding pathway is not the same as obligated, liquid, and executable funds. Genera has, in fact, complied with the *Final Order*'s directive to identify and maximize available federal funding before seeking ratepayer funding: the FY2026 NME provisional budget reflects a downward federal-funding adjustment of approximately \$26,455,281 (from \$130,318,281 to the \$103,863,000 reflected in **Section III**), recognized in favor of ratepayers. **Exhibit 1 of this Submission, p. 2**. The same record reflects that this prioritization is being observed system-wide. LUMA, for example, withdrew its Covadonga substation project from reconciliation funding to pursue U.S. Department of Energy funding. **LUMA Allocation Request ¶ 4**.

That prioritization, however, has no practical application to the GMR, many NME projects, Communication Costs, Labor Costs, nor TM2500 restoration, because no available and timely federal-funding pathway has been identified for this ordinary O&M work. Ordinary maintenance and operating activities of the kind described above are generally not eligible for FEMA Public Assistance: under the 2018 Public Assistance Program and Policy Guide, eligibility requires that the work be the result of a declared incident, within a designated area, and the applicant's legal responsibility; and the 2025 Public Assistance Program and Policy Guide provides, at page 159, that "FEMA does not provide PA funding for utility, maintenance, or operating costs."

The ordinary-O&M character of this work is corroborated by the executed GE Steam Power Caribe task order for comparable Palo Seco aeroderivative work, which classifies its funding source as Non-Federal and identifies no FEMA, DOE, or HUD clause applicability. **Exhibit 5 to this Submission, p. 1**. The restoration is therefore not a capital project "excluded from base rates under Categories One and Two," and the non-ratepayer liquidity pathways the Energy Bureau associated with such excluded capital projects, including Working Capital

Advances issued by COR3 and by the DOE Puerto Rico Energy Resilience Fund are neither structured nor authorized to be accessed on a timely basis for purposes of routine hot-section and combustor overhauls, standard plant maintenance activities, unit-level maintenance work, the payment of non-federally-eligible communications services, or the coverage of labor costs. **Final Order, Chapter Four, § G, pp. 57-58.**

For the same reason, the “last resort” condition governing the contingency reserve account is satisfied: no insurance proceeds, federal funding, disaster-recovery funding, grant, or other non-ratepayer source, including those the Energy Bureau identified, is available and capable of being timely accessed for this work. *See June 15 Order, p. 3.* The Final Order itself recognizes that execution of work excluded from base rates may require working capital before any federal funds arrive, **Final Order, Chapter Four, § G, p. 58**, and protects ratepayers against double recovery by requiring a dollar-for-dollar credit if federal reimbursement is later received, *Id., § F, pp. 57-58*. Accordingly, the reliability-critical work described herein cannot be deferred to an uncertain federal timeline without material risk to system reliability, and may properly be funded through the contingency reserve account or the unallocated balance, subject to any later federal-reimbursement credit.

VIII. Protective Treatment for Good-Faith FY2026 Expenditures

Genera reaffirms the protective-treatment request set forth in the *June 9 Motion*. The FY2026 B2A variances summarized above, in the NME, GMR, Communications, and Labor categories, arise from obligations incurred in good faith under prior Bureau-approved temporary and provisional authority, before the *Final Order* issued.

A variance alone should not support fines, penalties, clawbacks, adverse inferences, or findings of imprudence, negligence, or noncompliance unless the Bureau first gives Genera notice,

an opportunity to explain, and makes a separate, record-supported determination as to the specific expenditure. Genera submits the foregoing B2A results solely for informational and reconciliation purposes and does not concede that any variance is unauthorized, imprudent, or disallowable.

IX. Preservation of Rights

Nothing in this submission waives, limits, or impairs any of Genera's rights. Genera does not waive the arguments raised in its *Motion for Reconsideration* dated April 29, 2026, which remains pending before the Bureau in NEPR-AP-2023-0003. *See Resolution and Order dated May 18, 2026, p. 2.*

Genera does not waive its right to seek judicial review of the *Final Order*, and does not concede that any reduction adopted therein was lawful, supported by substantial evidence, or correctly applied. Genera reserves all rights under the LGA OMA, including the provisions governing Communications (§ 5.20 and Annex V), pass-through expenditures, service accounts, and unfunded amounts (§§ 7.2, 7.6, and 7.8), and the Reserve Account (§ 7.6(d)), applicable law, and the Bureau's regulations, including the right to seek additional or prospective relief should implementation of the *Final Order* create operational, contractual, liquidity, or reliability risks. This filing is not, and is not intended to constitute, a request for reconsideration of the *Final Order* in this Budget Docket.

X. Relief Requested

WHEREFORE, Genera PR LLC respectfully requests that the Puerto Rico Energy Bureau:

1. Accept this submission as filed in compliance with the *June 15 Order* and within the ten (10)-day term established therein;
2. Confirm, pursuant to the eligibility-guidance procedure recognized at *June 15 Order, p. 3-4*, that restoration of the two TM2500 units (approximately 40 MW) constitutes an

eligible use of Genera's \$30 million contingency reserve account as a significant unplanned outage or catastrophic equipment failure requiring urgent corrective action;

3. Allocate from the unallocated \$37,747,153 balance of the FY26 Reconciliation Amount, *June 15 Order*, p. 4: (a) approximately \$6,050,000 to fund restoration of the two out-of-service TM2500 units; and (b) such additional amount to cover paid and/or incurred costs, and for completion of in-progress, reliability-critical NME, GMR work Communications expenses, and Labor Costs, in each case to the extent not already funded within approved FY2026 budget authority, the relief requested in this paragraph 3 and in paragraph 2 above being submitted in the alternative, as the Bureau deems appropriate, so that the restoration may proceed through whichever mechanism the Bureau prefers;

4. Confirm that Genera may proceed to complete the Siemens Energy contracting process and issue the Notice to Proceed for restoration of the two TM2500 units, charging the cost to its contingency reserve account or to the allocated funds, as applicable, so that the units return to service without further delay;

5. In any event, confirm that Genera shall not be subject to any adverse finding, disallowance, or penalty with respect to expenditures and obligations incurred in good faith pursuant to the Temporary Default, the provisional FY2026 budget, and the Bureau's prior authorizations; and

6. Grant such other procedural or implementation relief as the Bureau deems just and proper to ensure an orderly FY2026 budget-to-actual reconciliation, preserve Genera's rights, avoid prejudice to the pending reconsideration, and protect system reliability.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 25 day of June, 2026.

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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 mvalle@gmlex.net; nzayas@gmlex.net; rcruzfranqui@gmlex.net; hrivera@jrsp.pr.gov; yahaira.delarosa@us.dlapiper.com; alexis.rivera@prepa.pr.gov; alejandro.figueroara@lumapr.com; regulatorypreborders@lumapr.com; margarita.mercado@us.dlapiper.com; jan.albinolopez@us.dlapiper.com; katiuska.bolanos-lugo@us.dlapiper.com; julian.angladapagan@us.dlapiper.com; and rramos@spalawpr.com.

In San Juan, Puerto Rico, this 25th day of June of 2026.

/s/ Jorge Fernández-Reboredo
Jorge Fernández-Reboredo

/s/ Ernesto R. Ramos Maldonado
Ernesto R. Ramos Maldonado

/s/ José Javier Díaz Alonso
José Javier Díaz Alonso

EXHIBIT 1

FY2026 Budget-to-Actual Schedule (NME / GMR / Communications / Labor)

Necessary Maintenance Expense (NME) - Budget vs Actuals FY26

				Budget			ACTUALS			
	PLANT	TITLE	DESCRIPTION	PROVISIONAL BUDGET	PROVISIONAL BUDGET - FEDERAL ADJUSTMENT	APPROVED BUDGET APRIL 2026	ACTUALS APRIL	MAY - JUNE	TOTAL	APPROVED BUDGET VS ACTUALS
1	AG	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Procurement of new raw water Pump, new Condenser hotwell level regulator, procurement of Diesel Engine pump & Fire System Pumps, Supply and Install On-Line DEMI Instruments, repair or replacement of water or chemical tanks, and aux. equipment, repairs and replacements of the traveling screens system and parts.(Water Treatment Plant, Demi Plant, hydraulic & pneumatic control systems, fire protection)	2,788,365	3,165,000	189,800	244,736	17,991	262,727	(72,927)
2	AG	Maintenance & Repairs - Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Boiler Ducts Expansion Joints, Transmission rotor drive air heater, Procurement of Vacuum Pumps, Process and Safety Relief Valves, repairs of Boiler waste disposal area, Boiler auxiliary equipment maintenance and repairs.	5,516,006	1,367,000	146,000	691,943	730,175	1,422,118	(1,276,118)
3	AG	Unit Environmental Outage & Auxiliary Equipment	Unit environmental outage with minor repairs to comply with Environmental regulations & auxiliary equipment repair/replacement.	2,962,000			8,510	-	8,510	(8,510)
4	AG	Maintenance & Repairs Turbine-Generator & Associated Equipment including related Technical Services	Major Inspections and necessary repairs of AgSteam Turbines, Heat Recovery Steam Generators, Steam Pipes and Auxiliary equipment and associated systems.	4,805,000	8,875,000		2,062,947	976,674	3,039,620	(3,039,620)
5	AG	Maintenance & Repairs Electric Power Equipment, Electronic Controls and Auxiliary Systems including related Technical Services	Inspections, procurement, necessary repairs and maintenance of Control Systems, generators, transformers, load centers, breakers, relays, UPS and associated systems	14,712,700	700,000	36,500	451,340	74,092	525,433	(488,933)
6	AG CC	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Inspections, procurement and necessary repairs of Fire Protection systems, Tanks, Pumps, Compressors , Water Treatment Plant equipment, filters and auxiliary equipment	176,200	219,000		4,301	-	4,301	(4,301)
7	AG CC	Maintenance & Repairs Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Major Inspections and necessary repairs of AgCC Gas/Steam Turbines, Combustors, Gas Path ducts, Associated Equipment and Systems.	1,621,500	1,825,000		332,613	311,191	643,804	(643,804)
8	AG CC	Auxiliary Equipment	Plant auxiliary equipment repair/replacement.	800,000			-	-	-	-
9	AG CC	Maintenance & Repairs Turbine-Generator & Associated Equipment including related Technical Services	Major Inspections and necessary repairs of AgCC Steam Turbines, Heat Recovery Steam Generators, Steam Pipes and Associated equipment and systems.	7,167,000	5,690,000		811,863	706,282	1,518,145	(1,518,145)
10	AG CC	Maintenance & Repairs Electric Power Equipment, electronic controls and Associated Systems including related Technical Services	Procurement, Inspection and Repairs of Electrical Power equipment, batteries, transformers, protections, control boards, switchgear, etc.	584,550	809,500		364,098	19,632	383,730	(383,730)
11	Cambalache	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Inspections, procurement and necessary repairs of Fire Protection systems, Tanks, Pumps, Motors, Compressors , Water Treatment Plant equipment, filters and auxiliary equipment	440,500	1,925,000	500,000	1,075	1,650	2,725	497,275
12	Cambalache	Maintenance & Repairs Electric Power Equipment, electronic controls and Associated Systems including related Technical Services	Inspections, procurement, necessary repairs and maintenance of Control Systems, transformers, load centers, breakers, relays, UPS and associated systems	352,400	500,000	100,000	197,860	218,219	416,079	(316,079)
13	Costa Sur	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Water Treatment Plant Maintenance Services (Sewer and Processed Waters); Fire Protection System - Improvements, Inspection and Repairs; Water Pretreatment and Treatment (DEM)Reverse Osmosis & Electrodeionization System Maintenance Services; standby generators and unit corrosion treatment	1,088,150	1,850,000	219,000	845,543	(531,608)	313,935	(94,935)
14	Costa Sur	Maintenance & Repairs Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Auxiliary Equipment Procurement and Repair Works for Boilers; Inspection, and Repair Refractory, Insulation; Procurement of Condenser Vacuum Pumps; Procurement of (2) 72" Butterfly Valve W/ Electrical Operators for North and South Sectionalizer Valves CCWP's; Procurement and installation of 2 Acoustic Gas Temperature Measurement System for Boilers Units 5 and 6	2,621,484	4,739,000	255,500	1,124,623	1,075,385	2,200,008	(1,944,508)
15	Costa Sur	Maintenance & Repairs Environmental Compliance of Auxiliary Equipment (CWA, CAA, OPA) including related Technical services	Rehabilitation of CEMS (Air Quality Compliance EPA); Protective mesh on the condenser inlet suction to comply with 316B (Clean Water Act); Procurement and Installation of 2 sets of Opacity Monitor Durag (one per stack, two stacks per Unit) Units 5 and 6	506,575	450,000		50,674	-	50,674	(50,674)
16	Costa Sur	Unit Environmental Outages	Unit environmental outage with minor repairs to comply with Environmental regulations	2,202,500	2,500,000		51,005	123,086	174,091	(174,091)
17	Costa Sur	Maintenance & Repairs Turbine-Generator & Associated Equipment including related Technical Services	Turbo Generator & Auxiliary Equipment Procurement, Repairs and Maintenance	1,101,250	2,750,000	182,500	738,941	133,586	872,526	(690,026)
18	Costa Sur	Maintenance & Repairs Tanks & Pipelines, Equipment & Accessories (Fuel, Water, Chemicals)	Maintenance and repairs of metering station, PRV's, replacement of isolation valves, painting, integrity tests, repairs and maintenance of the Fuel System including but not limited to tanks, pipelines, valves, etc.	440,500	850,000		10,692	-	10,692	(10,692)
19	Mayaguez	Maintenance & Repairs Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Repair & Replacement of Combustion systems, Gas turbines, Auxiliary equipment and associated systems.	7,070,025	5,965,000		677,865	260,441	938,307	(938,307)

20	Palo Seco	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Procurement of new main feed filter for the water treatment plant, fire protection system - Improvements, inspection and repairs; Travelling Screens Repair, Internal Fixed Screens Replacement, Raw Water Pumps Replacement, WTP tanks rehabilitation, Demi Cathionic Vessels, Repairs to Electro Hydraulic System Accumulators, Safety issues on Sargazum area, Servo-hydraulic oil reconditioning system, balance of plant related equipment maintenance and repairs.(Water Treatment Plant, Demi Plant, hydraulic & pneumatic control systems, fire protection)	1,341,323	1,093,175	328,500	265,810	977,294	1,243,104	(914,604)
21	Palo Seco	Maintenance & Repairs Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Boiler, HRSGs& Auxiliary Equipment inspections, parts procurement, maintenance and repairs, Economizer Water Inlet Valve, Chimneys balconies rehabilitation, etc..	748,850	2,485,500	438,000	215,338	530,650	745,988	(307,988)
22	Palo Seco	Environmental Outage Unit 3	Unit environmental outage with minor repairs to comply with Environmental regulations	1,982,250	2,000,000		1,518,344	1,223,532	2,741,876	(2,741,876)
23	Palo Seco	Maintenance & Repairs Electric Power Equipment, electronic controls and Associated Systems including related Technical Services	UPS Cyberex/ABB Upgrade, Switchgear repairs (including infrastructure), Auxiliary Electrical Power equipment, batteries, transformers, protections, control boards, etc.	752,154	641,363	54,750	388,612	45,729	434,340	(379,590)
24	Peakers	Maintenance & Repairs of Turbine/Generator Components, Fire Systems & Auxiliary Equipment including related Technical Services	Major inspections and necessary repairs of the Gas Turbines, combustors, Gas path ducts, Auxiliary equipment and associated systems.	898,620	621,500	416,100	1,620,442	76,596	1,697,038	(1,280,938)
25	San Juan	Maintenance & Repairs for Balance of Plant Equipment and associated systems including related Technical Services	Procurement and installation Air Compressors, Water Treatment Plant - Multimedia Filter Parts & Maintenance Services, Fire Protection repairs and improvements, Reverse Osmosis and Ultrafiltration Water Pretreatment System Parts & Services, Removal of Old Overhead Crane from Travelling Screens, Reverse Osmosis and Ultrafiltration Water Pretreatment System DCS Foxboro, Compress Air Dryers Rehabilitation, Cooling Towers Pumps Rehabilitation, etc	1,814,860	2,901,850	281,050	278,867	1,025,988	1,304,855	(1,023,805)
26	San Juan	Maintenance & Repairs Boiler Components, Fire Systems & Associated Equipment including related Technical Services	Boiler, HRSGs& Auxiliary Equipment inspections, parts procurement, maintenance and repairs; Acquisition & Installation BFWP LP U5 & 6 (3 Pumps), Condensers Coating & Repair U5&6, procurement CCWP-5&6, Units 5 & 6 Condenser Pit Draining System Rehabilitation	2,748,720	2,135,600	896,000	1,842,119	2,102,844	3,944,963	(3,048,963)
27	San Juan	Units 5&6 LTSA & Gas Conversion & general repairs and auxiliary equipment	Inspection, maintenance and repairs of CT's 5& 6 and payments for the dual fuel conversion of units 5 & 6, unit 9 general repairs and auxiliary equipment repair/replacement.	19,188,700	21,500,000	23,000,000	12,321,149	5,096,600	17,417,749	5,582,251
28	San Juan	Maintenance & Repairs Turbine-Generator & Associated Equipment including related Technical Services	Turbo-Generator and associated Equipment Procurement, Repairs and Maintenance	1,524,130	1,766,900	1,595,000	418,457	250,751	669,208	925,792
29	San Juan	Maintenance & Repairs Electric Power Equipment, electronic controls and Associated Systems including related Technical Services	Battery Chargers Replacement, Electrical Breakers Rehabilitation, Procurement of Electrical Motors and associated electrical components, Switch Gear Rehabilitation	1,086,069	1,062,612		761,954	794,121	1,556,075	(1,556,075)
30	BESS	TESLA LTSA	Maintenance agreement for Battery Energy Storage System	881,000			-	-	-	-
31	Temp Pwr	O&M - Temporary Power		17,000,000	17,000,000	17,000,000	3,885,097	13,076,863	16,961,960	38,040
32	All Systems	IT/OT	ERP, EAM, Demarcation, and infrastructure upgrades/replacement	5,681,000	750,000		34,200	23,844	58,044	(58,044)
33	All Systems	All plant necessary projects	Work on Substation/Transformers, Performance Tests, Coordination Studies, Generators & Tanks and delivery systems inspection & improvements	11,796,900	5,725,000	7,900,000	2,588,311	1,007,187	3,595,498	4,304,502
34	All Systems	Special Projects	Forced/Unplanned outages & finalization of previous FY projects	5,917,000			15,338,165	(558,019)	14,780,146	(14,780,146)
TOTAL				\$ 130,318,281	\$ 103,863,000	\$ 53,538,700	\$ 50,147,494	\$ 29,790,775	\$ 79,938,268	\$ (26,399,568)

Other Required - Budget to Actuals - FY26

		Budget		ACTUALS			
Title	Description	PROVISIONAL BUDGET	APPROVED BUDGET APRIL 2026	Actuals (as of April)	MAY - JUNE	TOTAL	APPROVED BUDGET VS ACTUALS
Labor operating expenses	Labor operating expenses	75,404,000	67,863,600	56,516,108	14,999,210	71,515,317	(3,651,717)
Communications expenses	Communications expenses	1,232,000	-	643,233	298,705	941,938	(941,938)
GMR	Generation Maintenance Reserve (GMR)	11,671,000	-	8,116,795	2,205,826	10,322,622	(10,322,622)
TOTAL		\$ 75,404,000	\$ 67,863,600	\$ 56,516,108	\$ 14,999,210	\$ 71,515,317	\$ (3,651,717)

EXHIBIT 2

San Juan Combined Cycle Units 5 & 6 Long Term Services Agreement — Second Amendment
(Contract No. 2024-G00465)

SECOND AMENDMENT

**SAN JUAN
COMBINED CYCLE UNITS 5 AND 6
LONG TERM SERVICES AGREEMENT
2024-G00465
2016-P00069-B**

This **SECOND AMENDMENT TO LONG TERM SERVICES AGREEMENT** (this “Amendment”) is made and entered into as of June 4, 2024 (the “Effective Date”), by and between the **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico (“PREPA”), represented herein by its agent, **GENERA PR LLC** (“Genera”), a Puerto Rico limited liability company, and **MHI POWER PUERTO RICO, LLC**, a Puerto Rico limited liability company (“Contractor”). Each of PREPA and Contractor are sometimes referred to herein as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, PREPA and Contractor are parties to that certain Long Term Services Agreement dated March 24, 2016, as amended by that certain First Amendment to Long Term Services Agreement dated March 24, 2022 (collectively, the “Agreement”);

WHEREAS, on January 24, 2023, the Puerto Rico Public-Private Partnerships Authority, a public corporation of the Commonwealth of Puerto Rico (“P3A”), Genera, and PREPA entered into the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (the “Generation O&M Agreement”), whereby P3A, Genera and PREPA agreed that as of the Service Commencement Date (as defined therein), which occurred on or about July 1, 2023, Genera became the operator of the Legacy Generation Assets (as defined therein), as an agent of PREPA;

WHEREAS, pursuant to section 5.2(b) (Agent Designation) of the Generation O&M Agreement, PREPA designated and appointed Genera as its agent, and Genera accepted such designation and appointment, for the purpose of entering into Facility Contracts (as defined therein) on behalf of and for the account of PREPA, as may be necessary or appropriate to operate and maintain the Legacy Generation Assets and to make such additions and extensions thereto in accordance with the terms of the Generation O&M Agreement;

WHEREAS, in accordance with the terms and conditions of the Generation O&M Agreement, and pursuant to the authority granted thereunder, Genera is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Amendment;

WHEREAS, PREPA and Contractor have entered into good faith negotiations regarding the terms and conditions under which Contractor would continue to provide PREPA with scheduled and non-scheduled inspections, maintenance, parts and services on the Covered Units (as defined in the Agreement) at a reduced variable fee rate to generate savings to Puerto Rico; and

WHEREAS, PREPA and Contractor desire to further amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. Capitalized Terms.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the capitalized terms defined and set forth in this Amendment and the defined terms of the Agreement, the definitions set forth in this Amendment shall control.

2. Amendments to the Agreement.

2.1 Term. Article 4.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“The “Term” of the LTSA shall commence upon execution of the LTSA, (“Effective Date”), and shall continue until “LTSA End Date”, which will be the later of: a) the earlier of Unit 5 reaching (i) 180,000 EFH, or (ii) 5,700 ES; (b) the earlier of Unit 6 reaching (i) 192,000 EFH, or (ii) 6,000 ES for Unit 6, starting both units from First Fire after completion of last Planned Maintenance Inspections performed on each unit under the Previous LTSA; and (c) the completion of the third Major Inspection (MI) performed on each Covered Unit under this Contract.

While the Term of the Contract is as indicated above, actual performance of the Contract as to each Covered Unit shall commence from the Performance Start Date and shall expire as to each Covered Unit at the point in time when the conditions indicated in this Article are satisfied as to that Covered Unit.”

2.2 Sunset Termination. Article 4.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Notwithstanding the foregoing, if the Term has not expired under Article 4.1 by the date that is twenty-five (25) years following the Effective Date (the “Sunset Termination Date”), this Contract will automatically terminate. Upon such termination the Parties shall perform a “true-up” in accordance with the provisions of Exhibit 22.”

2.3 Exclusivity. Article 6.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

“During the Term, PREPA shall utilize Contractor, on an exclusive basis, for the provision of Covered Parts, Miscellaneous Hardware, Non-Covered Parts, and Services to be performed on the Covered Unit(s) and Services on the Generator Units during any and all Planned Maintenance, Collateral Damage Repair, and Extra Work on the Covered Unit(s).

Notwithstanding anything to the contrary, in the event: (a) (i) Contractor fails to repair or correct an issue existing on equipment subject to this exclusivity clause within thirty (30) days or such longer period as is reasonable given the nature of the repair or correction (but provided in each case that Contractor diligently pursues such repair or correction), and (ii) the Covered Unit(s) or Generator Units cannot be returned to service; or (b) PREPA considers Contractor pricing for Extra Work (which shall exclude work performed under a time and material basis) over \$100,000 (one hundred thousand US Dollars) not to be competitive (i.e., at least twenty percent over estimated market value) with similar scope of work from a comparable quality service provider; then PREPA may self-perform or have a third party perform such Extra Work.

In the event PREPA elects to self-perform or have a third party perform the Extra Work pursuant to subclause (b) of the second paragraph immediately above: (i) Contractor's warranty under Article 10 shall be void with respect to such Extra Work and Contractor shall have no obligation to pay the Collateral Damage Coverage caused by such Extra Work performed by PREPA or a third party; and (ii) if such Extra Work is performed as part of a Planned Maintenance Inspection and causes delays in the outage duration included in Article 5.3, "Outage Durations", such delays will be excluded from the calculation of liquidated damages, and its impacts (including but not limited to standby time), if any, shall be discussed by the Parties in accordance with the Contract.

2.4 Maintenance Intervals. Beginning on (i) for Unit 5, the date of completion of the last Combustion Inspection before the Effective Date of this Amendment, and (ii) for Unit 6, the date of completion of the first MI after the Effective Date of this Amendment, with respect to each Covered Unit, the Parties agree that Planned Maintenance Intervals shall be adjusted from 12,000 EFH to 16,000 EFH, and in consequence agree to modify the following sections of the Contract:

2.4.1 Definition of EFH. Section 24 in Article 1 is hereby amended and restated in its entirety to read as follows:

"EFH" means Equivalent Fired Hours, which shall be as described in Exhibit 9, with the following exceptions: a) SI (Correction factor for steam injection) shall be 1.17 for 16,000 EFH Planned Maintenance intervals, and 1.0 for 8,000 EFH intervals; b) The maximum value of SI=1.8 will not be applied for PREPA's oil firing conditions. Applicable SI factor value may be later reduced at Contractor's sole decision. PREPA shall be entitled at any time to request Contractor to evaluate a further reduction in the SI factor value applicable to 16,000 EFH intervals. Contractor shall evaluate such request and, based on its sole decision will reduce or maintain the SI= 1.17, providing PREPA with the engineering basis and criteria for such decision; c) Maximum Steam/Fuel ratio (S/F) in normal operation shall be up to 1.8, with the possibility for PREPA to temporarily raise it in cases of emergency to meet emission permit requirements, giving prior notice of setting changes for S/F above 1.8 to Contractor via RMC operator."

2.4.2 Calculation of WO-1-LTSA-PR Variable Fee. Article 8.5.3.2 is hereby amended and restated in its entirety to read as follows:

“The Variable Fee shall be calculated by multiplying the number of EFH accumulated by each gas turbine during the LTSA Invoice Period by the escalated price per EFH as set forth in WO-1-LTSA-PR. WO-1-LTSA-PR shall not be subject to additional interval extension charges for EFH accumulated above 16,000 as described for WO-2-LTSA-US in Article 8.5.3.3.”

2.4.3 Calculation of WO-2-LTSA-US Variable Fee. Article 8.5.3.3 is hereby amended and restated in its entirety to read as follows:

“The Variable Fee for WO-2-LTSA-US shall be the sum of the following components:

Component 1: The fee calculated by multiplying the number of EFH accumulated by each gas turbine during the LTSA Invoice Period by the escalated base EFH rate as set forth in WO-2- LTSA-US.

Component 2: In the event that the Covered Unit has accumulated between 16,001 to 16,400 EFH since the completion of the previous Inspection, then in addition to the payments calculated under Component 1 above, PREPA shall pay Contractor for the EFH accumulated on the Covered Unit in excess of 16,000 EFH up to 16,400 EFH since the completion of the previous Inspection, calculated at the Component 2 rate as set forth in WO-2-LTSA-US; and

Component 3: In the event that the Covered Unit has accumulated between 16,401 to 16,500 EFH since the completion of the previous Inspection, then in addition to the payments calculated under Component 1 (from 0 to 16,500 EFH) and Component 2 (only between 16,001 and 16,400 EFH) above, PREPA shall pay Contractor for the EFH accumulated on the Covered Unit in excess of 16,400 EOH up to 16,500 EFH since the completion of the previous Inspection, calculated at the Component 3 rate as set forth in WO-2-LTSA-US.

In no event shall any Covered Units be operated more than 500 EFH above the applicable maintenance interval (16,000 EFH) since last Planned Maintenance Inspection unless Contractor has conducted a Borescope Inspection and such extended running time has been approved by Contractor's Gas Turbine Engineering department. In case of approval, the Component 3 rate shall be applicable to all EFH of the extended interval.

Example of how the calculations described in Article 8.5.3.3 are performed is set forth below:

When the Covered Unit has accumulated 16,500 EFH since the previous Inspection the following calculations will apply.

- (i) PREPA would pay Contractor for the 16,500 EFH accumulated on the Covered Unit since the previous Inspection at the base EFH rate of \$330.00/EFH, as escalated per Article 8.9:

$$16,000 \text{ EFH} \times \$330.00/\text{EFH} = \$5,280,000; \text{ and}$$

- (ii) PREPA would pay Contractor an additional amount for the EFH between 16,000 EFH and 16,400 EFH at the Component 2 rate of \$49.50 / EFH, as escalated per Article 8.9:

$$400 \text{ EFH} \times \$49.50 \text{ EFH} = \$19,800; \text{ and}$$

- (iii) PREPA would pay Contractor for the EOH between 16,400 EOH and 16,500 EFH at the Component 3 rate of \$82.50 /EFH, as escalated per Article 8.9:

$$100 \text{ EFH} \times \$82.50 /\text{EFH} = \$8,250$$

- (iv) Total paid to Contractor:

$$\$5,280,000 + \$19,800 + \$8,250 = \$5,308,050''$$

2.4.4 LTSA Minimum Payment and Credit due to Early Inspection. Article 8.6 is hereby amended and restated in its entirety to read as follows:

“In the event that Contractor performs an Inspection prior to the time when: a) a Covered Unit accrues 16,000 EFH since previous Outage performed under this Contract; then an early inspection minimum payment will apply pursuant to 8.6.1 and a resulting credit shall be calculated for the purpose of offsetting Variable Fees charged on EFH exceeding 16,000 pursuant to 8.6.2.”

2.4.5 Early Inspection Variable Fee Minimum Payment. Article 8.6.1 is hereby amended and restated in its entirety to read as follows:

“When a Planned Maintenance inspection is performed prior to 16,000 EFH, the Variable Fees for the current LTSA Invoices for WO-1-LTSA-PR and WO-2-LTSA-US shall be calculated by adding the actual EFH accumulated plus the difference between 16,000 EFH and the actual accumulated EFH at the time of the Planned Maintenance inspection.”

2.4.6 Early Inspection Variable Fee Credit. Article 8.6.2 is hereby amended and restated in its entirety to read as follows:

“The early inspection Variable Fee credit shall apply to WO-2-LTSA-US only and shall be equal to the amount of 16,000 EFH minus the actual accrued EFH at the time of the early Planned Maintenance inspection multiplied by the base EFH rate. In each instance where there is an EFH credit amount for an inspection performed prior to 16,000 EFH, the Parties will apply the EFH credit amount to the extent

additional payment during the term of the LTSA is otherwise due for future inspections performed after accumulating EFH greater than 16,000, for both Covered Units. Notwithstanding the foregoing, in the event that a credit amount remains at the LTSA End Date, such credit amount shall expire without payment or future credit to PREPA.

Example of how the calculations described in Article 8.6.2 is set forth below:

Such Inspection occurs when the Covered Unit has accumulated 15,300 EFH since the previous Inspection.

- (i) PREPA would pay Contractor for the 15,300 EFH accumulated on the Covered Unit since the previous Inspection at the base EFH rate of \$330.00/EFH as escalated per Article 8.9:

$$15,300 \text{ EFH} \times \$330.00/\text{EFH} = \$5,049,000; \text{ and}$$

- (ii) PREPA would pay Contractor an amount for the EFH between 15,300 EFH and 16,000 EFH at the base EFH rate of \$330.00/EFH as escalated per Article 8.9:

$$700 \text{ EFH} \times \$330.00/\text{EFH} = \$231,000.$$

- (iii) Total paid to Contractor since the previous Inspection:

$$\$5,049,000 + \$231,000 = \$5,280,000$$

PREPA would receive an EFH Credit Amount in the amount of $(16,000 \text{ EFH} - 15,300 \text{ EFH}) \times \$330.00/\text{EFH} = \$231,000$ to be applied for Variable Fees charged for EFH in excess of 16,000 at the time of the next CI, TI, or MI inspection.

2.5 Maximum Funding Limit and Associated Work Orders.

(a) The Parties agree to increase The Maximum Funding Limit included in Article 8.8, "Consideration" from U.S. \$159,940,846 to U.S. \$251,805,398.

- (b) The funding amount for the following Work Orders has been increased as follows:

- (i) Work Order No. WO-1-LTSA-PR: U.S.\$ 44,432,684;

- (ii) Work Order No. WO-2-LTSA-US: U.S.\$ 140,290,912;

- (iii) Work Order No. WO-3-EXTRAWORK-PR: U.S.\$ 20,628,672;

- (iv) Work Order No. WO-4-EXTRAWORK-US: U.S.\$ 30,883,672; and

- (v) Work Order No. WO-5-CRI-US: U.S.\$ 5,784,729.

2.6 Price and Payment Terms.

(a) As of the Effective Date of this Amendment, the Variable Fee Base EFH Rate shall be U.S. \$330.

(b) Notwithstanding the aforementioned, and only in the event that this Amendment is signed on or before June 30, 2024, the new Variable Fee Base EFH Rate set forth in Section 2.6(a) above shall come into effect 90 days before the Effective Date for Unit 5, and be applied as further detailed in Section 2.7 of this Amendment.

2.7 Unit 5 Credit.

(a) If this Amendment is signed on or before June 30, 2024, PREPA will be entitled to a credit of U.S. \$323.34 for each EFH accrued on Unit 5 between the Effective Date of this Amendment and the date 90 days prior.

(b) For the purposes of example and explanation only:

If Unit 5 incurs 650 EFH between the period of time set forth in Section 2.7(a), the credit PREPA is entitled to would be: U.S. \$210,171.

$$650 \text{ EFH} \times \text{U.S. } \$323.34 = \text{U.S. } \$210,171$$

(c) Contractor shall apply such credit(s) to invoices pertaining to work orders, other than Work Order No. WO-1-LTSA-PR, Work Order No. WO-2-LTSA-US, or Work Order No. WO-5-CRI-US, as a discount of up to thirty percent (30%) per invoice until PREPA has received the full value of such credit(s).

2.8 Escalation. The third paragraph of Article 8.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Each of the Articles 8.5.2 and 8.5.3 LTSA Invoice component prices shall be escalated in accordance with the following escalation indexes and formula. All escalation calculations shall be performed to the fourth decimal place after which the value of P_i shall be truncated to the nearest 100th of a dollar.

$$P_i = P_{i-1} \times (1 + (.025 + (\max(0, y-.05))))$$

where:

P_i = Adjusted price of the year of the date of payment

P_{i-1} = Adjusted price of the year preceding P_i

P_0 = Price as of the Effective Date of this Amendment (to be used in year 2024), which shall be \$330/EFH.

y = quotient between the “Consumer Price Index – Unadjusted, US City Average, All Items”, Series ID CUUR0000SA0, published by the United States of America’s Bureau of

Labor Statistics, January index for the year preceding the payment year and the January Index for 2023, rounded to the third decimal.

For avoidance of doubt, in any case, escalation will not be lower than 2.5% per year.

For the purposes of example and explanation only:

Example 1:

If $y = 6.4\%$ and $P_{i-1} = 100$, then $P_i = 103.9$

$$100 \times (1 + (.025 + (.064 - .05))) = 103.9$$

Example 2:

If $y = 4.9\%$ and $P_{i-1} = 100$, then $P_i = 102.5$

$$100 \times (1 + (.025 + 0)) = 102.5$$

Example 3:

If $y = 1.5\%$ and $P_{i-1} = 100$, then $P_i = 102.5$

$$100 \times (1 + (0.25 + 0)) = 102.5"$$

2.9 Subclause (c) of Article 10.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

“(c) following the end of Term in accordance with Article 4 the warranty period set forth in Article 10.3(a) above shall expire on the earlier to occur of (i) the accumulation of 16,000 EFH, (ii) the accumulation of 450 ES and (iii) one (1) year from the installation of the Covered Part or Miscellaneous Hardware.”

2.10 Subclause (c) of Article 10.5 of the Agreement is hereby amended and restated in its entirety to read as follows:

“(c) With respect to a Service performed in relation to Planned Maintenance or Collateral Damage Repair performed at any Outage immediately preceding the end of the Term, the warranty period set forth in Article 10.5(a) shall expire on the earlier to occur of: (i) the accumulation of 16,000 EFH, (ii) the accumulation of 450 ES, and (iii) one (1) year from the completion of the Service.

2.11 Warranty of Parts and Services. Article 10.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“10.1 Contractor warrants that any new, repaired or refurbished Parts, other than Covered Parts and Miscellaneous Hardware, (i) supplied by Contractor during the Term or (ii) supplied by Contractor under Previous LTSA, shall, when properly used, be free from defects in (a) design to the extent such Part is designed or manufactured by Contractor and

the defect manifests itself in a failure of such Part or results in a partial loss of performance of a Covered Unit pursuant to the conditions set forth in the following paragraph, (b) material and (c) workmanship, excluding normal wear and tear; and that the Services performed during the Term (including at any Outage immediately preceding the end of the Term) shall be performed in a competent and diligent manner in accordance with Contractor Good Industry Practice.

For any partial loss of performance of a Covered Unit as described in clause (a) of the preceding paragraph, Contractor warrants the design of such Part (other than Covered Part or Miscellaneous Hardware) and agrees to carry out a Root Cause Analysis (“RCA”) only to the extent the partial loss of performance can be measured to five percent (5%) or more compared with the most recent performance test of such unit. If the conclusion of the RCA determines that the loss of performance is unrelated to a defect in design of the Part, then the Parties shall address any further warranties, Work or Extra Work in accordance with the remainder of this Contract.”

2.12 Warranty of Parts and Services. Article 10.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“10.2 Contractor warrants that any new, repaired or refurbished Covered Parts and Miscellaneous Hardware, (i) supplied by Contractor during the Term or (ii) supplied by Contractor under Previous LTSA, shall, when properly used, be free from failure, including excessive wear or failure due to defects in (a) design to the extent such Part is designed or manufactured by Contractor and the defect manifests itself in a failure of such Covered Parts or Miscellaneous Hardware or results in a partial loss of performance of a Covered Unit pursuant to the conditions set forth in the following paragraph, (b) material and (c) workmanship.

For any partial loss of performance of a Covered Unit as described in clause (a) of the preceding paragraph, Contractor warrants the design of such Covered Part or Miscellaneous Hardware and agrees to carry out a RCA only to the extent the partial loss of performance can be measured to five percent (5%) or more compared with the most recent performance test of such unit. If the conclusion of the RCA determines that the loss of performance is unrelated to a defect in design of the Part then the Parties shall address any further warranties, Work or Extra Work in accordance with the remainder of this Contract.”

2.13 Notice of Defect. Subclause (iii) of Article 10.8 of the Agreement is hereby deleted in its entirety and replaced with “Intentionally Left Blank”.

2.14 Limited Warranty. Article 10.10 of the Agreement is hereby amended and restated in its entirety to read as follows:

“10.10 THIS IS A LIMITED WARRANTY. THE UNDERTAKINGS AND OBLIGATIONS OF CONTRACTOR WITH RESPECT TO THE QUALITY OF WORK UNDER THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES WHETHER STATUTORY, ORAL, OR IMPLIED WARRANTIES, (INCLUDING FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY).

THE REMEDIES SET FORTH IN THIS CONTRACT SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND PREPA'S EXCLUSIVE REMEDIES FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS WHETHER CLAIMS OF PREPA ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

NONE OF PREPA'S RIGHTS OR REMEDIES UNDER THIS WARRANTY ARTICLE MAY BE CONFERRED UPON ANYONE OTHER THAN PREPA, ITS SUCCESSORS OR PERMITTED ASSIGNS.

Contractor's obligations in this Article 10 shall apply to Extra Work, described in Article 1 Definitions, unless the Parties mutually agree otherwise when Contractor undertakes such Extra Work."

2.15 Payment Upon Termination.

(a) The first paragraph of Article 18.5.2 is hereby amended and restated in its entirety to read as follows:

"In the event that WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US or WO-5-CRI-US are terminated for (i) PREPA's continuous default of any payment obligation pursuant to Article 18.2 (a "PREPA's Event of Default") not cured within sixty (60) days after notice from Contractor; (ii) PREPA's failure to increase the Maximum Funding Limit pursuant to Article 8.7; or (iii) PREPA's convenience or inability to operate the Covered Units due to regulatory constraints, then PREPA shall pay to Contractor within 180 days of the termination date, the Termination Amounts described in Exhibit 22."

(b) The second paragraph of Article 18.5.2 is hereby amended and restated in its entirety to read as follows:

"If (1) (a) Contractor (i) materially breaches this Contract, or (ii) fails to respond to its warranty obligations in accordance with Article 10 of the Contract, or (b) (i) a warranty non-conformity occurs with the same Part or Service four or more times within a period of time equal to one Major Inspection cycle, or (ii) a forced outage occurs as a result of a Part or Service and Contractor has not responded to such outage within thirty (30) days or such longer period as is reasonable given the nature of the repair but provided in each case Contractor diligently pursues such repair (each, a "Contractor's Event of Default"), (2) Contractor does not cure such Event of Default within the applicable Cure Period and (3) PREPA terminates this Contract for Contractor's uncured Event of Default, then Contractor shall owe PREPA the Termination Amounts as described in Section E22.2 "Termination Fees" subsection b) of Exhibit 22."

2.16 Definitions.

(a) Add the following definition of “Event of Default” to Article 1, as follows:

““Event of Default” means either a PREPA’s Event of Default or a Contractor’s Event of Default, as set forth in Article 18.5.2.”

(b) The definition of “Cure Period” in Article 1 is hereby amended and restated in its entirety as follows:

““Cure Period” means, with respect to a Contractor’s Event of Default, (i) the period of sixty (60) days following notice from PREPA of the Event of Default, or (ii) if the relevant Event of Default cannot be cured by Contractor within sixty (60) days using all reasonable efforts, such longer period as PREPA may allow in its sole discretion, provided that there shall be no cure period with respect to the Event of Default set out in clause (1)(b)(i) of the second paragraph of Article 18.5.2 or any other Event of Default that occurs four or more times within a period of time equal to one Major Inspection cycle.”

2.17 Planned Maintenance Schedule and Work Scopes. Part E2.1 of Exhibit 2 to the Agreement is hereby amended and restated in its entirety as set forth in Attachment 1 to this Amendment.

2.18 Equivalent Fired Hours/Effective Starts Formula. The definition of “Correction factor for steam injection “SI”” in Exhibit 9 to the Agreement is hereby amended and restated in its entirety to provide for a maximum Steam/Fuel mass ratio of 1.00 [Max. S/F=1.0] and read as follows:

“Correction factor for steam injection “SI”

Steam augmentation is used to increase power. The “SI” multiplier shall be applied to actual operating hours with steam injection because of the larger thermal conductivity of steam. “SI” is a function of Steam/Fuel mass ratio (S/F) and calculated in the equation below.

$$SI=1+0.1785714 (S/F) \text{ [Max. S/F=1.0]}$$

When injecting steam for power augmentation, firing temperature shall be decreased.

If firing temperature is not decreased, a maximum factor of 1.8 will be applied.

To help enable the effect of the SI factor as per above consideration, the following provisions shall apply:

1. PREPA will utilize Ultra Low Sulfur No. 2 fuel oil as the liquid fuel (the “Liquid Fuel”) in compliance with Contractor’s Liquid Fuel Specification (IBSTD-10012 R1.0) included in Exhibit 6.
2. PREPA shall carry out an initial sample of the Liquid Fuel in the storage tank to demonstrate compliance with Contractor’s Liquid Fuel Specification (IBSTD-10012 R1.0).

3. PREPA will sample incoming Liquid Fuel deliveries.
 - a. All Liquid Fuel analyses obtained by PREPA are to be shared with Contractor within three (3) weeks of the fuel sample collection.
 - b. Deviations from Liquid Fuel specifications are to be evaluated by Contractor.
4. PREPA will conduct one (1) condition-based assessment of TBC coating conditions on Unit 5 via borescope inspection (“BSI”). PREPA shall bear the costs related to such condition-based assessment. Results of the condition-based assessment will be evaluated by Contractor and, if there are any findings, the Parties will collaborate to resolve. PREPA will conduct such BSI before the Turbine Inspection that is scheduled for 2025 per Section E2.1 “Planned Maintenance Schedule” of Exhibit 2 of the Agreement. If PREPA carries out the BSI on Unit 5 during the Major Inspection of Unit 6 scheduled for 2024, then the BSI costs will be covered by Contractor.

2.19 Notification. Article 24 is hereby amended and restated in its entirety to read as follows:

“ARTICLE 24. NOTIFICATION

All LTSA Contract related notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of receipt, and shall be either served in person by written note to the Party to whom notice is to be given, sent by email, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Article 24. Any communication or notice given by email is effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.

To PREPA:

Puerto Rico Electric Power Authority
c/o GENERA PR LLC, its agent
250 Muñoz Rivera Ave, Suite 1200
San Juan, PR 00918
Email: legal@genera-pr.com

To Contractor:

MHI Power Puerto Rico, LLC
166 Ave. De la Constitución
San Juan, PR 00901
Attention: Prasanth Thupili
Email: prasanth.thupili@amermhi.com”

2.20 Termination Fees. Section E22.2 of Exhibit 22 is hereby amended and restated in its entirety as follows:

“E22.2 Termination Fees

In addition to any amount to be paid or credited after True-up, the following Termination Fees shall be applicable:

In case of default:

The Parties agree that, if an Event of a Default per Article 18.5.2 of the Contract shall occur, the actual damages to the defaulting Party will be difficult to measure and that the payment of the following shall be imposed in lieu of actual damages and not as a penalty.

a) By PREPA’s Event of Default

In the event that this Contract is terminated by Contractor for PREPA’s Event of Default, in addition to the True-up described above, PREPA shall owe Contractor an amount which equals 15% of the cumulative unpaid Variable Fess at the time of termination (i.e. accounting for all the unpaid EFH from termination date until 372,000 EFH, the end of Term for both Covered Units)

b) By Contractor’s Event of Default

In the event that this Contract is terminated by PREPA for Contractor’s Event of Default, in addition to the True-up described above, Contractor shall owe PREPA an amount of two million US Dollars (\$2,000,000).

c) In case of PREPA’s sole decision for convenience:

PREPA may terminate this Contract for convenience in accordance with Article 18.5.2 first paragraph, subsection (iii), after each Covered Unit has completed the second MI under this Contract. In such event of termination for PREPA’s convenience, in addition to the True-up described above PREPA shall owe Contractor an amount equal to the lesser of: a) one million US Dollars (\$1,000,000) per Covered Unit, or b) the 15% of the cumulative unpaid Variable Fess at the time of termination (i.e. accounting for all the unpaid EFH from termination date until 372,000 EFH, the end of Term for both Covered Units).”

2.21 Stakeholder Election to Terminate. The Parties agree to add Section E22.3 to Exhibit 22 as follows:

“E22.3 Stakeholder Termination

Notwithstanding anything to the contrary, in the event PREPA terminates this Contract for convenience at the request of the Federal Oversight and Management Board for Puerto Rico (FOMB), the Puerto Rico Energy Bureau (PREB), or the Puerto Rico Public-Private Partnerships Authority (P3A) to permanently shut down and decommission the Covered

Units, PREPA shall only owe Contractor the applicable amount of True-up owed as described in Section E22.1 and no additional cancellation or termination fee of any kind.”

2.22 Confirmation of Life Expectancy.

Within seven (7) days after the Effective Date of this Amendment, Contractor shall provide to PREPA a formal technical letter that confirms the life expectancy of Contractor’s compressor blades and diaphragms since their first fire. In connection with the foregoing, Contractor shall confirm that the new compressor blades and diaphragms can withstand at least 144,000 EFH.

2.23 Rotor Exchange.

The Parties agree to the following price, credit, and other terms with respect to the next subsequent rotor exchange (which, for clarity, is separate from the rotor exchange covered by Expenditure Authorization 66-GT-6 Rotor Exchange):

Description	QTY	Net Price (USD)
Certified Un-bladed Rotor Ex- change	1	\$4,799,469
Exchange Credit In-Service Rotor	1	(\$595,000)
Total		\$4,204,469

(a) All pricing in this Section 2.23 excludes taxes, duties, additional fees, or country withholdings.

(b) Pricing in this Section 2.23 includes all discounts.

(c) Upon removal from the unit, Contractor will take title and risk of loss to the existing in-service rotor. In-service rotor is assumed to be repairable. Any major component fallout will be billed as Extra Work Authorization (EWAs) to PREPA.

(d) Rotor Exchange pricing excludes the following:

- (i) Round trip shipping. Will be invoiced at cost plus;
- (ii) New Exhaust Journal Bearing;
- (iii) Generator coupling and mate machining and oversized hardware;
- (iv) Bearings repairs; and
- (v) Field service to install rotor.

(e) The pricing in this Section 2.23 shall be valid only if PREPA provides a purchase order to Contractor at least twelve (12) months prior to the outage start date and a rotor exchange is committed for at least one (1) unit and up to two (2) units.

(f) Pricing in this Section 2.23 shall be valid for 2024 and such pricing will be escalated each year based on the LTSA escalation.

(g) This scope includes providing a certified refurbished rotor exchange during a Major Inspection currently. As part of the rotor exchange, Contractor will provide up to two (2) certified refurbished un-bladed rotors on-site, ready for installation into the turbine(s) when the outage begins. The exchange rotor(s) will include the following: Refurbished rotor certified for one service interval (128,000 operating hours).

3. Entire Agreement.

This Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. Except as amended by this Amendment, the Agreement shall continue in full force and effect.

4. Registration at the Office of the Comptroller.

PREPA shall submit this Amendment for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date of the Amendment. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Amendment has been signed by both Parties and submitted for registration as described above, and evidence of such registration shall be provided to Contractor.

5. Governing Law; Venue.

This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its choice of law principles. Also, the Parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Amendment.

6. Compliance with the Commonwealth of Puerto Rico Contracting Requirements.

6.1 General. Contractor acknowledges and agrees as follows:

(a) Contractor represents and warrants that, as of the Effective Date, (a) neither it nor its members has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property

taxes with the Municipal Revenues Collection Center (“CRIM”) and (b) neither it nor its members have a payment plan in place with respect to any outstanding debt for the foregoing items.

(b) Contractor shall have delivered to PREPA prior to, or shall deliver to PREPA on, the Effective Date:

(i) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

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

(1) the Contractor’s current RUL or RUP registration; or

(2) in lieu of the RUL or RUP registration required above, each of the following: (A) a copy of Contractor’s Merchant’s Registration Certificate; (B) a Certificate of Good Standing issued by the Puerto Rico Department of State; (C) a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico; (D) a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods; (E) a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth; (F) a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years; (G) a certification issued by the Puerto Rico Child Support Administration (ASUME) reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws; (H) a sworn statement under Act 2-2018, signed before a notary public, in the form attached hereto as Attachment 2; (I) an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property; (J) a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance or has no obligations related thereto.

6.2 Anti-Corruption; Sanctioned Persons. Contractor covenants, represents and warrants to PREPA as follows:

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

transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

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

(c) Contractor and Contractor Group Members maintain and implement as of the Effective Date, and shall maintain and implement, policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions.

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement, the services under this Agreement, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions.

(e) Contractor shall at all times comply with all applicable law regarding non-discrimination.

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

(g) Contractor shall inform PREPA and Genera if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth of Puerto Rico.

(h) Contractor shall inform PREPA if, at any time during the term of the Agreement, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property.

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

(j) In delivering the services under the Agreement, Contractor shall:

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

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

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

6.3 Filings. Contractor certifies and guarantees that:

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

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

(c) if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the “Law for the Strengthening of the Family Support and Livelihood of Elderly People”, the same is current and in all aspects in compliance; and

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

6.4 Consequences of Non-Compliance. Contractor expressly agrees that the conditions outlined throughout this Article 6 are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor’s negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

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

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

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

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

6.8 Interagency Services Clause: Pursuant to Memorandum No. 2023-001, Circular Letter 008-2023, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These goods or services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

6.9 Termination Clause. To the extent required by Act No. 3-2017 and OE-2021-003, or other Applicable Law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate the Agreement at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

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

6.11 Contractor Certification Requirement. The Parties acknowledge that Contractor has submitted a certification titled “Contractor Certification Requirement” required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico (“FOMB”), effective as of November 6, 2017 and amended on October 30, 2020, signed by Contractor’s Chief Executive Officer (or another official with an equivalent position or authority to issue such certifications). Contractor represents and warrants that the information included in Contractor Certification Requirement, as included in Appendix C of the FOMB’s Contract Submission Questionnaire, is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7. Payment Accounts.

All payments made under this Amendment will be charged to the following PREPA accounts: 01-1071-31101-KOE-683-100G00108018 and 01-1071-31101-KOE-683-100G00108019.

8. Binding Effect.

This Amendment shall be binding upon and insure to the benefit of the Parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

9. Counterparts.

This Amendment may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format (“PDF”) or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. Severability.

Any portion or provision of this Amendment that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Amendment or, to the extent permitted by law, rendering that or any other portion or provision of this Amendment invalid, illegal or unenforceable in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representative as of the Effective Date.

**PUERTO RICO ELECTRIC POWER
AUTHORITY, by its agent, GENERA PR
LLC**

MHI POWER PUERTO RICO, LLC

EIN: 66-0669557

Brannen McElmurray



Brannen McElmurray
Authorized Signatory of Genera PR LLC, as
agent on behalf of and for the account of
PREPA

Mark Bissonette
Executive Vice President

Attachment 1

Planned Maintenance Schedule and Work Scopes

E2.1

G1 5	Original LTSA		12K Interval		Amendment 2 16K Interval					Extension Cycle				
	TI	CI	TI	CI	MI	1-Nov-23	9/13/2025	1/25/2027	6/1/2029	4/19/2031	2/2/2033	12/13/2034	10/25/2036	
	Out #1	Out #2	Out #3	Out #4	Out #5	Out #6	Out #7	Out #8	Out #9	Out #10	Out #11	Out #12	Out #13	
EFH Count	8000	20000	32000	44000	56000	68000	84000	100000	116000	132000	148000	164000	180000	
ES Coount	300	750	1200	1650	2100	2550	3000	3450	3900	4350	4800	5250	5700	

GT 6	Original LTSA		12K Interval		Amendment 2 16K Interval					Extension Cycle				
	CI	TI	CI	TI	CI	MI	CI	TI	CI	MI	CI	TI	CI	MI
	Out #1	Out #2	Out #3	Out #4	Out #5	Out #6	Out #7	Out #8	Out #9	Out #10	Out #11	Out #12	Out #13	Out #14
EFH Count	8000	16000	28000	40000	52000	64000	80000	96000	112000	128000	144000	160000	176000	192000
ES Coount	300	600	1050	1500	1950	2400	2850	3300	3750	4200	4650	5100	5550	6000

Total Hours in amended Contract
372000

**San Juan
Combined Cycle Units 5 and 6
Long Term Services Agreement**

Between

**Puerto Rico Electric Power
Authority**

&

MHPS Puerto Rico, LLC

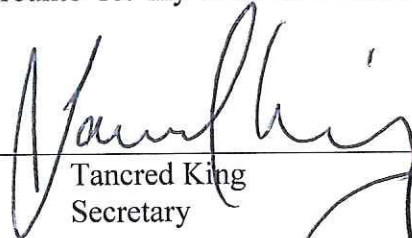
ADW

CERTIFICATION OF COMPANY SECRETARY
MHPS PUERTO RICO, LLC

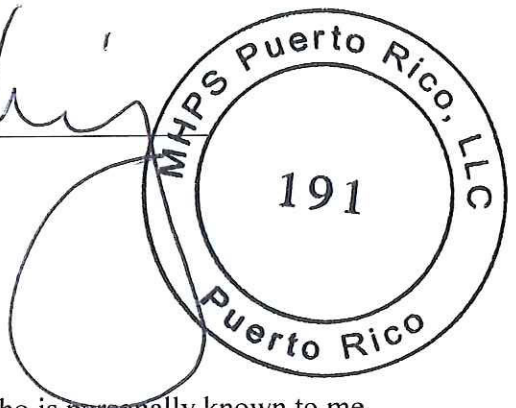
I, Tancred King, Secretary of MHPS Puerto Rico, LLC (the "Company"), a limited liability company organized under the laws of the Commonwealth of Puerto Rico, do hereby certify that the following is a true and correct excerpt of the resolution duly adopted by the sole Member of the Company, effective as of March 15, 2016, and that said resolution has not been revoked and is in full force and effect.

"NOW, THEREFORE, IT IS RESOLVED that, David M. Walsh, as President of the Company, is authorized and empowered on behalf of and in the name of the Company to obtain, execute and deliver any and all proposals, bids, agreements, instruments and/or other documents as in his judgement he deems necessary or desirable in the best interest of the Company, for the purpose of transacting the business of the Company."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 15th day of March, 2016.



Tancred King
Secretary



State of Florida
County of Seminole

On March 15th, 2016, before me personally appeared Tancred King, who is personally known to me to be the person whose name is subscribed to the above certificate and in my presence he executed same in his authorized capacity as Secretary of MHPS Puerto Rico, LLC.



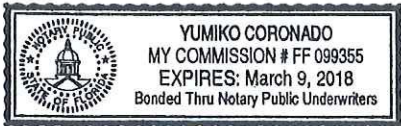




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SAN JUAN COMBINED CYCLE UNITS 5 AND 6 LONG TERM SERVICES AGREEMENT ("LTSA")

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WO-3-EXTRAWORK-PR	LTSA Extra Work to be done in Puerto Rico
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Exhibit 11	Covered Technical Field Assistance
Exhibit 12	Compressor Coverage
Exhibit 13	Comprehensive Rotor Inspection Pre-Assessment (Pre-CRI)
Exhibit 14	Comprehensive Rotor Inspection (CRI)
Exhibit 15	Inspection Labor Supply Responsibilities
Exhibit 16	Quality Management System
Exhibit 17	LTSA Invoicing Example
Exhibit 18	Equivalent Fired Hours Data Verification
Exhibit 19	Work Order and Expenditure Authorization forms
Exhibit 20	(Deleted)
Exhibit 21	Estimated Anticipated LTSA Cash Flow Requirements
Exhibit 22	Termination Amounts
Exhibit 23	Gas Turbine Pre-outage and Post-outage Performance Testing
Exhibit 24	Adjustment of Previous LTSA Variable Fees
Exhibit 25	Parent Corporate Guarantee Form

LONG TERM SERVICES AGREEMENT
San Juan Combined Cycle Units 5 and 6

This Long Term Services Agreement, hereinafter "LTSA", or this "Contract" is made between the Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, represented in this act by its Executive Director, Mister Javier Antonio Quintana Méndez, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and MHPS Puerto Rico, LLC, formerly known as MHPS-PR, LLC and hereinafter referred to as the "Contractor", a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, represented in this act by its President, Mister David Michael Walsh, of legal age, married, and resident of Winter Springs, Florida, U.S.A., by virtue of Certification of Company Secretary dated as of March 15, 2016, signed by Tancred King, Secretary of MHPS Puerto Rico, LLC. (PREPA and Contractor each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, on December 29, 2005, PREPA and Mitsubishi Power Systems, Inc. ("MPS"), entered into a Master Services Agreement for Professional Services for, among other things, the provision of certain support and assistance to PREPA in connection with two 501F Combustion Turbine Generators and two Ansaldo Steam Turbine Generators including related auxiliary equipment, at PREPA's San Juan Combined Cycle Project (the "Project"), and for long term maintenance services for certain equipment subject of the Master Services Agreement ("MSA");

WHEREAS, simultaneously with the execution of the MSA, PREPA and MPS executed an Assignment, Assumption and Consent Agreement whereby MPS' rights and obligations under the MSA were assigned and transferred to MPS-PR, LLC ("MPS-PR");

WHEREAS, on December 31, 2007, PREPA and MPS-PR executed a First Amendment to the MSA, the contract No. 2006-P00022-A (hereinafter "Previous LTSA") to, among other things, establish the terms and conditions to govern the long term maintenance services to be provided by MPS-PR at the Project and to increase the maximum funding limit of the MSA;

WHEREAS, on August 29, 2014, an amendment to the MSA was executed to document that on February 14, 2014, MPS-PR changed its name to MHPS Puerto Rico, LLC (hereinafter "MHPS");

WHEREAS, PREPA and MHPS have entered into negotiations for additional long term maintenance services for the Project;

WHEREAS, by virtue of Resolution No.4334, PREPA's Board of Directors has approved the execution of a Long Term Services Agreement with MHPS for the provision of the additional long term maintenance services required in the Project;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter stated, the Parties agree for themselves, their personal representatives, successors, and assignees, as follows:

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ARTICLE 1. Definitions

Whenever the words defined in this article or pronouns used instead, are mentioned in this Contract, they shall have the meanings here given:

1. "Additional Spare Parts" shall be as defined in Article 5.2.3, Additional Spare Parts.
2. "Adjustment of Previous LTSA Fees" shall be as defined in Article 8.5.5.
3. "Affiliate" means any entity or person that Controls, is Controlled by, or is under common Control with the Party in question.
4. "Applicable Law" shall be as defined in Article 22.2.1.
5. "Approved Amendment" shall mean the document used by the Parties to change or modify the Maximum Funding Limit and any other term or condition of the Contract. An Approved Amendment must be agreed upon through the signature of the LTSA Contracting Officer and Contractor's Authorized Representative.
6. "Approved Expenditure Authorization Revision" shall mean the document used by the Parties to change or modify the stated value, schedule or any other term or condition stated in an Expenditure Authorization. An Approved Expenditure Authorization Revision must be agreed upon through the signature of the Plant Manager and Contractor's Authorized Representative. An Approved Expenditure Authorization Revision shall not be granted by the Plant Manager if the sum of all Expenditure Authorizations and previously Approved Expenditure Authorization Revisions, when added to the proposed expenditure authorization revision, is greater than the value of the related Work Order. Under this condition, an Approved Work Order Revision must be granted to adequately increase the specified value of

the Work Order prior to the Plant Manager granting an Approved Expenditure Authorization Revision.

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7. "Approved Work Order Revision" shall mean the document used by the Parties to change or modify the stated value, schedule or any other term or condition stated in a Work Order. An Approved Work Order Revision must be agreed upon through the signature of the LTSA Contracting Officer and Contractor's Authorized Representative. An Approved Work Order Revision shall not be granted by the LTSA Contracting Officer if the sum of all Work Orders and previously Approved Work Order Revisions, when added to the proposed work order revision, is greater than the Maximum Funding Limit. Under this condition, an Approved Amendment must be granted to adequately increase the Maximum Funding Limit prior to the LTSA Contracting Officer granting an Approved Work Order Revision.
 8. "Authorized Representatives" shall be as defined in Article 23 "Dispute Resolution".
 9. "Base Year" shall be as defined in Article 8.9 "Escalation", herein, and shall be applicable to WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US, attached hereto.
 10. "Business Day" means any Day other than Saturday, Sunday, and any Day which is a legal holiday where the Facility is located.
 11. "Change in Law" means any change in, or binding change in the judicial or administrative interpretation of a government entity with competent jurisdiction, or adoption of, any Applicable Law, which is implemented after Effective Date, and which has a direct adverse effect on Contractor's performance or costs under this Contract.
 12. "Collateral Damage Coverage" means the obligation of Contractor to perform and pay for Collateral Damage Repair as described in Article 5.4.
 13. "Collateral Damage Repair" means the provision of Parts or the performance of Services to remedy any damage to the Covered Unit(s) due to an in-service failure caused by a defective Covered Part or Miscellaneous Hardware (excluding the actual Part that fails, which is to be covered under warranty) or by any defective Service, either of which is under warranty, as set forth in the warranty provisions of this Contract. Collateral Damage Repair definition applies whether discovered (a) during an Outage which occurs as a result of a problem with or failure of a Covered Unit or (b) during inspection or monitoring of a Covered Unit, and includes "open and

close” of Covered Units (including the removal or replacement of systems, structures or other parts of the Facility), not included in the Warranty.

14. “Competitor of Contractor” means any person or entity or Affiliate thereof engaged in the business of designing and/or manufacturing gas turbines that are similar to the Covered Units or engaged in the business of providing parts, repairs or services similar to the parts, repairs or services provided under this Contract for gas turbines that are similar to the Covered Units.
15. “Contingency Parts & Supplies” shall be as defined in Article 16.2.2.
16. “Contractor-Caused Delay” means any interruption of all or any portion of Contractor’s activities undertaken in performing its obligations under the LTSA, to the extent solely caused by Contractor or any other person acting under the authority of Contractor, or any failure of Contractor to perform its material obligations under this Contract. Contractor shall not be liable for any concurrent delays of those for whom PREPA is responsible. Any delay caused by a Force Majeure event shall not be considered as a Contractor-Caused delay.
17. “Contractor Good Industry Practice” means the exercise of that degree of skill, diligence and prudence and the utilization of inspection and maintenance practices, having regard to manufacturer’s recommendations, which would reasonably be expected from a contractor providing services of the same type as the services provided by Contractor in accordance with the terms of this Contract under the same or similar circumstances. Contractor Good Industry Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety.
18. “Contractor Parties” means Contractor, its agents, contractors, sub-contractors, their respective Affiliates and any employee of any of them.
19. “Control”, when used referring to business or management control, shall mean the possession, directly or indirectly, through one or more intermediaries, of the following: (a) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, or similar entity, the right to 50% or more of the distributions therefrom (including liquidating distributions); (c) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or (d) in the case of any entity, the power or authority

through the ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the entity.

20. "Covered Parts" shall mean new parts; or repaired and/or refurbished parts from a Covered Unit; or parts included in the Covered Unit(s) as further described in Exhibit 1.
21. "Covered Units" shall mean the longitudinal section of the two (2) W501FC gas turbines installed in Combined Cycle units 5 and 6 of PREPA's San Juan Steam Plant, being those portions of each gas turbine which stretch from the air inlet casing vertical flange at the cold end, to the exhaust casing vertical flange at the hot end; and the first flanged connections on the gas turbine cylinders
22. "Cure Period" means, with respect to an Event of Default, except for payment obligations by PREPA under this Contract, by a Party, (i) the period of sixty (60) days following the Event of Default or, (ii) if the relevant Event of Default cannot be cured by the defaulting Party within sixty (60) days using all reasonable efforts, (a) such longer period as the Parties may agree upon, or, (b) failing such agreement within fifteen (15) days after the defaulting Party indicates that the cure cannot be effected within sixty (60) days, such period as may be determined pursuant to the applicable Dispute Resolution provisions of Article 23 to be the period within which the defaulting Party should be able to cure such default using all reasonable endeavors.
23. "Effective Date" shall mean the date set forth in Article 4.
24. "EFH" means Equivalent Fired Hours, which shall be as described in Exhibit 9, with the following exceptions: a) SI (Correction factor for steam injection) shall be 1.17 for 12,000 EFH Planned Maintenance intervals, and 1.0 for 8,000 EFH intervals; b) The maximum value of SI=1.8 will not be applied for PREPA's oil firing conditions. Applicable SI factor value may be later reduced at Contractor's sole decision. PREPA shall be entitled at any time to request Contractor to evaluate a further reduction in the SI factor value applicable to 12,000 EFH intervals. Contractor shall evaluate such request and, based on its sole decision will reduce or maintain the SI = 1.17, providing PREPA with the engineering basis and criteria for such decision; c) Maximum Steam/Fuel ratio (S/F) in normal operation shall be up to 1.8, with the possibility for PREPA to temporarily raise it in cases of emergency to meet emission permit requirements, giving prior notice of setting changes for S/F above 1.8 to Contractor via RMC operator.

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25. "ES" means Equivalent Start which shall be calculated as described in Exhibit 9 with the exception that the Correction Factor for Number of Rapid Load Changes (LCj) shall be considered to be zero (0.0) for load changes up to 20% of base load.
26. "Expenditure Authorization(s)" shall mean the Contract document in the form included herein as Exhibit 19. An Expenditure Authorization shall be written and approved by the Plant Manager. The Plant Manager has authority to write and approve an Expenditure Authorization which authority is granted through the LTSA Contracting Officer's approval of the related Work Order of which the Expenditure Authorization is a part. The Expenditure Authorization shall specifically define and price individual components of the Work that are otherwise broadly defined in the related Work Order. The Expenditure Authorization shall perform the functions specified in Article 8.2 "Expenditure Authorizations".
27. "Extra Work" means any and all of the Parts provided and Services performed by Contractor, that is not Planned Maintenance, Collateral Damage Repair nor Routine Maintenance, by mutual agreement in writing of Contractor and PREPA, for example, in the following circumstances:
- (a) any removal or replacement of systems, structures or other parts of the facility;
 - (b) any work performed beyond the Covered Unit(s);
 - (c) remedy damage to any Covered Unit(s) arising from Force Majeure Events;
 - (d) remedy damage to any Covered Unit(s) as a result of the improper operation of equipment or any other occurrences not attributable to Contractor;
 - (e) carry out any modifications to any Covered Unit(s), which includes, without limitation, modifications for the purpose of improvement in the efficiency of the Covered Unit(s), increasing of the life of the Covered Unit(s), and improvement in the operation of the Covered Unit(s),
 - (f) any other work mutually agreed upon by PREPA and Contractor, and,
 - (g) any work performed by Contractor during Planned Maintenance which is beyond the scope in Exhibit 2.
28. "Facility" shall mean PREPA's San Juan Combined Cycle Plant which uses two (2) W501FC (DF42) gas turbine-generators installed in San Juan Puerto Rico.
29. "Firm Price" shall mean the method of payment under which the Contractor accepts the Work defined in an Expenditure Authorization for a specified amount of money which amount can only be changed through an Approved Expenditure Authorization Revision.

30. "First Fire" the date upon which a Covered Unit first achieves ignition after completion of last Planned Maintenance completed under and in accordance with Previous LTSA. For Unit 5, such date is July 6th, 2015 and for Unit 6 is February 3rd, 2016.
31. "Fixed Fee" shall be the base amounts to be paid starting from Effective Date on a monthly basis as specified in Article 8.5.2 and identified in Article 8.9 "Escalation" as escalated during each calendar year.
32. "Force Majeure" shall have the meaning ascribed to it in Article 15.
33. "Generator Unit" means the longitudinal section of the two (2) Westinghouse hydrogen-cooled generators associated to the Covered Units, which stretch from coupling to coupling. Other boundaries are defined as the first flanges located in the generator frames, end bells and the generator flex lead connection points. This definition includes the stator, rotor and generator bearings.
34. "Inspection" means each of the following inspections to be performed on the Covered Units: (a) Combustion Inspection, Turbine Inspection, or Major Inspection, as the case may be, each as more fully described in Exhibit 2.
35. "LTSA Contracting Officer" shall mean the Executive Director of PREPA, acting directly or through his designated representatives as notified in writing to Contractor.
36. "LTSA End Date" shall be as defined in Article 4.
37. "LTSA Invoice" shall be as defined in Article 8.3.1, "LTSA Monthly Invoice"
38. "LTSA Invoice Period" shall be as defined in Article 8.3.1, "LTSA Monthly Invoice".
39. "LTSA Work" shall be any Work performed as part of WO-1-LTSA-PR for Planned Maintenance Work Performed in Puerto Rico, WO-2-LTSA-US for Planned Maintenance Work Performed Outside of Puerto Rico, WO-3-EXTRAWORK-PR for Extra Work Performed Inside Puerto Rico, WO-4-EXTRAWORK-US for Extra Work Performed Outside of Puerto Rico, and WO-5-CRI-US for the Comprehensive Rotor Inspections of the Covered Units rotors to be performed at Contractor's shop in Savannah, GA.
40. "Maximum Funding Limit" shall be as defined in Article 8.7 "Maximum Funding Limit".

41. "Maximum Funding Limit 90 Day Notice" shall be as defined in Article 8.7 "Maximum Funding Limit".
42. "Miscellaneous Hardware" means consumables and contingency hardware items such as bolts, nuts, pins, springs, washers, screws, gaskets, etc. which are incorporated into the Covered Units and Generator Unit as required to open/close and replacing the Covered Parts during performance of Planned Maintenances and Collateral Damages Repair. Miscellaneous Hardware will be included in the CI/TI/MI kits and a list is attached to this Contract as Exhibit 7.
43. "Non-Covered Parts" shall be any and all parts or components of the Covered Units or Generator Units that are not Covered Parts, Miscellaneous Hardware, or Operational Spare Parts.
44. "Operation and Maintenance Manuals" means the manuals provided to PREPA under the original equipment supply contract, as updated from time to time.
45. "Operational Spare Parts" means parts necessary for operating the Facility which are not within the scope of Parts required for Planned Maintenance and Collateral Damage Repair.
46. "Outage" means a maintenance event on a Covered Unit and shall commence when the Covered Unit is cool, turning gear is disengaged and lockout/tagout per Facility Site Regulations have been completed at the beginning of the first shift and shall end when such Covered Unit is released by Contractor for turning gear operation.
47. "Parts" means any Covered Parts, Miscellaneous Hardware, Non-Covered Parts, and components thereof, and Operational Spares supplied by Contractor under the terms of this Contract.
48. "Performance Start Date" means the date upon which Contractor's obligation to perform Planned Maintenance and Collateral Damage Repair for the Covered Unit and Generator Unit commences. The Performance Start Date for each Covered Unit under this Contract shall be upon Contractor receiving from PREPA a duly approved and countersigned copy of this Contract.
49. "Performance Tests" shall be as defined in Article 5.8 and further described in Exhibit 23.
50. "Planned Maintenance" means, with respect to the Covered Units, scheduled inspection, testing, and repair, refurbishment or replacement of Covered Parts and

Miscellaneous Hardware in accordance to Contractor Good Industry Practice, but does not include inspection, testing, and repair, refurbishment or replacement of Covered Parts and Miscellaneous Hardware as a part of warranty under Article 10, Collateral Damage Repair, Routine Maintenance nor Extra Work.

51. "Planned Maintenance Inspections" means the work scope performed in accordance with Exhibit 2.
52. "Plant Manager" shall mean the PREPA San Juan Steam Plant Manager.
53. "Pre-CRI", the Comprehensive Rotor Inspection Pre-Assessment, shall mean the non-destructive examination described in Exhibit 13, to be performed on the turbine rotor discs of each Covered Unit during the last TI before the first MI covered by this Contract, in preparation for a Comprehensive Rotor Inspection (CRI).
54. "PREPA-Caused Delay" means any interruption of all or any portion of Contractor's activities undertaken in performing its obligations under the this Contract, to the extent solely caused by PREPA or any other person acting under the authority of PREPA, or any failure of PREPA to perform its material obligations under this Contract. PREPA shall not be liable for any concurrent delays of those for whom Contractor is responsible. Any delay caused by a Force Majeure event shall not be considered as a PREPA-caused delay.
55. "PREPA LTSA Program Manager" shall be as described in Article 5.1.2.
56. "Project" shall mean the San Juan Combined Cycle Project.
57. "Program Manager" shall be the Contractor's representative assigned to provide project management support to PREPA for Contractor's obligation under this Contract as described in Article 5.1.2, with the general duties listed in Exhibit 3.
58. "Prudent Utility Practices" means those practices, methods, procedures and acts which, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made (including, but not limited to: at a minimum, standards applicable to the electric utility industry prior thereto) a prudent, skilled and experienced owner and/or operator engaged in the operation and maintenance of a power station and equipment similar to the Facility and the Covered Unit(s) would reasonably follow in connection with its power generation facilities and equipment, acting lawfully, and while having regard to accepted norms of reliability and safety. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and

acts which could have reasonably been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and Applicable Laws.

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59. "Routine Maintenance" means maintenance of a Covered Unit, not including Planned Maintenance, Collateral Damage Repair or Extra Work of a regular, preventive or minor nature that is performed periodically, during unit shutdown or during operation, to maintain equipment in working order on a day-to-day basis to minimize Outages, including, but not limited to, inspection, lubrication, calibration, adjustment, packing of valves, minor leak repair, provision of fluids, greases, and resins, cleaning of sumps and replacement of consumable materials, filters, strainers and cartridges, small diameter non-coded piping repairs, maintenance of pumps and motors, pump alignment, pulling motors and pumps, pump seal replacement, pump bearing replacement, motor bearing replacement, impeller changes, repair and/or replacement of any part needed for operation (other than the Covered Parts and Miscellaneous Hardware), filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches, and light bulbs, and other similar preventive, routine or minor work, general housekeeping and cleaning of the Facility, including such work which requires specialized skills or qualifications which are provided under other agreements from other equipment manufacturers or others.
60. "Site" shall mean PREPA's San Juan Steam Plant (also known as "AEE Central Generatriz San Juan"), located at Road 28, Mercado Central Ave. corner, San Juan, PR 00920.
61. "Subcontractors" shall be defined as third party contractors or suppliers which perform work or supply material and services under a subcontract agreement with the Contractor and in which the Contractor has no equity interest or profit sharing affiliation with the third party contractor. Services or supplies provided by local Subcontractors shall be invoiced pursuant to Exhibit 8.
62. "Sunset Termination Date" shall be as defined in Article 4 "Contract Term".
63. "Termination Amounts" shall mean the amounts referred to in Exhibit 22.
64. "Time and Material" shall mean the method of payment under which the Contractor accepts Extra Work defined in an Expenditure Authorization on a basis which reimburses the Contractor's cost to perform calculated with labor rates, expenses, fees, and markups pursuant to Exhibit 8. Actual labor cost will be invoiced based on customer signed timesheets.


65. "Variable Fee" shall be the EFH-based amounts to be paid on a monthly basis as specified in Exhibit 17 and as identified in Article 8.9 "Escalation" as escalated during each calendar year.
66. "Variable Fees Adjustment Prior to a Planned Maintenance Inspection" shall be as defined in Article 8.5.3.
67. "Work" shall mean the furnishing of all labor, material, equipment, services, and other incidentals necessary for the Contractor to carry out of all the duties and obligations imposed by this Contract under all Expenditure Authorizations.
68. "Work Order" shall mean the Contract document the form of which is included herein as Exhibit 19 and the function of which is further defined in Article 8.1 "Work Orders".

ARTICLE 2. INTERPRETATION

2.1 General Interpretation

Unless otherwise indicated by the context:

- (a) Words in singular shall be considered to include plurals, and vice versa. Words in the masculine gender shall be considered to include those of the feminine gender, and vice versa.
- (b) Any reference in this Contract to any person includes its successors and permitted assignees and, in the case of any competent authority, any other Competent Authority that succeeds it in terms of its powers or capacity.
- (c) Any reference in this Contract to an Article or Exhibit refers to an Article or Exhibit of this Contract. The Exhibits are incorporated herein by reference.
- (d) Any other capitalized grammatical form of the defined words or phrases have their corresponding meaning.
- (e) A reference to writing includes typewritten text, printed matter, lithography, photography and any other way of representing or reproducing words, figures or symbols in a final, visible way.
- (f) A reference to a specific time period for executing an obligation refers to that period in the location where the undertaking must be carried out.
- (g) A reference to a Party of this Contract includes the successors and permitted assignees of that Party.

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- (h) A reference to a document or agreement, including this Contract, includes the reference to said document and to any of its subsequent amendments; provided that, in the case of any document or agreement to which neither Contractor nor any Affiliate thereof is a party and which is amended after the Effective Date, no such subsequent document or agreement that alters Contractor's scope of supply or risk hereunder shall be binding on Contractor without its prior written consent, which shall not be unreasonably withheld.
 - (i) If any required payment, action or event falls due under this Contract on a day other than a Business Day, such payment, event or matter, unless expressly indicated otherwise, shall be due on the first subsequent Business Day.
 - (j) No failure to exercise a right shall constitute a waiver thereof, except in specific cases provided hereunder.
 - (k) All references to legal provisions shall be interpreted to include any provisions or amendments thereto that may be forthcoming in the future as well as any regulations that may be decreed to replace those presently in effect.

2.2 Technical meanings

Regarding the words that are not otherwise defined herein and have a commercial or technical meaning that is well known and generally accepted, their well-known meanings shall apply.

2.3 Captions

The captions are only for reference purposes and do not form part of this Contract.

2.4 Interpretation; priority

In the event of conflicts in the following documents (the "Contract Documents") and other supporting documents, the order of precedence of documents in descending order shall be:

1. Approved Contract Amendment
2. Contract body
3. Approved Work Order Revision
4. Work Orders
5. Exhibits

6. Expenditure Authorization Revision

7. Expenditure Authorizations

In the event of a conflict between any one or more Exhibits, the order of precedence shall be as follows: 1, 5, 2, 6, 7, 8, 9, 10, 11, 3, 4, 12, 14, 13, 15, 16, 18, 17, 19, 23, 22, 21, 24, and 25.

ARTICLE 3. REPRESENTATIONS AND CONTRACTUAL WARRANTIES

3.1 PREPA's Representations and Contractual Warranties

PREPA acknowledges that Contractor has entered into this Contract in reliance on the following representations and contractual warranties made by PREPA, which expressly represents and warrants to Contractor that:

- (i) PREPA is a public corporation and government instrumentality of the Commonwealth of Puerto Rico and is qualified in good standing in each other jurisdiction where a failure so to qualify would have a material adverse effect upon the business or financial condition of PREPA;
- (ii) PREPA has power to conduct its business as presently conducted, to own or hold under lease its assets and to enter into and perform its obligations under this Contract and to consummate the transactions contemplated by this Contract;
- (iii) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated by it have been duly authorized by all necessary or appropriate action on the part of PREPA, and all necessary authorizations have been or will be duly obtained by the Performance Start Date;
- (iv) neither the execution and delivery by PREPA of this Contract nor the performance of its obligations under it will contravene or constitute a default under any provision contained in any Applicable Law, judgment, order or authorization to which PREPA is subject or by which PREPA or any material part of its assets is bound or affected, or in any agreement or instrument to which it is a party;
- (v) the Contract will constitute legal, valid, binding and enforceable obligations of PREPA;

- (vi) no judgment has been given in legal proceedings and no arbitral or administrative award has been given and there are not pending or, to the knowledge of PREPA, threatened, any litigation, arbitration or administrative actions or proceedings before a court, arbitrator or competent authority which by itself or together with any other such proceedings, if determined adversely to PREPA, would materially and adversely affect the ability of PREPA to perform its obligations under this Contract; and,
- (vii) PREPA Representation of Financial Condition. It is a matter of general public knowledge that by the Effective Date the Government of the Commonwealth of Puerto Rico, including PREPA, has been facing critical fiscal challenges that may adversely affect the cash flow that is necessary to comply with all of its payment obligations with bondholders (public debt) and to pay for all of the expenses that are required to guarantee the operation, continuity and stability of PREPA. In consideration for the Contractor to execute this Agreement, PREPA hereby represents, warrants, acknowledges, and agrees that the Contractor is an essential supplier for PREPA that the Work to be performed by the Contractor under this Agreement is necessary for PREPA to continue performing its public functions.

PREPA also represents, warrants, acknowledges and agrees that the Work of the Contractor pursuant to the terms and conditions of this Agreement, is an essential service for PREPA to be able to guarantee the wellbeing of the citizens of Puerto Rico by providing the required maintenance of the Covered Units to effectively and efficiently produce the electric energy that is necessary for the Commonwealth of Puerto Rico to ensure the continuity of essential services such as public health, safety, education and public welfare.

PREPA hereby represents and warrants to the Contractor that (i) all amounts payable by PREPA pursuant to the term of this Contract for the Expenditure Authorizations that will be necessary for the Contractor to perform all of the Work Orders in accordance with the terms and conditions of this Contract constitute and qualify as a "Current Expense" under and as defined in that certain Trust Agreement, dated as of January 1, 1974, as amended (the "Trust Agreement"), by and between PREPA and U.S. Bank National Association, successor trustee thereunder, which amounts are reasonable and necessary with other expenses of PREPA to operate the System (as defined in the Trust Agreement), and constitute expenses that are permitted by standard practices for public utility systems and generally accepted accounting principles, and are reasonable for operating the System in an efficient and economical manner; and (ii) the Trust Agreement has not been modified or amended in any way that affects the definition or priority of

Current Expenses, including without limitation that to the extent provided by the Trust Agreement, all Revenues (as defined in the Trust Agreement), other than income from investments made under the provisions of the Trust Agreement, will be deposited to the credit of the General Fund (as defined in the Trust Agreement) and applied in accordance with Article V of the Trust Agreement.

PREPA hereby represents and warrants to the Contractor that PREPA will include as Current Expenses in the Annual Budget (as defined in the Trust Agreement) and in PREPA's internal annual budget (together with the Annual Budget, the "Budgets") the payment in full of all Expenditure Authorizations that will be necessary for the Contractor to perform all of the Work Orders in accordance with the terms and conditions of this Contract.

PREPA represents, acknowledges and warrants to the Contractor that the terms and conditions of this Agreement, including the use of funds through the Expenditure Authorizations, do not: (i) violate or interfere in any way with any previous agreement executed by PREPA with any third party, including but not limited to PREPA's agreements with its bondholders; and (ii) violate any applicable Commonwealth or Federal respective constitutions, laws, regulations, guidelines or priority rules enacted for the proper and correct use of public funds.

3.2 Contractor's Representations and Contractual Warranties

Contractor acknowledges that PREPA has entered into this Contract in reliance on the representations and contractual warranties made by Contractor in the following terms, and Contractor represents and warrants to PREPA that:

- (i) Contractor is a limited liability corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Puerto Rico and is qualified in good standing in each other jurisdiction where the failure so to qualify would have a material adverse effect upon the business or financial condition of Contractor;
- (ii) Contractor has power to conduct its business as presently conducted, to own or hold under lease its assets, and to enter into and perform its obligations under this Contract and to consummate the transactions contemplated by this Contract;
- (iii) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated by it have been duly authorized by all

necessary or appropriate action on the part of Contractor, and all necessary authorizations have been duly obtained and are now in full force and effect;

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- (iv) neither the execution and delivery by Contractor of this Contract nor the performance of its obligations under it will contravene or constitute a default under any provision contained in any Applicable Law, judgment, order or authorization to which Contractor is subject or by which Contractor or any material part of its assets is bound or affected, or in any agreement or instrument to which it is a party;
 - (v) the Contract will constitute legal, valid, binding and enforceable obligations of Contractor; and,
 - (vi) no judgment has been given in legal proceedings and no arbitral or administrative award has been given and there are not pending or, to the knowledge of Contractor, threatened, any litigation, arbitration or administrative actions or proceedings before a court, arbitrator or competent authority which by itself or together with any other such proceedings, if determined adversely to Contractor, would materially and adversely affect the ability of Contractor to perform its obligations under this Contract.

3.3 Contingent Fees

The Contractor represents that it has not, and that it will not, provide to any employee, official or director of PREPA any profit or benefit to be obtained by Contractor under this Contract in violation of any Applicable Law. Breach of this representation shall give PREPA the right to annul the Contract or, at its discretion to deduct from the price or consideration the amount of such commission, percentage, brokerage or contingent fees, profit or benefit.

ARTICLE 4. CONTRACT TERM

4.1 Term

The "Term" of the LTSA shall commence upon execution of the LTSA, ("Effective Date"), and shall continue until "LTSA End Date", which will be the later of: a) the earlier of Unit 5 reaching (i) 104,000 EFH, or (ii) 3,900ES; (b) the earlier of Unit 6 reaching (iii) 112,000 EFH, or (iv) 4,200 ES for Unit 6, starting both units from First Fire after completion of last Planned Maintenance Inspections performed on each unit under the Previous LTSA; and (c) the completion of the second Major Inspection (MI) performed on each Covered Unit under this Contract.

While the Term of the Contract is as indicated above, actual performance of the Contract as to each Covered Unit shall commence from the Performance Start Date and shall expire as to each Covered Unit at the point in time when the conditions indicated in this Article are satisfied as to that Covered Unit.

4.2 Sunset Termination

Notwithstanding the foregoing, if the Term has not expired under Article 4.1 by the date that is fifteen (15) years following the Effective Date (the "Sunset Termination Date"), this Contract will automatically terminate. Upon such termination the Parties shall perform a "true-up" in accordance with the provisions of Exhibit 22.

ARTICLE 5. CONTRACTOR'S SCOPE OF WORK

The Long Term Service Agreement (LTSA) includes both planned and unplanned work (Extra Work) that is performed by the Contractor both inside and outside of Puerto Rico. Planned LTSA work performed inside of Puerto Rico has been included in Contract Work Order WO-1-LTSA-PR. Extra Work performed inside of Puerto Rico has been included in Contract Work Order WO-3-EXTRAWORK-PR.

Planned work performed outside of Puerto Rico has been included in Contract Work Order WO-2-LTSA-US. Extra Work performed outside of Puerto Rico has been included in Contract Work Order WO-4-EXTRAWORK-US.

The planned work specified in WO-1-LTSA-PR and WO-2-LTSA-US is firm price (subject to Article 8.9 "Escalation") and extends until the LTSA End Date. WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US have been established for the purpose of using Expenditure Authorizations (pursuant to Article 8, "Price and Payment Terms") to purchase Extra-Work from the Contractor and the prices used for such Extra Work Orders are subject to Article 8.9 "Escalation".

5.1 LTSA Work Purchased Under WO-1-LTSA-PR and WO-2-LTSA-US

The LTSA consists of the following work components which are supplied under the above referenced Work Orders:

5.1.1. Work performed inside Puerto Rico under WO-1-LTSA-PR

- a. Planned Maintenance Inspections of the Covered Units

- b. Transportation of Parts from port to Site and from Site to port in connection with Planned Maintenances.

5.1.2. Work performed outside of Puerto Rico under WO-2-LTSA-US

- a. The Contractor shall assign a program manager in Contractor's service center in Orlando, Florida, with the duties and responsibilities as specified in Exhibit 3 (the "Program Manager"). Contractor's LTSA Program Manager shall inform and communicate with his PREPA's Program Manager counterpart (the "PREPA LTSA Program Manager"). The Program Manager and the PREPA LTSA Program Manager shall monitor and manage the LTSA contractual obligations, liabilities, modifications and changes as required.
- b. Supply and repair of the Covered Parts, as described in Exhibit 1.
- c. Remote Monitoring Services, as described in Exhibit 4.
- d. Implementation of critical Service Bulletins to maintain the reliability of the Covered Parts are included in LTSA scope at no additional cost for PREPA.
- e. One time supply at no cost for PREPA of up to one set of Inter Stage Seal Rings (i.e. the ISS segments only, without housing or associated hardware) for rows 2, 3, and 4 for each Covered Unit, to be replaced based on condition, as required per Contractor's engineering criteria.

5.2 Extra-Work Performed Under WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US

In the event that Extra Work must be performed on Covered Units, PREPA shall purchase, subject to 5.2.1 and 5.2.2 below, the Extra Work from the Contractor through the execution of an Approved Expenditure Authorization under WO-3-EXTRAWORK-PR for work performed inside Puerto Rico and WO-4-EXTRAWORK-US for work performed outside of Puerto Rico. The requirement for PREPA to purchase Contractor Provided Parts for Extra Work as herein stated applies only to the Covered Units.


- 5.2.1 As part of the Extra-Work, Contractor will be required to provide and PREPA will purchase Contractor labor services for the Covered Units pursuant to WO-3-EXTRAWORK-PR.

5.2.2 As part of the Extra-Work, Contractor will be required to provide and PREPA will purchase Covered Parts and other Parts or services for the Covered Units supplied from outside of Puerto Rico. Where having a part on-Site affects the critical path of Collateral Damage Repair or Extra Work to return a Covered Unit to service, within two (2) weeks after receiving a duly approved Expenditure Authorization or purchase order for any Covered Part that is in Contractor's unallocated commercially available inventory, Contractor shall deliver such Covered Part to the Puerto Rican port of entry, and PREPA shall timely proceed with customs clearing at such port of entry.

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5.2.3 Additional Spare Parts


Under Previous LTSA contract No. 2006-P-00022-A PREPA purchased certain gas turbine parts under the WO-15-ASP-US (the "Additional Spare Parts"). Under this Contract the Parties agree that such Additional Spare Parts shall be incorporated in the LTSA Program and are to be used in the new LTSA program parts rotation for 12,000 EFH intervals. The Parties agree that such Additional Spare Parts are to be considered Covered Parts under this Contract.


For the specific case of Turbine Rows 3 & 4 Covered Parts, the price established for this Contract under WO-1-LTSA-PR and WO-2-LTSA-US includes a requirement to allow six calendar months between gas turbine inspections. This requirement is included to allow time for the Contractor to roll parts out of the first gas turbine, send them to the Contractor's shop for inspection and repair and return them to the site in preparation for the second gas turbine inspection. In case of future changes in the Planned Maintenance Schedule or Extra Work requiring less than six calendar months between Covered Units Inspections, any additional Turbine Row 3 or Row 4 Covered Part that may be required as roll-in part for such re-scheduled Planned Maintenance Inspection or Extra Work shall be paid by PREPA under WO-4-EXTRAWORK-US.


Starting from the first TI to be conducted on Unit 6, new turbine rows 1 and 2 4-technology parts shall be gradually injected in LTSA program parts rotation after the sets of Additional Spare Parts indicated in this Article 5.2.3 and other sets in use from Previous LTSA but approved for 12,000 EFH interval extension reach their end of life. Turbine row 3 and 4 components are not included in the F4-technology configuration required for heat rate improvement purposes.

5.3. Outage Durations

Where PREPA and Contractor have agreed that Planned Maintenance will be performed during a given time period, detailed scheduling of the work scopes will be proposed by Contractor at a pre-Outage meeting approximately six months prior to the anticipated start of that Planned Maintenance Outage. Planned Maintenance will be performed working 2 shifts per day, 12 hours per shift, 7 days per week. Using this shift arrangement, Planned Maintenance can be performed in the following durations to be coordinated within the overall outage schedule:



Combustor Inspection	6 days
Turbine Inspection	12 days
Turbine Inspection with Pre-CRI	14 days
Major Inspection	24 days



Outage durations begin when the Covered Unit is cool, turning gear is disengaged, and PREPA's safety work clearances are signed by Contractor, and end when Contractor releases the Covered Unit for turning gear operation; provided however, that any delays due to PREPA scope of work or work otherwise not under the direct control of Contractor will not be counted as part of the Outage duration.

In addition to durations indicated above, Contractor will provide start-up support with a reduced crew during up to three (3) additional days for Combustor Inspections, and Turbine Inspections. In the case of Major Inspections the start-up support will also be up to three (3) additional days, but also including demobilization (travel in/out expenses) for the reduced crew that will support start-up in a date to be informed by PREPA with no less than one week in advance. The additional start-up support days shall be counted starting from the end of the 12-hour shift when the Covered Unit is released for turning gear operation by Contractor. Any additional stand-by time will be billable to PREPA as Extra-Work under WO-4-EXTRAWORK-US.

Outage durations above include work on MHPS Holidays indicated in Exhibit 8. However, in case of delays due to PREPA's non-compliance of its DOR due to Puerto Rican national holidays, those delays shall be invoiced as Extra-Work.

5.3.1 Planned Maintenance Outage Duration Guarantee. The Outage Duration Guarantee and application of liquidated damages and bonuses described in this Article shall be at PREPA's sole discretion.

In the event Contractor receives the aforementioned notice from PREPA and, subject to Excusable Delays as provided in Article 7, any failure by Contractor to complete Planned Maintenance Inspections in accordance with the applicable durations listed in Article 5.3.2, plus a deadband of forty-eight (48) hours, will subject Contractor to liquidated damages in the amount of \$1,000 per hour for each hour of delay.

Contractor's liability for such liquidated damages shall be capped at: (a) \$25,000 per Covered Unit for each CI; (b) \$50,000 per Covered Unit for each TI; and (c) \$100,000 per Covered Unit for each MI. Payment of these liquidated damages will be PREPA's sole and exclusive remedy for failure to timely complete such Planned Maintenance Inspection.

Any delays in completing a Planned Maintenance Inspection that are not attributable to Contractor, including Extra Work being performed during such Outage, will be excluded from the calculation of liquidated damages.

5.3.2. Optional Extra-Work Outage Duration Guarantee. Parties agree that duration of Extra Work or Collateral Damage Repairs typically is not predictable before starting such work. Therefore, in the case of Extra Works of Collateral Damage Repairs, liquidated damages and bonuses in the same amounts, with a deadband of twenty-four (24) hours shall only be applicable by previous agreement and written acceptance of both Parties to exercise the Outage Duration Guarantee and in regard to the duration and other conditions that may be applicable for such specific Extra Work or Collateral Damage Repair.

5.4 Collateral Damage Repair.

5.4.1 PREPA shall utilize Contractor to perform all Collateral Damage Repair on an exclusive basis. Contractor's obligation with respect to Collateral Damage Repair shall start on Performance Start Date. If PREPA believes that any Covered Unit requires Collateral Damage Repair during the Term of this Contract, PREPA shall promptly consult with the Program Manager to determine the necessity of such Collateral Damage Repair by telephone, fax or in writing and if such Collateral Damage Repair is reasonably determined to be necessary, PREPA shall promptly make such Covered Unit available for such Collateral Damage Repair. Contractor will perform Services and make available necessary Parts and Miscellaneous Hardware for Collateral Damage Repair at the Site by the date mutually agreed upon by PREPA and Contractor. PREPA shall bear costs for the replacement of such Covered Parts, Parts, and Miscellaneous Hardware in accordance with and subject to the allocation of cost and the limits set forth in Article 11.6. PREPA and Contractor shall use all efforts to start and

complete Collateral Damage Repair as promptly as possible under the circumstances, and shall use reasonable efforts to minimize any disruption to the normal operations of the Facility and minimize the length of any periods when the Covered Unit is unavailable for power generation. PREPA and Contractor shall agree on a schedule for Collateral Damage Repair. If the Collateral Damage Repair scope of work and schedule is agreed by PREPA and Contractor, Outage Duration Guarantee as set forth in Article 5.3.2 may apply for such Collateral Damage Repair.

5.4.2. Contractor shall bear the costs of Collateral Damage Repair to the extent of Collateral Damage Coverage in accordance with and subject to the allocation of costs and the limits set forth in Article 11.6. PREPA shall bear the costs of all Collateral Damage Repair not covered by Collateral Damage Coverage.

5.5 Covered Technical Field Assistance

PREPA shall be entitled to use Covered Technical Field Assistance within the terms and conditions described in Exhibit 11.

5.6 Comprehensive Rotor Inspection Pre-Assessment (Pre-CRI)

A Pre-CRI inspection is included in the scope of the TI to be performed immediately before the first MI for each Covered Unit under this Contract. Pre-CRI scope is described in Exhibit 13.

5.7 Comprehensive Rotor Inspection (CRI)

Comprehensive Rotor Inspections (CRI) base scope shall be performed on both Covered Units rotors during the first MI scheduled of Covered Unit under this Contract, as more specifically set forth in Exhibit 14.

5.8 Planned Maintenance Inspection Performance Test.

The purpose of the performance testing procedure (set forth in Exhibit 23) is to provide an agreed upon method for the determination of the relative change (difference) in output and heat rate of a Covered Unit between the performance of a Pre-Outage Performance Test and a Post-Outage Performance Test (collectively, the "Performance Tests"). The intent of the testing procedure is to assure that the Covered Unit performance after a Planned Maintenance Inspection of the turbine section (TI or MI) is at least equal than before such Planned Maintenance Inspection in order to determine if remedial work is required to be performed by Contractor.

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- (a) For purposes of this Article 5.8, a “Performance Test” means a test of a Covered Unit’s heat rate and power output in accordance with, and subject to, the testing procedure set forth in Exhibit 23, whereby the heat rate and power output for a Covered Unit will be measured for any TI or MI during the Term, starting from the first TI to be performed on Unit 6, after Parties’ agreement on the detailed test procedure to be prepared by Contractor and to be mutually agreed upon as indicated in Exhibit 23.
 - (b) In establishing a pre-Outage performance baseline for a Covered Unit, not less than sixty (60) Days prior to the scheduled commencement of an TI or MI, PREPA shall provide notice to Contractor of any performance concerns relating to the Covered Unit (including reliability, power output, heat rate, or supervisory instrumentation), along with supporting data, including results of any Performance Test performed by PREPA. PREPA and Contractor shall consult and seek in good faith to reach agreement on the actual measured values for any such performance level based on the most immediately prior Performance Test and Facility instrumentation. Insofar as PREPA and Contractor do not agree on such values, by no later than thirty (30) Days prior to the scheduled commencement of such TI or MI, PREPA shall perform a Performance Test (a “Pre-Outage Performance Test”) to measure the Covered Unit’s actual heat rate and/or power output prior to such TI or MI.
 - (c) PREPA shall perform a Performance Test following the completion of each TI and MI (a “Post-Outage Performance Test”) to measure Covered Unit performance.
 - (d) PREPA shall notify Contractor not later than seven (7) days prior to when any Pre-Outage Performance Test or Post-Outage Performance Test is scheduled to commence, and Contractor shall have the right, but not the obligation, to be present during such performance. Review or attendance by Contractor shall in no event be deemed to be considered a waiver of PREPA’s obligation to conduct such Performance Test in accordance with, and subject to, the provisions set forth in Exhibit 23.
 - (e) PREPA shall bear the cost and expense of independent fuel sampling or Facility supervisory instrumentation calibration for any Pre-Outage Performance Test and Post-Outage Performance Test.

ARTICLE 6. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

6.1 PREPA Obligations. In addition to PREPA’s other obligations herein, PREPA shall have the following additional obligations:

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- 6.1.1 PREPA shall perform routine maintenance of a regular, preventive or minor nature that is performed periodically, during unit shutdown or during operation, to maintain equipment in working order on a day-to-day basis to minimize outages, including, but not limited to: inspection, lubrication, calibration, adjustment, packing of valves, minor leak repair, provision of fluids, greases, and resins, cleaning of sumps and replacement of consumable materials, filters, strainers and cartridges, small diameter non-coded piping repairs, maintenance of pumps and motors, pump alignment, pulling motors and pumps, pump seal replacement, pump bearing replacement, motor bearing replacement, impeller changes, repair and/or replacement of any part needed for operation (other than the Covered Parts and Miscellaneous Hardware), filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches, and light bulbs, and other similar preventive, routine or minor work, general housekeeping and cleaning of the Facility. PREPA will operate the Covered Units and the balance of plant equipment in accordance with United States power industry utility grade standards and the applicable Operations and Maintenance Manuals which pertain to the Covered Units. No changes in the control logic and settings of the Covered Units which may affect unit performance, reliability, or machine limitations (such as but not limited to IGV adjustment, steam injection ratios or biases –except as temporarily required to meet emission permit requirements-, exhaust temperature control, disc cavity temperatures, bearing vibration limits and so forth) shall be implemented by PREPA without previous notification to Contractor.
- 6.1.2 PREPA is responsible for providing all Operational Spares for the Facility, provided that PREPA may, at its option, purchase Operational Spares for the Covered Unit from Contractor as Extra Work pursuant to the terms of this Contract. Operational Spare Parts so provided by Contractor to PREPA are within definition of Parts.
- 6.1.3 PREPA shall provide such access to the Facility as Contractor may reasonably request for the purpose of performing its obligations under the Work Order. In all cases where Contractor requires immediate access to the Facility to carry out its obligations under the Work Order, PREPA shall provide its full cooperation and all assistance reasonably required to expedite such access.
- 6.1.4 Wherever work is being performed by PREPA's own forces or by other contractors which is contiguous to the Work, PREPA shall be responsible to coordinate with Contractor to secure the completion of the various portions of the work in general harmony with Contractor's Work. In the event that PREPA needs

to perform work in Contractor's secured area, Parties shall first agree upon the methods and procedures used.

6.1.5 Additionally, during the Term of this Contract, PREPA shall provide, and/or reasonably ensure the availability of the following at no cost to Contractor:

- a. Sufficient clean and dry secured space for the proper storage of Covered Parts, parts, material equipment and Miscellaneous Hardware necessary to support the requirements of the LTSA.
- b. Upon Contractor's request, access to reasonably necessary technical information, equipment manuals, control logic, and drawings related to the Facility for the use of Contractor's personnel, and reasonable access to existing operation and maintenance records maintained by PREPA related to the Covered Units or the Facility.
- c. Reasonable access to and reasonable use of space next to the Covered Units for lay down, inspection and/or repairs associated with the LTSA scope of work. Such access shall include access to roads.
- d. The procurement and maintenance of all necessary authorizations, exemptions, permits and licenses required to lawfully operate the Facility and to perform its obligations under the Contract.
- e. Complete fuel monitoring records which shall be made available to Contractor at all times. Contractor shall also be granted access and ability to directly take fuel samples from the Covered Units' fuel system and fuel storage tanks, in coordination and compliance with Site safety and operational procedures.
- f. The activities defined as PREPA's responsibility in Exhibit 5 "Division of Responsibilities Inspection Services".

6.2 Contractor Obligations. In addition to Contractor's other obligations herein, Contractor shall have the following additional obligations:

- a. Provide a preliminary report upon completion of Planned Maintenance Inspection or Extra Work outage and provide a detailed written report within 60 days after the completion of each Planned Maintenance Inspection or Extra Work outage identifying the condition of the Covered Units prior to the inspection or outage, the condition in which the Covered Units were left after the inspection or outage and the LTSA Work or other relevant work that was

performed by Contractor during the inspection or outage. Reports shall include at a minimum, the results of all testing performed, clearance data sheets, serial number lists of all disassembled and assembled Covered Parts, bolt torque data sheets and all control and other settings made by the Contractor as well as any other information reasonably requested by PREPA.

- b. Provide transportation of Parts to and from the Port of San Juan and to and from the Facility.
- c. Enforce discipline and good order among its employees and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to such employee.
- d. During Planned Maintenance Inspections, Contractor shall provide PREPA an updated the outage schedule (Gantt diagram) on a daily basis.

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6.3 Obligations Concerning Parts and Miscellaneous Hardware


As requested and paid through an Approved Expenditure Authorization or PREPA purchase order, and subject to Article 5.4.1 as applicable, Contractor shall supply through its own manufacturing process or through a third party supplier any part required to repair or replace existing parts for which PREPA is responsible to purchase for use in the Covered Units. In the event that such parts are not in Contractor's inventory when requested by PREPA, Contractor will use all reasonable efforts to manufacture and/or procure such parts in order to maintain the highest possible availability of the Covered Units.


Within one (1) week after Contractor completes and submits the roll-out parts inventory following every Outage, PREPA shall issue a pro forma invoice and packing list for all the Covered Parts dismantled during such Outage, and shall those Covered Parts ready to be picked up by Contractor's freight forwarder with the purpose of being shipped as soon as possible to Contractor's repair shop in Orlando.

6.4 Site Obligations

At a mutually agreed upon date, the Plant Manager and the Program Manager shall meet to discuss planning of Planned Maintenance and Extra Work for the following calendar year for the purpose of timely preparation for the supply of parts and services. The Plant Manager and the Program Manager shall cooperate in the scheduling, coordination and planning of the Covered Unit Outages. No less than

two (2) months prior to the Outage date, Program Manager shall provide a written plan to the Plant Manager outlining the Outage logistics for the Covered Unit (and as necessary for the associated auxiliary equipment) and identifying all interface and Division of Responsibilities (DOR) requirements between PREPA and Contractor that may be necessary to efficiently perform the Outage. No less than fifteen (15) days prior to the Outage date, the Program Manager and a Contractor's Field Service representative shall meet with the Plant Manager and other PREPA designated representatives to review the outage planning, the preliminary outage schedule (Gantt chart), the Outage Resource Schedule, and to coordinate any interface and DOR requirements necessary for the Contractor to efficiently perform its work.

 PREPA and Contractor shall coordinate and confirm and PREPA shall execute completion of the relevant procedures necessary to render the Covered Units and other related equipment safe, in compliance with lockout/tagout (LOTO) procedures, prior to commencement of any Planned Maintenance Inspections or Extra Work.

 During Outages, PREPA and Contractor shall have a daily coordinating meeting to review the updated schedule and timely identify any PREPA-caused or Contractor-caused delays that Parties may be aware of.

6.5 PREPA-Caused Delays

The relationship of Contractor and PREPA is one of cooperation to adhere to the schedule for the Work. In the event that any PREPA-Caused Delay has a material adverse effect on Contractor's ability to perform its obligations under the LTSA, Contractor shall promptly, either verbally or in writing, provide notice to PREPA of such delay. Provided that Contractor has provided written notice of PREPA Caused delay within twenty-four (24) hours of Contractor becoming aware of such PREPA-Caused delay event, then any agreed upon schedule dates under the LTSA will be extended by the period of time determined by the schedule as reasonably necessary to make up for any such PREPA-Caused Delay.

Within thirty-six (36) hours after the occurrence of any PREPA-Caused Delay, Contractor shall provide PREPA with a preliminary analysis of the actual impact of such event on any relevant schedule related to Contractor's performance of its obligations under this Contract. Within thirty-six (36) hours after receiving the preliminary analysis PREPA shall confirm or deny acceptance of said preliminary analysis in writing. In case of acceptance PREPA shall provide an Expenditure

Authorization or purchase order number that can later be used by Contractor to issue an invoice for such PREPA-Caused delays, if required.

In the event that any PREPA-Caused Delay causes Contractor to incur directly related costs or expenses in excess of those costs associated with the LTSA Work; then, provided the Contractor gives PREPA written notice and supporting documentation of such PREPA-Caused Delay and PREPA has not rejected within the above referenced timeframes, PREPA will reimburse Contractor for the same upon issuance of an invoice by Contractor. Any dispute between PREPA and Contractor in regards to costs or schedule adjustments, such dispute shall be addressed in accordance with Article 23.

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6.6 Exclusivity

During the Term, PREPA shall utilize Contractor, on an exclusive basis, for the provision of Covered Parts, Miscellaneous Hardware, Non-Covered Parts, and Services to be performed on the Covered Unit(s) and Services on the Generator Units during any and all Planned Maintenance, Collateral Damage Repair, and Extra Work on the Covered Unit(s).

Provided PREPA has followed the technical advice of Contractor, in the event Contractor (i) repeatedly fails to repair or correct an issue existing on equipment subject to this exclusivity clause due to a performance issue by Contractor; (ii) Contractor fails to cure such failure within thirty (30) days or such longer period is reasonable given the nature of the repair, and (iii) Contractor acknowledges such issue exists and the Covered Equipment or Generator Units cannot be returned to service, then PREPA may self-perform such repair or have a third party perform such repair.

ARTICLE 7. EXCUSABLE DELAYS

Contractor shall not be liable for any delay in the performance of its obligations due to: (i) causes beyond its reasonable control, such as acts or omissions of third parties, including PREPA (but not including Contractor Parties and Subcontractors); (ii) Force Majeure events, as defined in Article 15; or (iii) a Change in Law which materially and directly affect the provisions of Contractor's services. In the event of the delays set forth in (i) and (iii), the time of performance shall be extended for a period equal to the time lost by reason of the delay and Contractor shall be entitled to recover from PREPA supported direct additional costs incurred by Contractor as a direct result of such delay. For the delay set forth in (ii), the time of performance shall be extended for a period equal to the time lost by reason of the delay caused by the Force Majeure event.

ARTICLE 8. PRICE AND PAYMENT TERMS

8.1 Work Orders

Work Orders shall be entered into on or after the Effective Date of this Contract and shall be prepared in the format shown in Exhibit 19. Each Work Order shall; (i) specify categories of Work to be performed under the Contract, and; (ii) shall include an estimated value showing the anticipated amount to be paid by PREPA to Contractor to complete the category of Work described therein, and; (iii) shall indicate any additional Contract terms and conditions agreed to between the Parties as they pertain to the category of the Work described in the Work Order, and; (iv) shall be approved by the Parties through signature of the LTSA Contracting Officer and the Contractor. The estimated value of the Work Order may include Work performed on both a Firm Price and Reimbursable Cost basis. Amendments or equitable adjustments to a Work Order shall be made through an Approved Work Order Revision signed by the LTSA Contracting Officer. Expenditure Authorizations written under a Work Order shall be approved by the Plant Manager only after the LTSA Contracting Officer has approved the subject Work Order.

Work Orders shall be approved by the LTSA Contracting Officer after which Expenditure Authorizations shall be written and approved by the Plant Manager under the authority of the related Work Order. No Work shall be performed by the Contractor until, (i) a Work Order has been approved by the LTSA Contracting Officer; and, (ii) an Expenditure Authorization, written under the authority of the approved Work Order has been approved by the Plant Manager. The sum of all Work Orders written under the terms and conditions of the Contract shall not exceed the Maximum Funding Limit, as amended.

When all Expenditure Authorizations written and performed under a Work Order are closed as specified below, the Work Order will be closed. To close the Work Order, the sum of all closed Expenditure Authorizations written under the Work Order shall first be subtracted from the current value of the Work Order to obtain the value of the remaining funds. The Work Order shall then be amended through the use of an Approved Work Order Revision in the amount necessary (debit amount) so that when added to the remaining funds, the value of the Work Order shall equal zero.

8.2 Expenditure Authorizations

All amounts paid by PREPA to Contractor for completion of the Work under this Contract shall be invoiced by Contractor and paid by PREPA under an Expenditure Authorization or an Approved Expenditure Authorization Revision prepared in the format shown in Exhibit 19. Expenditure Authorizations shall; (i) provide the detailed scope and schedule for the portion of Work being performed through the Expenditure Authorization under the subject Work Order, of which the Expenditure Authorization is a part; (ii) shall specify the value of the Expenditure Authorization and the payment terms, which shall be either a Time and Material or Firm Price basis; and, (iii) shall be approved by the Parties through signature of the Plant Manager and the Contractor prior to the commencement of the Work therein specified in accordance with Article 8.3.1 below. Contractor's invoicing under any individual Expenditure Authorization shall not exceed the value of the Expenditure Authorization. An Expenditure Authorization may be revised through an Approved Expenditure Authorization Revision approved by the Parties through signature of the Plant Manager and Contractor.

Subject to Article 14 (Changes), the total value of all Expenditure Authorizations and Approved Expenditure Authorization Revisions approved by the Plant Manager under each individual Work Order shall not exceed the value of the Work Order.

Upon completion of all Time and Material and Firm Price Work specified under an Expenditure Authorization, the Expenditure Authorization shall be closed. To close the Expenditure Authorization, the value of the Expenditure Authorization shall be amended through the use of an Approved Expenditure Authorization Revision by the Plant Manager in the amount necessary (debit amount) so that when added to the remaining funds available under the Expenditure Authorization, the value of the Expenditure Authorization shall equal zero.

8.3 Contractor's Invoice

8.3.1 LTSA Monthly Invoice

Separate LTSA invoices shall be prepared for WO-1-LTSA-PR and WO-2-LTSA-US in general compliance with the LTSA sample invoices included in Exhibit 17 (the "LTSA Invoice"). The monthly LTSA Invoice calculations shall extend from 12 midnight of the last day of the preceding month to 12 midnight on the last day of the current month (the "LTSA Invoice Period"). Contractor's first LTSA Invoice shall be submitted pursuant to Article 8.5.1 "Mobilization Fee".

Contractor's second and subsequent LTSA Invoices shall be submitted and paid pursuant to this Article.

Invoices for WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be in accordance with this Article.

All undisputed amounts of the WO-1-LTSA-PR, WO-2-LTSA-US, and WO-5-CRI-US invoices, as well as the invoices for Extra-Work valued under \$1,000,000 for WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be due and payable within sixty (60) calendar days of the date after the relevant invoice with supporting documentation was received by PREPA. In case that Extra Work estimate is valued above \$1,000,000, Contractor shall be entitled to submit a mobilization invoice for 25% of such estimated Extra Work value to be paid within thirty (30) days after PREPA received the invoice; the balance of Extra Work payment shall be due and payable within sixty (60) calendar days of the date after relevant invoice with supporting documentation was received by PREPA.

Contractor shall not be required to mobilize any Parts, or personnel to Site to perform Planned Maintenance Inspections, Extra Work, Covered Technical Field Services, or Collateral Damage Repair, or to commence or continue with repairs to Covered Parts at Contractor's shop until all undisputed amounts included in overdue invoices are fully paid to Contractor. Contractor shall not be liable for any warranty claims or Collateral Damage Coverage if Unplanned Maintenance is not carried out in accordance with the intervals stated in this Contract due to Contractor not mobilizing to Site or not having Covered Parts repaired on time due to PREPA's failure to timely pay invoices and no additional notice shall be required from Contractor that Contractor does not intend to mobilize or commence or continue with Covered Parts repairs due to non-payment.

Amounts unpaid after the date on which payment is due and owing shall bear interest at the legal rate for public obligations as published by the Financing Institution Commissioner Office of the Commonwealth of Puerto Rico plus 1.25%, during the period of occurrence of any delay on payments, until payment is made to Contractor. Contractor shall be entitled to invoice such interest on a monthly basis and, to the extent allowed under Applicable Law. If an amount of any invoice is disputed by PREPA and later found in favor of the Contractor, the unpaid amount shall bear interest from that point in time for which the disputed amount was originally due and payable.

8.3.2 Apart from the special professional and consulting services contribution as described in Article 9.3 and when applicable, no other retention shall be withheld

from any Contractor invoices, provided that Contractor had previously submitted to PREPA's Treasury Division a valid Total Waiver Certificate from Withholding at Source, in compliance with the Internal Revenue Code for a New Puerto Rico, in force as of Effective Date.

8.3.3 Contractor's invoices for services under WO-3-EXTRAWORK-PR AND WO-4 EXTRAWORK-US may include payment on account of materials delivered to the Site, which are suitably packed by Contractor to be then stored and protected by PREPA prior to incorporation into the Work. Partial payments for material and equipment stored on Site shall be conditioned upon submission by the Contractor of evidence of manufacture and acceptance, bills of sale or other proof satisfactory to PREPA to establish that title will transfer to PREPA upon its payment for such materials or equipment. Contractor shall secure appropriate insurance and arrange for transportation of such materials or equipment to the Site where required.

8.3.4 The Contractor warrants that the title to all Work covered by an invoice will pass to PREPA no later than the time of PREPA's payment to Contractor for such Work. The Contractor further warrants that Work for which Contractor has received payments from PREPA shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor and its Subcontractors or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.4. CRI invoicing and payment

The price of the CRI base scope to be performed on both Covered Units as indicated in Article 5.7 and Exhibit 14 is not included in the monthly LTSA invoices but shall be separately invoiced against Approved Expenditure Authorizations under WO-5-CRI-US, according to the following payment schedule:

- i) Initial payment of \$641,691 per unit for CRI base scope rotor required hardware procurement and machining shop slot reservation, to be invoiced eight (8) months before CRI scheduled start date.
- ii) Final CRI base scope payment of \$641,691 to be invoiced upon CRI completion per unit and shipping of the rotor from shop to Site.

Any rotor repair, parts, or additional machining emergent work beyond the CRI base workscope described in Exhibit 14 shall be invoiced and paid by PREPA as Extra Work.

Payment amounts indicated in this Article 8.4 and all pricing in Exhibit 14 shall not be subject to price escalation per Article 8.9 for Approved Expenditure Authorizations or purchase orders issued by PREPA before end of year 2021.

8.5 LTSA Payments

8.5.1 Mobilization Fee (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

The mobilization fee is a one-time fee charged to compensate for the Variable Fees corresponding to all EFH accrued by the Covered Units from First Fire until the Effective Date, inclusive (the "Mobilization Fee"). A Mobilization Fee invoice shall be issued by Contractor on Effective Date for PREPA to pay the amount of three million dollars (\$3,000,000) before mobilizing to Site any resources to perform the first Planned Maintenance Inspection under this Contract. The balance of Mobilization Fee shall be written off with a credit memo to be issued by Contractor within thirty (30) days after Effective Date, and deducted from the Adjustment of Previous LTSA Contract described in Article 8.5.5 and Exhibit 24. Contractor shall not be required to mobilize any Parts, tools, or personnel to perform any Planned Maintenance Inspection, Collateral Damage Repair, Extra-Work or Covered TFA at Site until receiving full payment of the \$3,000,000 of Mobilization Fee.

8.5.2 Fixed Fees (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

During the term of the LTSA, the Fixed Fee shall be calculated by applying any applicable escalation pursuant to Article 8.9 to the Base Fixed Fee specified in WO-1-LTSA-PR and WO-2-LTSA-US.

Fixed Fees shall be prorated for the first LTSA Invoice by counting the number of days starting with the day after the LTSA Effective Date and ending with the last day in the month divided by the number of days in the month and then multiplying by the Fixed Fee. An equivalent prorating method shall be used to account for any portion of the month in which the LTSA End Date occurs.

Fixed Fees shall not be billed for a Covered Unit after two consecutive months of inactivity, resuming upon restart of such Covered Unit. In any case, the minimum Fixed Fees payment for both units shall be a minimum of \$150,000 per year.

Except for supporting documentation for escalation calculations pursuant to Article 8.9 "Escalation", Contractor shall not be required to provide any other supporting documentation in order to receive Fixed Fee payment approval.

8.5.3 Variable Fee (EFH Cost Component) Calculations (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

EFH and ES shall be calculated for each gas turbine pursuant to Exhibit 9 (applicable to EFH/ES calculations for WO-1-LTSA-PR and WO-2-LTSA-US) using operating data from each respective gas turbine.

EFH shall be accrued starting at First Fire for each gas turbine. All EFH accrued between First Fire and the Effective Date shall be invoiced as Mobilization Fee, per Article 8.6.1. All EFH accrued between the LTSA Effective Date and the end of March 2016 shall be computed to calculate the Variable Fees of the first LTSA Invoice.

Starting with the second LTSA Invoice and for each LTSA Invoice thereafter, LTSA Invoice components that are based on EFH shall be calculated as stated above using the EFH for each gas turbine that has accrued during the LTSA Invoice Period.

During the Term of this Contract, the Parties shall keep at all times records of both EFH and ES accumulated by the Covered Units. Those records of EFH and ES shall be periodically reviewed by the Program Manager and, in case that a change in the predominant dispatch rate or operational events of the Covered Units had caused a Covered Unit to be closer to complete the next Planned Maintenance Interval in ES rather than EFH, the Program Manager will notify PREPA to reschedule outage planning in accordance with Article 6.4. In case that a Planned Maintenance Inspection interval results to be finally triggered by ES rather than EFH, then Contractor shall be entitled to receive an additional payment, the "Variable Fees Adjustment prior to a Planned Maintenance Inspection", which will be included in the monthly LTSA invoice of the month in which the re-scheduled Planned Maintenance Inspection finally started. Such "Variable Fees Adjustment prior to a Planned Maintenance Inspection" shall be calculated using the EFH/ES intervals equivalence indicated in Exhibit 2.

Except for supporting documentation for (i) escalation calculations pursuant to Article 8.9 "Escalation" and (ii) the completed Exhibit 18 entitled "Equivalent Operating Fired Hours Data Verification", the Contractor shall not be required to provide any other supporting documentation in order to receive payment approval for LTSA Invoice components based on EFH.

8.5.3.1 Escalation of Base EFH Rate

During the term of the LTSA, the base price per EFH as specified in WO-1-LTSA-PR and WO-2-LTSA-US shall be escalated pursuant to Article 8.9.

8.5.3.2 Calculation of WO-1-LTSA-PR Variable Fee

The Variable Fee shall be calculated by multiplying the number of EFH accumulated by each gas turbine during the LTSA Invoice Period by the escalated price per EFH as set forth in WO-1-LTSA-PR. WO-1-LTSA-PR shall not be subject to additional interval extension charges for EFH accumulated above 12,000 as described for WO-2-LTSA-US in Article 8.5.3.3.

8.5.3.3 Calculation of WO-2-LTSA-US Variable Fee

The Variable Fee for WO-2-LTSA-US shall be the sum of the following components:

Component 1: The fee calculated by multiplying the number of EFH accumulated by each gas turbine during the LTSA Invoice Period by the escalated base EFH rate as set forth in WO-2-LTSA-US.

Component 2: In the event that the Covered Unit has accumulated between 12,001 to 12,400 EFH since the completion of the previous Inspection, then in addition to the payments calculated under Component 1 above, PREPA shall pay Contractor for the EFH accumulated on the Covered Unit in excess of 12,000 EFH up to 12,400 EFH since the completion of the previous Inspection, calculated at the Component 2 rate as set forth in WO-2-LTSA-US; and

Component 3: In the event that the Covered Unit has accumulated between 12,401 to 12,500 EFH since the completion of the previous Inspection, then in addition to the payments calculated under Component 1 (from 0 to 12,500 EFH) and Component 2 (only between 12,001 and 12,400 EFH) above, PREPA shall pay Contractor for the EFH accumulated on the Covered Unit in excess of 12,400 EOH up to 12,500 EFH since the completion of the previous Inspection, calculated at the Component 3 rate as set forth in WO-2-LTSA-US.

During the period of initial Planned Maintenance intervals of 8,000 EFH applicable until the first Turbine Inspection (TI) is performed on each Covered Unit under this Contract, the Variable Fee components 2 and 3 described above shall be added for invoicing the Variable Fees payable between 8,001 and 8,400 EFH; and between 8,401 and 8,500 EFH; respectively.

In no event shall any Covered Units be operated more than 500 EFH above the applicable maintenance interval (either 8,000 EFH or 12,000 EFH, as applicable) since last Planned Maintenance Inspection unless Contractor has conducted a Borescope Inspection and such extended running time has been approved by Contractor's Gas Turbine Engineering department. In case of approval, the Component 3 rate shall be applicable to all EFH of the extended interval.

Example of how the calculations described in Article 8.5.3.3 are performed is set forth below:

When the Covered Unit has accumulated 12,500 EFH since the previous Inspection the following calculations will apply.

- (i) PREPA would pay Contractor for the 12,500 EFH accumulated on the Covered Unit since the previous Inspection at the base EFH rate of \$505.00/EFH, as escalated per Article 8.9:

$$12,500 \text{ EFH} \times \$505.00/\text{EFH} = \$6,312,500; \text{ and}$$

- (ii) PREPA would pay Contractor an additional amount for the EFH between 12,000 EFH and 12,400 EFH at the Component 2 rate of \$75.75/EOH), as escalated per Article 8.9:

$$400 \text{ EFH} \times \$75.75/\text{EFH} = \$30,300; \text{ and}$$

- (iii) PREPA would pay Contractor for the EOH between 12,400 EOH and 12,500 EFH at the Component 3 rate of \$126.25/EFH), as escalated per Article 8.9:

$$100 \text{ EFH} \times \$126.25/\text{EFH} = \$12,625.$$

- (iv) Total paid to Contractor:

$$\$6,312,500 + \$30,300 + \$12,625 = \$6,355,425$$

8.5.4 Rate Sheet for Labor (Applicable to WO-3-EXTRAWORK-PR) and Price List for Covered Parts, Other Gas Turbine Parts, Miscellaneous Hardware and Parts Repairs (Applicable to WO-4-EXTRAWORK-US), is included in Exhibit 7, Exhibit 8, and Exhibit 10.

During the term of the LTSA, all payments made for Extra Work shall be made by applying any applicable escalation pursuant to Article 8.9 to the prices indicated in Exhibit 7, Exhibit 8, and Exhibit 10.

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8.5.5 In consideration of PREPA entering into this Contract, Contractor shall give PREPA a credit in consideration of inspection services that were to be performed by Contractor on the Ansaldo steam turbine units and their associated generators and paid by PREPA as part of a lump sum non-broken out variable fee under Previous LTSA but were not performed due to PREPA's decision (the "Adjustment of Previous LTSA Fees"). The total amount of the credit is indicated in Exhibit 24. Such Adjustment of Previous LTSA Fees shall be credited as follows: (1) towards the Mobilization Fee agreed upon Article 8.3.1 to reduce to three million dollars (\$3,000,000.00) the payment required before first Planned Maintenance Inspection under this Contract, and (ii) the balance of the Adjustment of Previous LTSA Fees shall be deducted on a per EFH basis from the Variable Fees from Effective Date until the First Major Inspection to be performed on both Covered Units under this Contract, as further detailed in Exhibit 24.

8.6 LTSA Minimum Payment and Credit due to Early Inspection

In the event that Contractor performs an Inspection prior to the time when: a) a Covered Unit accrues 8,000 EFH since previous Outage before first Turbine Inspection (TI) performed under this Contract, or b) a Covered Unit accrues 12,000 EFH since previous Outage after first TI performed under this Contract; then an early inspection minimum payment will apply pursuant to 8.6.1 and a resulting credit shall be calculated for the purpose of offsetting Variable Fees charged on EFH exceeding 12,000 pursuant to 8.6.2.

Note: In the case of an Early Inspection required to be performed by Contractor prior to 8,000 EFH before the first TI of each Covered Unit under this Contract, the amount 12,000 EFH shall be replaced by 8,000 EFH for the purposes of Article 8.6.1 and Article 8.6.2 below.

8.6.1 Early Inspection Variable Fee Minimum Payment

When a Planned Maintenance inspection is performed prior to 12,000 EFH, the Variable Fees for the current LTSA Invoices for WO-1-LTSA-PR and WO-2-LTSA-US shall be calculated by adding the actual EFH accumulated plus the difference between 12,000 EFH and the actual accumulated EFH at the time of the Planned Maintenance inspection.

8.6.2 Early Inspection Variable Fee Credit

The early inspection Variable Fee credit shall apply to WO-2-LTSA-US only and shall be equal to the amount of 12,000 EFH minus the actual accrued EFH at the time of the early Planned Maintenance inspection multiplied by the base EFH rate. In each instance where there is an EFH credit amount for an inspection performed prior to 12,000 EFH, the Parties will apply the EFH credit amount to the extent additional payment during the term of the LTSA is otherwise due for future inspections performed after accumulating EFH greater than 12,000, for both Covered Units. Notwithstanding the foregoing, in the event that a credit amount remains at the LTSA End Date, such credit amount shall expire without payment or future credit to PREPA.

Example of how the calculations described in Article 8.6.2 is set forth below:

Such Inspection occurs when the Covered Unit has accumulated 11,300 EFH since the previous Inspection

- (i) PREPA would pay Contractor for the 11,300 EOH accumulated on the Covered Unit since the previous Inspection at the base EOH rate of \$505.00/EFH as escalated per Article 9:

$$11,300 \text{ EOH} \times \$505.00/\text{EOH} = \$5,706,500; \text{ and}$$

- (ii) PREPA would pay Contractor an amount for the EFH between 11,300 EFH and 12,000 EFH at the base EFH rate of \$505.00/EFH as escalated per Article 9:

$$700 \text{ EFH} \times \$505.00/\text{EFH} = \$353,500.$$

- (iii) Total paid to Contractor since the previous Inspection:

$$\$5,706,500 + \$353,500 = \$6,060,000$$

- (iv) PREPA would receive an EFH Credit Amount in the amount of $(12,000 \text{ EFH} - 11,300 \text{ EFH}) \times \$505.00/\text{EFH} = \$353,500$ to be applied for Variable Fees charged for EFH in excess of 12,000 at the time of the next CI, TI, or MI inspection.

8.7 Maximum Funding Limit

The sum of all payments made by PREPA to the Contractor on account of the Work performed under the Work Orders and their related Expenditure Authorizations all of which are bound by the terms of this Contract shall not exceed the Maximum Funding Limit. The Maximum Funding Limit is set forth in Article 8.8, Consideration.

The Maximum Funding Limit may be changed from time to time through an Approved Amendment approved by PREPA's Executive Director under the authority of the PREPA's Board of Governors. In the event that the projected invoice amounts required to complete the Work indicate that Contractor will exceed the Maximum Funding Limit within 90 days of the then current date, Contractor shall immediately notify PREPA (the "Maximum Funding Limit 90 Day Notice") with supporting documentation which: (i) accounts for the expenditures to date under the Contract; and, (ii) forecasts the cost necessary to complete the Work; and, (iii) indicates the date that the invoicing forecast, based on the normal progression of the Work, indicates that the invoiced amount will exceed the Maximum Funding Limit. In the event that PREPA does not provide an Approved Amendment to increase the Maximum Funding Limit, Contractor shall have the right to suspend the Work and when applicable, terminate the Contract pursuant to Article 23, Dispute Resolution

8.8 Consideration

PREPA agrees to pay, and Contractor agrees to perform the Work and accept payment in the amounts and on the basis (either Firm Priced or Time and Material specified in individual Expenditure Authorizations executed on or after the Effective Date of this Contract. Work shall be performed in accordance with the terms and conditions of this Contract inclusive of any additional terms and conditions included in the individual Expenditure Authorizations the order of precedence of which shall be judged pursuant to Article 2.4 "Interpretation Priority".

Work performed on a Time and Material basis under any given Expenditure Authorization shall be calculated pursuant to Exhibit 8.

Pursuant to Article 8.7 "Maximum Funding Limit", all payments made by PREPA to Contractor under this Contract shall not exceed the Maximum Funding Limit set forth below.

- Maximum Funding Limit: \$142,440,846

8.9 Escalation

The price of Article 8.5.2 "Fixed Fees" and the "Variable Fee" \$/EFH price of the Article 8.5.3 "EFH Cost Component Calculations", the annual and aggregate limitation amounts of \$10,000,000 and \$40,000,000, respectively, in Article 11.1 as well as all other prices indicated in this Contract and all its Exhibits shall be subject to escalation per this Article 8.9. These prices establish the Contractor's base year 2016 pricing (the "Base Year").

CRI pricing in Exhibit 14 is firm until end of year 2021; all prices therein shall be subject to escalation per this Article 8.9 starting on year 2022 with respect to 2021 prices.

Each of the Articles 8.5.2 and 8.5.3 LTSA Invoice component prices shall be escalated in accordance with the following escalation indexes and formula. All escalation calculations shall be performed to the fourth decimal place after which the value of P_i shall be truncated to the nearest 100th of a dollar.

$$P_i = P_0 \times \text{CPI-U}_{i/0}$$

Where:

P_i = Adjusted price on the date of payment

P_0 = Price in this Term Sheet

$\text{CPI-U}_{i/0}$ = quotient between the "Consumer Price Index - Unadjusted, US City Average, All Items", Series ID CUUR0000SA0, published by the United States of America's Bureau of Labor Statistics, November index for the year preceding the payment year and the November index for 2015 (237.336), rounded to the third decimal.

<u>For WO-1-LTSA-PR:</u>	Fixed Fee:	\$108,000.00
	Variable Fee Base EOH Rate:	\$ 126.25

<u>For WO-2-LTSA-US:</u>	Fixed Fee:	\$192,000.00
	Variable Fee Base EOH Rate:	\$ 378.75
(Article 8.5.3.3)	Variable Fee Component 2 Rate:	\$ 75.75
(Article 8.5.3.3)	Variable Fee Component 3 Rate:	\$ 126.25
<u>WO-3-EXTRAWORK-PR</u>		Per <u>Exhibit 8</u>
<u>WO-4-EXTRAWORK-US</u>		Per <u>Exhibit 7</u> and <u>Exhibit 10</u>
<u>WO-5-CRI-US</u>		Per <u>Exhibit 14</u>

ARTICLE 9. TAXES

9.1 Income Tax

PREPA will deduct and withhold at source to the Contractor the equivalent of seven percent (7%) from payments for services rendered in Puerto Rico under this Contract, in compliance with the 2011 Puerto Rico Internal Revenue Code, section 1062.03, as amended. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to: twenty percent (20%) in the event that the Contractor is a non-resident individual, which is a U.S. citizen, as provided by the 2011 Puerto Rico Internal Revenue Code, section 1062.08; or twenty-nine percent (29%) in the event that the Contractor is a non-resident and non U.S. citizen individual, or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by the 2011 Puerto Rico Internal Revenue Code, sections 1062.08 and 1062.11.

If a Waiver Certificate has been issued to the Contractor by the Treasury Department, the Contractor shall be responsible to submit a copy of said Waiver Certificate to PREPA for every calendar year and if it does so PREPA will not deduct and withhold those amounts that are required to be withheld without the Waiver Certificate from the amounts due and payable to Contractor for performance of the Work as provided in the immediately preceding paragraph; otherwise, payments under the Contract shall remain subject to withholding at source. All invoices shall be segregated by concepts (services, materials, equipment, etc.), to identify the amounts subject to withholding and avoid undue deductions.

9.2 Unless otherwise specified in Article 8 or the subject Work Order or its related Expenditure Authorizations, any applicable unemployment, old age, privilege, use, business and occupational taxes and social security taxes and fees, sales taxes

and excise taxes are included in the compensation to be paid Contractor under the subject Work Order Authorization.

9.3 Special Professional and Consulting Services Contribution

In compliance with Article 1 of Act 48 of 2013, as amended, PREPA will withhold at source a special contribution on professional and consulting services equivalent to 1.5% of the total amount invoiced for technical services provided to PREPA under this Contract. For this purpose, Contractor invoices including technical services subject to the special contribution shall include technical service items separated from other items not subject to the contribution (parts, materials, supplies, reimbursement of expenses, etc.) to identify the amounts subject to this withholding thus avoiding undue deductions.

ARTICLE 10. WARRANTY OF PARTS AND SERVICES

- Handwritten initials: CMS, JH, and a signature.*
- 10.1 Contractor warrants that any new, repaired or refurbished Parts, other than Covered Parts and Miscellaneous Hardware, (i) supplied by Contractor during the Term or (ii) supplied by Contractor under Previous LTSA, shall, when properly used, be free from defects in material and workmanship, excluding normal wear and tear, and that the Services performed during the Term (including at any Outage immediately preceding the end of the Term) shall be performed in a competent and diligent manner in accordance with Contractor Good Industry Practice.
- 10.2 Contractor warrants that any new, repaired or refurbished Covered Parts and Miscellaneous Hardware (i) supplied by Contractor during the Term or (ii) supplied by Contractor under Previous LTSA, shall, when properly used, be free from failure, including excessive wear or failure due to defects in material and workmanship.
- 10.3 The foregoing warranties in Article 10.1 and Article 10.2 shall endure as follows:
- (a) with respect to each Covered Part and Miscellaneous Hardware: from the commencement of the Term until removal of the Covered Part or Miscellaneous Hardware; and
 - (b) with respect to each Non-Covered Part or Operational Spare Part: the earlier of (i) one (1) year from installation in the Covered Unit or (ii) two (2) years from Delivery; provided, that in no event shall any such warranty, including any re-warranty, endure longer than two (2) years after the initial

installation of such Non-Covered Part or Operational Spare Part in the Covered Unit; and

- (c) following the end of Term in accordance with Article 4 the warranty period set forth in Article 10.3(a) above shall expire on the earlier to occur of (i) the accumulation of 12,000 EFH, (ii) the accumulation of 450 ES and (iii) one (1) year from the installation of the Covered Part or Miscellaneous Hardware.

10.4 With respect to Compressor Parts, the warranty and duration shall be in accordance with Exhibit 12.

10.5 Contractor warrants with respect to Services:

- (a) In the case of a Service performed in relation to Planned Maintenance or Collateral Damage Repair on a Covered Unit, the above Service warranty in Article 10.1 shall endure from the time of completion of such Service and shall expire on the completion of the next Planned Maintenance Inspection during the Term.
- (b) All other Services are warranted for one (1) year from completion, unless otherwise agreed in writing; provided, however, in no event shall such other Services warranty exceed eighteen (18) months from the original date of completion.
- (c) With respect to a Service performed in relation to Planned Maintenance or Collateral Damage Repair performed at any Outage immediately preceding the end of the Term, the warranty period set forth in Article 10.5(a) shall expire on the earlier to occur of: (i) the accumulation of 12,000 EFH, (ii) the accumulation of 450 ES, and (iii) one (1) year from the completion of the Service.

10.6 If any failure of new, repaired or refurbished Part or Service to meet the above warranties is discovered during the warranty period, PREPA shall promptly notify the Program Manager in writing and promptly make the Covered Unit(s) available for correction of such defect. Contractor shall, within a reasonable period of time, correct any defective new, repaired or refurbished Parts, by, at its option, (i) repairing the defective Part(s) or (ii) delivering necessary replacement Part(s), or shall, within a reasonable period of time, re-perform Services.

- 10.7 Contractor's obligation under this Article10 shall not extend to failure caused by (a) designs, specifications, material or workmanship of items which are not supplied by Contractor under the Contract, or (b) misuse, negligence, neglect or repairs or modifications to the Covered Unit(s) which have been made without Contractor's approval.
- 10.8 Contractor's obligation under this Article10 is subject to the additional following conditions:
- (i) Neither PREPA nor any other third party has provided any services or parts for the Covered Units since Contractor's last inspection and the Covered Unit(s) has been operated in accordance with the Operation and Maintenance Manuals and Prudent Utility Practices.
 - (ii) The defect occurs under proper use, and only if those power supplies, fuels, lubricants and coolants, with their associated systems, approved by Contractor have been employed. For purposes of this Article, "proper use" means that the Covered Unit(s) are operated in full compliance with fuel, water and air specifications identified in this Contract and the operation and maintenance of the Facility (including the Covered Unit(s)) is in accordance with manufacturer's instructions, any applicable Operations and Maintenance Manual, Prudent Utility Practices and Applicable Laws.
 - (iii) Written notice of the defect is given to Contractor within forty-eight (48) hours after discovery of the defect.
 - (iv) PREPA shall keep historical operating logs generated by the plant control system showing operation of the warranted equipment during the applicable warranty period. Historical operating logs shall be kept electronically and copies shall be submitted to Contractor upon its request in connection with a warranty claim by PREPA.
 - (v) Maintenance or repair performed by PREPA or any party other than Contractor on Contractor's warranted part(s) performed without Contractor's knowledge and written consent shall void Contractor's warranty and Contractor shall have no obligation to pay the Collateral Damage Coverage.
 - (vi) Changes in control logic and settings implemented by PREPA or any party other than Contractor on Covered Units' DCS (Distributed Control System) without Contractor's knowledge and written consent shall void Contractor's

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warranty and Contractor shall have no obligation to pay the Collateral Damage Coverage.

10.9 In case Contractor is requested to repair or replace any Parts for which the warranty period has already expired pursuant to Article 10.2 or otherwise negated pursuant to Article 10.7 and/or Article 10.8, such repair and replacement shall be deemed to be Extra Work.

10.10 THIS IS A LIMITED WARRANTY. THE UNDERTAKINGS AND OBLIGATIONS OF CONTRACTOR UNDER THIS WARRANTY PROVISION ARE IN PLACE OF AND EXCLUDE ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY SHALL APPLY. CONTRACTOR'S LIABILITIES AND PREPA'S REMEDIES IN RESPECT OF DEFECTS IN ANY PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, ARE SOLELY AND EXCLUSIVELY STATED IN THIS WARRANTY SECTION, AND CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DEFECT OR DAMAGE WHICH APPEARS AFTER THE END OF THE WARRANTY PERIOD SET OUT IN THIS ARTICLE 10.

NONE OF PREPA'S RIGHTS OR REMEDIES UNDER THIS WARRANTY ARTICLE MAY BE CONFERRED UPON ANYONE OTHER THAN PREPA, ITS SUCCESSORS OR PERMITTED ASSIGNS.

Contractor's obligations in this Article 10 shall not apply to Extra Work, described in Article 1 Definitions, which shall be warranted as the Parties mutually agree when Contractor agrees to undertake such Extra Work.

ARTICLE 11. LIMITATION OF LIABILITY

11.1 The liability per calendar year of Contractor Parties on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of this Contract shall not exceed the greater of: a) the value paid by PREPA to Contractor in the previous calendar year or b) Ten Million Dollars (\$10,000,000).

In no event, shall the aggregate liability of Contractor Parties, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict

liability or otherwise, arising out of the performance or breach of this Contract, the use of any Parts or the provision of any Services exceed Forty Million Dollars (\$40,000,000) during the Term of this Contract; provided, however, that the foregoing limitation of liability shall not apply in the case of liabilities arising from Contractor Parties' willful misconduct or fraud. Contractor's limitation of liability for (i) Extra Work and Collateral Damage Coverage is covered in Article 11.3 below. This limitation of liability in this Article 11.1 shall not apply to Contractor's express indemnity obligations under Article 12.1.1.

11.2 In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall Contractor or its Subcontractors and their Affiliates or suppliers be liable for loss of profit or revenues, loss of use of PREPA's equipment or any associated equipment, cost of capital, cost of substitute equipment, loss of facilities, replacement power, downtime costs, claims of PREPA's customers or other contractors for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

11.3 The aggregate liability of Contractor Parties for any Extra Work or Collateral Damage Repair on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, arising out of the performance or breach of this Contract and any agreement for Extra Work, shall not exceed the price paid for performing such Extra Work or Collateral Damage Repair; provided, however, that the foregoing limitation of liability shall not apply in the case of liabilities arising from Contractor Parties' willful misconduct, or fraud.

11.4 Except in cases where provided in writing, if Contractor furnishes PREPA with advice or assistance concerning any products, systems or work which are outside of the boundaries of the Work pursuant to this Contract, the furnishings of such advice or assistance will not subject Contractor, Subcontractor and their Affiliates to any liability, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

11.5 The provisions of this Article 11 shall govern over any conflicting or inconsistent provisions contained in any of the documents comprising the Contract, except to the extent that such provisions further restrict Contractor Parties' liability.

11.6 As its Collateral Damage Coverage during the Term, Contractor shall pay and bear the costs (at Time and Materials Rates) of all Parts, Repair Services and

Services, as may be required for Collateral Damage, in accordance with the following limits:

- (i) five hundred thousand Dollars (\$500,000) per event;
- (ii) two million Dollars (\$2,000,000) in the aggregate per MI Cycle based on two Covered Units;
- (iii) four million Dollars (\$4,000,000) in the aggregate for the Term based on two Covered Units; and
- (iv) six million dollars (\$6,000,000) in the aggregate for the Term, based on two Covered Units, for loss or damage to the Covered Units as a result of Contractor's negligence in performing the Services.

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The aforementioned Collateral Damage Coverage will start at the Performance Start Date. Excluded from Collateral Damage Coverage is all Collateral Damage attributable to PREPA's violation of operation parameters or operator error. PREPA waives any additional rights of recovery arising under or in connection with this Contract against Contractor Parties for resulting or downstream damage to the Covered Units arising out of a defective Part or defective performance of Services, or for loss or damage to any other property of PREPA or any of its Affiliates, whether such claims are brought under breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

[Signature]
ARTICLE 12. INDEMNITIES

12.1 Save Harmless Clause

- 12.1.1 Contractor shall defend, indemnify and hold harmless PREPA and its officers, agents and contractors from and against any and all claims, demands, suits, actions, liability, losses, costs, damages and expenses, including attorneys' fees, by reason of damage to third party physical property, or for personal or bodily injury, or both, arising out of the performance of this Contract to the extent such damage or injury is attributable to the negligence of Contractor, its Affiliates or its subcontractors.
- 12.1.2 PREPA shall defend, indemnify and hold harmless Contractor Parties and their officers, agents and contractors from and against any and all claims, demands, suits, actions, liability, losses, costs, damages and expenses, including attorneys' fees, by reason of damage to third party physical property, or for personal or bodily injury, or both, arising out of the performance of this Contract to the extent such damage or injury is attributable to the negligence of PREPA, its Affiliates or its subcontractors.

12.1.3 Contractor shall indemnify, defend and save harmless PREPA for any direct loss or liability to PREPA, for all expenses and costs of any nature (including court costs and reasonable attorneys' fees) incurred by PREPA arising out of any such claim loss or liability arose from or is based on the violation of any Applicable Law by one or more of the Contractor Parties. PREPA shall indemnify, defend and save harmless the Contractor Parties any direct loss or liability to one or more of the Contractor Indemnitees, for all expenses and costs of any nature (including court costs and reasonable attorneys' fees) incurred by one or more Contractor Indemnitees arising out of any such claim loss or liability arose from or is based on the violation of any Applicable Law by one or more of the PREPA Indemnitees

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12.1.4 To the extent such damage or injury is caused by the joint or concurrent negligence of PREPA and Contractor, the loss, cost, damage, or expense shall be borne by PREPA and Contractor in proportion to their negligence, such proportion of negligence to be determined by agreement of Contractor and PREPA or, in the event of an inability of the Parties to reach such an agreement, pursuant to the arbitration process set forth in Dispute Resolution (Article 23)

12.2. Patents and Copyrights

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The Contractor, at its own expense and without giving rise to an equitable adjustment to the Work, shall defend any suit or action brought against PREPA based on a claim that any Work provided by Contractor including the use thereof by PREPA in accordance with the Contract, infringes any patents or copyrights of the United States or other intellectual property right, if notified promptly in writing by PREPA, and given the authority, information, and assistance for the defence of the same, and the Contractor shall pay all damages and costs awarded to the claimant therein against PREPA and any fines or penalties assessed against PREPA by any governmental authority in connection therewith (and all costs and expenses incurred by PREPA in connection therewith (including court costs and reasonable attorney's fees)).

If in any suit or action for which the Contractor is responsible to defend PREPA as provided in the immediately preceding paragraph the Work or any part thereof is held to constitute infringement and its use is enjoined, the Contractor, at its option shall either procure for PREPA the right to continue using the same or replace it with non-infringing Work or modify it so it becomes non-infringing.

12.3 Pre-existing Site Conditions

It is understood and agreed by the Parties that nothing herein shall be interpreted as placing any responsibility or liability on any Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants for pre-existing site conditions at any Site where Work is performed, including but not limited to those resulting from pre-existing pollution, contamination, hazardous waste, toxic material or similar substances or from a source independent of Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants. PREPA shall protect and indemnify Contractor, its Subcontractors, their affiliated companies and their respective officers, directors, employees, agents and servants from and against any and all damages, claims or liabilities arising out of or relating to any such pre-existing conditions or the generation, emission or disposal of any pollution, contamination, hazardous waste, toxic material or similar substances resulting from pre-existing site conditions or a source independent of Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants.

ARTICLE 13. INSURANCE REQUIREMENTS AND RISK OF LOSS

Contractor shall provide the following insurance coverage's for all work performed under WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US.

The Parties shall each secure and maintain in full force and effect during the term of WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US as provided herein, policies of insurance covering all operations engaged in under the referenced Work Orders by the by the Parties as follows:

13.1 Workmen's Compensation Insurance

Workmen's Compensation Insurance as required by the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The Parties shall also be responsible for compliance with said Workmen's Compensation Act by all their respective contractors, subcontractors, agents, and invitees, if any.

To the extent required by Applicable Law, the Contractor shall furnish PREPA the certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Contract.

For imported personnel eligible for exemption, as per Act No. 16 of May 16, 1958, the Contractor shall furnish evidence of such exemption and a certificate of insurance to evidence current workers compensation in compliance with the state of employees' residence from the insurance carrier covering said personnel.

13.2 Employer's Liability Insurance

Employer's Liability Insurance with: bodily injury by disease limits of \$2,000,000 for each employee, and Bodily injury by disease \$2,000,000 Aggregate limit; and for bodily injury by accident \$2,000,000 each accident, covering against the liability imposed by Law as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The foregoing limits may be satisfied by a combination of primary and excess policies.

13.3 Commercial General Liability Insurance

Commercial General Liability Insurance with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate. Coverage may be provided by a combination of primary and excess policies.

13.4 Automobile Liability Insurance

The Contractor shall provide Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering owned, non-owned and hired automobiles. The foregoing limits may be satisfied by a combination of primary and excess policies.

13.5 Excess Liability Insurance

Excess Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate.

13.6 Inland Marine Insurance

The Contractor shall provide an Inland Marine Insurance to cover equipment in transit by land. The limit of this insurance must be for the cost of the equipment with the highest value to be transported during the term of the Contract.

13.7 Ocean Marine Insurance

The Contractor shall provide an Ocean Marine Insurance to cover equipment in transit in a cargo vessel. The limit of this insurance must be for the cost of the equipment with the highest value to be transported during the term of the Contract.

13.8 Requirements Under the Policies

PREPA will cause its insurers to waive all rights of subrogation in favor of Contractor Parties for PREPA's property insurance (which includes business interruption insurance to the extent maintained by PREPA) and general liability insurance policies. The waiver shall only apply to claims that arise out of the scope of this Contract.

In the event PREPA is unable to obtain such waivers of subrogation from PREPA insurers due to the PREPA insurer's refusal to provide such waivers, PREPA and Contractor shall enter in good faith negotiations to agree upon a change order to address such risks to both Parties' satisfaction. In the event the waiver is withdrawn under the applicable policies, Contractor may terminate this Contract by written notice effective immediately and Contractor shall be entitled to the true up amount described in Exhibit 22.

The Commercial General Liability Insurance and the Automobile Liability Insurance required under the referenced Work Orders shall be endorsed to include:

- a. As Additional Insured with regard to the Contractor's policies:

Puerto Rico Electric Power Authority
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

- b. A Waiver of Subrogation in favor of PREPA.

- c. Separation of Insureds

"Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this

insurance applies separately to each insured against whom claim is made or "suit" is brought."

13.9 Furnishing of Policies

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage's afforded. This certification shall be in the "Acord" form, in general use by the insurers. The original of the endorsements for each annual renewal shall be furnished to PREPA's Risk Management Office prior to the policy expiration date. Contractor shall give PREPA a 30 day cancellation or nonrenewable notice to be sent to the above address in the event the aforementioned coverages are cancelled or not renewed.

13.10 Occurrence of Damages

Contractor and PREPA each agree to make, use, provide, and take all proper, reasonably necessary and sufficient precautions, safeguards, and protection against the occurrence or happenings of injuries, death and/or damages to any person or property during the progress of the Work.

13.11 Contractor Parent Guarantee

Contractor shall furnish PREPA with a Corporate Parent Guarantee acceptable to PREPA from Mitsubishi Hitachi Power Systems Americas, Inc. (or its parent successor) with legal venue for all disputes in Puerto Rico in a form substantially similar to the Corporate Parent Guarantee form provided as Exhibit 25. The amount of the Corporate Parent Guarantee shall be equal to the limit of liability established under Article 11 and shall guarantee Contractor's performance of all duties and obligations inclusive of warranty obligations and prompt payment of all of its employees, subcontractors and vendors under the requirements of LTSA Work Orders WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US. The Corporate Parent Guarantee shall remain in full force and effect during the entire Term of this Contract and warranty periods.

ARTICLE 14. CHANGES

Contract prices are based on Contractor's design, manufacture, and delivery of the Parts and Miscellaneous Hardware and Contractor's performance of the Services pursuant to: (i) its design criteria, manufacturing processes and procedures and quality

assurance program, (ii) Applicable Law as of the Effective Date, and (iii) the other terms and conditions set forth herein.

As it solely pertains to (ii) and (iii) above, Contract prices will be equitably adjusted, either up or down, to reflect increased or decreased costs incurred by Contractor resulting from a material change in the standards of the preceding paragraph (including any Change in Law) which affect the Parts, Miscellaneous Hardware and Services. If Contractor's performance becomes impossible or commercially impracticable as a result of such a change or if PREPA becomes unable to operate the Facility as a result of a change in regulatory permits or approvals, the affected Party will give the other Party written notice to such effect and shall have the right to terminate this Contract pursuant to Article 18. Notwithstanding the foregoing, no modification in price or otherwise will be made as a result of any general change in the manufacturing facilities of Contractor Parties resulting from the imposition of any requirements by any national, state or local governmental entity.

Contractor and PREPA have the right to propose, for mutual agreement of the Parties, changes within the general scope of the goods and services to be performed by Contractor under this Contract. Any difference in price, schedule, rights and or other obligations, including without limitation Contractor's warranty, resulting from such changes must be mutually agreed upon in writing. Neither Party shall be obligated to proceed with any changes until such written agreement is signed by both Parties.

ARTICLE 15. FORCE MAJEURE

15.1 If either Party's performance of any obligation under the Contract (other than an obligation of PREPA to make payment) is prevented, restricted or delayed by any force majeure event, and the Party whose performance is so affected gives notice and full details of the event and its estimated duration to the other Party within fifteen (15) days after the occurrence of the event, the affected Party shall be excused from, and shall not be liable for, a failure to perform to the extent of such prevention, restriction or delay, and the time for performance shall be extended accordingly. The Party affected by the force majeure shall remedy that force majeure with all reasonable dispatch.

15.2 Force Majeure shall be defined as any circumstances, whether foreseen or unforeseen, beyond the reasonable control of the affected Party, including, but not limited to:

- i) Acts of God, earthquakes, hurricanes, floods, tsunamis, monsoons, volcanic eruptions, typhoons or other unusually severe conditions;
- (ii) Labor conflicts/industrial disputes;

- (iii) Fires and explosions;
- (iv) Action or failure to act of public services or government authorities;
- (v) Acts of war, sabotage, embargoes;
- (vi) Insurrection, terrorism, riots, breach of peace;
- (vii) Criminal activity;
- (viii) Transportation interruptions or delays, such as general unavailability of conveyances, or unavailability of routes; provided in no event shall Contractor Parties' negligence or malfeasance in securing appropriate transportation be considered a Force Majeure event.
- (ix) General or specific shortage of materials provided in no event shall Contractor Parties' negligence or malfeasance in securing materials be considered a Force Majeure event.

- 15.3 A Party claiming Force Majeure shall only be relieved of its obligations to the extent affected by the Force Majeure and such Party shall continue to perform its obligations to the extent not affected by such Force Majeure event.
- 15.4 The burden of proof as to whether a Force Majeure has occurred shall be on the Party claiming the Force Majeure.

ARTICLE 16. DELIVERY, TITLE AND RISK OF LOSS AND DAMAGE

16.1 Delivery and Risk of Loss

Contractor shall be responsible for arranging, insuring and paying for the shipment to and from the Site, of all Covered Parts, Parts, material, equipment, Miscellaneous Hardware, Contractor's tools and any other items necessary for Contractor to fulfill its obligations under this Contract.

Delivery of Covered Parts, Parts, material, equipment and Miscellaneous Hardware provided under WO-2-LTSA-US, WO-4-LTSA-US and WO-5-CRI-US shall be on DAP Site (Incoterms 2010) basis. PREPA shall be responsible for all duties, taxes, and customs formalities.

Contractor shall bear the risk of loss and damage to Covered Parts, Parts, material, equipment and Miscellaneous Hardware until such items are delivered by Contractor to Site.

Contractor shall bear the risk of loss and damage to Covered Parts, Parts, material, equipment and Miscellaneous Hardware removed from the Site for refurbishment starting at the time that such items leave the Site.

PREPA shall bear the risk of loss and damage to all Covered Parts, Parts, material, equipment, Miscellaneous Hardware and Contractor's tools (provided they are properly stored by Contractor in secure, locked containers and/or boxes) after delivery to Site and during periods that such items are stored on the Site prior to or after every Planned or Extra Work or Collateral Damage Repair Work

During periods that Contractor is performing Planned Maintenance, Extra Work, or Collateral Damage Repair and provided that the Contractor has taken reasonable care related to such work to; (i) assure that all parts from dismantled pieces of the Covered Units and necessary tools are properly inventoried and stored in a suitable manner; and, (ii) appropriately cover such Covered Units during both working and non-working hours; and (iii) lock all lockable storage containers and tool boxes during non-working hours; then PREPA shall bear the risk of loss and damage to Covered Parts, parts, material, equipment, Miscellaneous Hardware and Contractor's tools during periods of Planned Maintenance, Extra Work, or Collateral Damage Repair.

16.2 Transfer of Title

Title to Covered Parts and Miscellaneous Hardware or components thereof shall be transferred to PREPA upon delivery of such items DAP Site (Incoterms 2010), subject to Articles 16.2.1 and 16.2.2 below, PREPA will continuously hold title to such items. PREPA shall be responsible for all duties, taxes, and customs formalities.

- 16.2.1 If any Covered Parts purchased and incorporated into the Covered Units are removed from the Covered Units and are found to be un-repairable or have less than one full interval remaining in accordance with Contractor's standard interval life for such Covered Part, then title to such parts shall transfer from PREPA to Contractor upon the written confirmation from Contractor identifying the part and citing the reason that the part is un-repairable or does not have a remaining service interval. PREPA shall not be entitled to any credit or payment upon transfer of the Covered Part to Contractor
- 16.2.2 Contractor may deliver additional parts, supplies, Miscellaneous Hardware and other items that Contractor may need to complete its Planned Maintenance obligations or Extra Work or Collateral Damage Repair which have not been

previously purchased by PREPA (the "Contingency Parts & Supplies"). Contractor shall have the right to remove Contingency Parts & Supplies delivered which are not installed or utilized in the Covered Units. Title to all such Contingency Parts & Supplies not installed or utilized in the Covered Units shall remain with the Contractor.

ARTICLE 17. OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

- 17.1 All designs, drawings and other technical information relating to the Parts, Miscellaneous Hardware and/or Services, including the software, provided by Contractor under the Contract and all intellectual property rights therein ("Technical Information") shall be and remain the property of Contractor.
- 17.2 To the extent any such Technical Information is provided by Contractor to PREPA, such Technical Information shall be kept confidential by PREPA, its Affiliates, and their employees, agents or subcontractors, and shall not be copied, modified or disclosed by any of them and shall not be used by them otherwise than for the purposes of the operation and maintenance of the Covered Unit(s) without Contractor's prior written consent. Upon termination of the Contract, PREPA shall return to Contractor all Technical Information supplied by Contractor, together with any copies made. PREPA shall take adequate precautions to prevent its employees from disclosing such Technical Information to others, even after such employees have terminated employment with PREPA.
- 17.3 From the Contract Effective Date, Contractor grants to PREPA the non-exclusive and non-transferable right to use such Technical Information as may be provided herein by Contractor during the Term but only for the purposes of operation and maintenance of the Covered Unit(s). Upon the termination of this Contract, all rights granted to PREPA in this Article 17.3 shall immediately terminate. Should PREPA desire, subsequent to termination, a license to continue to use any Technical Information to enable it to continue to maintain the Covered Unit(s), Contractor will make such a license (without the right to sublicense) available royalty-free, but only under adequate safeguards to protect the confidentiality of the Technical Information from third parties. For the avoidance of doubt, such Technical Information shall not be disclosed or shared in any manner with any Competitor of Contractor.
- 17.4 This Contract, and any other financial, technical or commercial information relating to the Parties that is designated in writing as "Confidential" or "Proprietary" by a Party and disclosed to the other Party incident to the implementation of this Contract, is disclosed in confidence and the recipient Party of such information shall not publish or otherwise disclose it in whole or in part to

others without the written approval of the other Party and shall not use any such information for any purpose other than performance of its obligations under this Contract; provided, however, that nothing herein shall limit either Party's right to disclose any such information provided by the other Party hereunder which: (i) was furnished by such Party prior to this Contract's Effective Date without restrictions; (ii) becomes available within the public domain without violation of this Article 17.4; or (iii) is received by either Party from a third party without restriction and without violation of this Article 17.4; provided, further, that the Parties may release such information (a) to their and their Affiliates' shareholders, or any of their or their Affiliates' respective officers, employees, advisors, bonding agents, financial institutions and banks, rating agencies, regulatory agencies and other parties to the extent necessary to perform their respective obligations under this Contract, (b) in connection with the ownership, financing, operation, maintenance, repair or modification of the Facility, or (c) as required by Applicable Law. In no event shall any Confidential Information be disclosed, shared or otherwise provided to any Competitor of Contractor and PREPA agrees that recipients of Confidential Information pursuant to clause (a) or (b) will not be Competitor(s) of Contractor. Any recipients of Confidential Information pursuant to clause (a) or (b) above that are not officers, employees or directors of PREPA or any of its Affiliates must sign confidentiality agreements prior to receiving such information with similar limitations on use and disclosure of such information as contained in this Contract. Contractor may issue any press release or other publication relating to this Contract, the Work or the Facility and permitted or approved by PREPA under this Article 17.4 only if Contractor shall have obtained PREPA's prior written approval of such press release or publication. The obligations in this Article 17.4 shall survive the termination of this Contract for a period of ten (10) years with the exception of any Confidential Information which is also trade secret in which case such trade secrets shall remain confidential in perpetuity.

ARTICLE 18. TERMINATION

- 18.1 If PREPA is in continuous default of any payment obligation to Contractor pursuant to Article 8.5 "Contractor's Invoice" for a period of 45 days or more and Contractor has complied with the following notification requirements, Contractor shall have the right to suspend the Work.
- a) On or after the 30th day after PREPA fails to meet its payment obligations pursuant to Article 8.5, Contractor shall notify PREPA, in writing with the following information: (i) the specific amounts for which PREPA is obligated to pay; (ii) a copy of the invoices for which payment has not been received by

Contractor; (iii) the date upon which the payments were to be made according to the Contract; and, (iv) the date upon which Contractor will suspend the Work.

- b) On or after the 10th day after providing the notification in (a) above and provided PREPA has continuously failed to meet its payment obligation identified in (a) above, Contractor shall notify PREPA in writing confirming that PREPA's payment obligation is still outstanding and reconfirming the date upon which Contractor will suspend the Work.
- c) On or after the 43rd day after PREPA continuously fails to meet its payment obligation identified in (a) above, Contractor shall notify PREPA, in writing no less than two (2) business days in advance of the date upon which Contractor will suspend the Work.

In the event that PREPA continues to fail to meet its payment obligation prior to the suspension date identified in (c) above, Contractor shall have the right to suspend upon the date therein specified. Pursuant to Article 18.2, Contractor shall have the right to continuously suspend the Work until PREPA meets the payment obligation for which it was notified.

18.2 In the event that Contractor has complied with the requirements of Article 18.1 and PREPA continues to remain in default of the subject payment obligation for 30 days after Contractor's suspension of the Work and provided that Contractor has complied with the following notification requirements, Contractor shall have the right to terminate this Contract.

- a) On or after the 25th day after suspension of the Work pursuant to Article 18.1 and not less than 5 days prior to Contractor's termination of the Contract and provided PREPA has continuously failed to meet its payment obligation identified in Article 18.6 (a), Contractor shall notify PREPA in writing confirming that PREPA's payment obligation is still outstanding and shall confirm the date upon which Contractor will terminate the Contract.

In the event that PREPA continues to fail to meet its payment obligation identified in Article 18.2 (a) prior to Contractor's notified termination date, Contractor shall have the right to terminate the Contract on or after the 30th day after Contractor's suspension of the Work.

18.3 Contractor Suspension

18.3.1 If the Maximum Funding Limit is reached, regardless of whether or not Contractor provides the Maximum Funding Limit 90 Day Notice pursuant to Article 8.7, Contractor shall immediately stop all Work under the Contract.

18.3.2. If PREPA fails to increase the Maximum Funding Limit for a period of 45 days or more after the Maximum Funding Limit 90 Day Notice and upon Contractor providing the following notification requirements, Contractor shall have the right to suspend the Work.

- one*
- AL*
- AW*
- a) On or after the 30th day after PREPA fails to increase the Maximum Funding Limit after receipt of the Maximum Funding Limit 90 Day Notice pursuant to Article 8.7, Contractor shall notify PREPA, in writing with (i) updated Maximum Funding Limit 90 Day Notice supporting documentation showing the date that the invoicing forecast indicates that the invoiced amount associated with the normal progression of the Work will exceed the Maximum Funding Limit; and, (ii) the date upon which Contractor will suspend the Work.
- MM*
- b) On or after the 10th day after providing the notification in (a) above and provided PREPA has not increased the Maximum Funding Limit, Contractor shall notify PREPA in writing confirming the date upon which Contractor will suspend the Work.
- c) On or after the 43rd day after providing the notification in (a) above and provided PREPA has not increased the Maximum Funding Limit, Contractor shall notify PREPA, in writing no less than 2 business days in advance of the date upon which Contractor will suspend the Work.

In the event that PREPA fails to increase the Maximum Funding Limit prior to the suspension date identified in (c) above, Contractor shall have the right to suspend upon the date therein specified. Pursuant to Article 18.4, Contractor shall have the right to continuously suspend the Work until PREPA increases the Maximum Funding Limit.

18.4 In the event that Contractor has complied with the requirements of Article 18.3 and each of the following occurs, (i) PREPA fails to increase the Maximum Funding Limit for 30 days after Contractor's suspension of the Work; and (ii) PREPA does not agree in writing to pay or PREPA does not pay Contractor on a net fifteen (15) day basis, Contractor's reasonable and documented costs

incurred due to the Article 18.3 suspension as invoiced on a weekly basis, which if PREPA pays, shall require the Contractor to extend the suspension period for up to six months from the date of suspension; and (iii) on or after the 25th day after suspension of the Work pursuant to Article 18.3 and not less than 5 days prior to Contractor's termination of the Contract, Contractor shall notify PREPA in writing confirming the date upon which Contractor will terminate the Contract; then, Contractor shall have the right to terminate this Contract on the termination date confirmed in (iii) above.

18.5 The Parties suspension and/or termination rights and obligations with respect to WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be pursuant to this Article and the terms and conditions stated below.

one
18.5.1 Collective Work Order Suspension and Termination

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[Signature]
In the event that the Parties suspend or terminate any one of the following Work Orders, WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, or WO-4-EXTRAWORK-US, such suspension or termination shall apply equally to all five Work Orders.

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18.5.2 Payment Upon Termination

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In the event that WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US or WO-5-CRI-US are terminated for; (i) PREPA's continuous default of any payment obligation pursuant to Article 18.2; (ii) PREPA's failure to increase the Maximum Funding Limit pursuant to Article 8.7; or, (iii) PREPA's convenience or inability to operate the Covered Units due to regulatory constraints, then PREPA shall pay to Contractor within 60 days of the termination date, the Termination Amounts described in Exhibit 22.

In the event the Contractor incurs a material breach of this Contract and fails to cure the breach within the Cure Period, and PREPA terminates this Contract for Contractor's uncured material breach, Contractor shall owe PREPA the Termination Amounts as described in listed Exhibit 22.

18.6 Termination Upon Contractor Meeting or Exceeding Limitation of Liability

In the event Contractor's liability meets or exceeds the aggregate limitation of liability of Forty Million Dollars (\$40,000,000) during the Term of this Contract as described in Article 11.1 herein, PREPA may, at PREPA's option, (i) terminate

the Contract and PREPA shall pay the true-up contained in section E22.1 of Exhibit 22 to Contractor, or (ii) request Contractor enter into good faith negotiations to increase the aggregate limitation of liability, provided Contractor shall have no obligation to agree to any such increase.

ARTICLE 19. SURVIVAL

The following Sections of this Contract shall survive termination of the Contract: Force Majeure (Article 15), Ownership and Confidentiality of Information (Article 17), Limitation of Liability (Article 11), Governing Law (Article 22.1), Warranty of Parts and Services (Article 10), Termination (Article 18), and Dispute Resolution (Article 23).

ARTICLE 20. DIFFERING SITE CONDITIONS; HAZARDOUS MATERIALS

20.1 Differing Site Conditions

Subject to Contractor's obligations in connection with any hazardous waste, toxic substance, pollution or contamination under Article 21.3, "Environmental Liabilities", the Contractor shall within ten (10) working days of discovery of a condition (or shorter period of time if reasonably required to mitigate impacts to the Work) and before such conditions are disturbed (or further disturbed after discovery), notify PREPA in writing of:

- a) Subsurface or latent physical conditions at the Work site differing materially from those indicated in the Work Order Authorization (if any); or
- b) Unknown physical conditions at the Work site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the subject Work Order Authorization.

PREPA shall promptly investigate the conditions. If any such condition increases Contractor's cost of performance or delays the Work, or otherwise adversely affects Contractor's rights and/or obligations under the Contract, then Contractor shall be entitled to an equitable adjustment in accordance with Article 14. If PREPA and Contractor are unable to agree as to the extent, if any, of an adjustment in the Work in connection with a differing site condition, Article 23 applies.

20.2 Hazardous Materials

If, at the Site, Contractor encounters toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations promulgated by the country in which the Site is located) (collectively, the "Hazardous Materials") which require special handling and/or disposal, PREPA shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Contract may safely proceed. If any such Hazardous Materials cause an increase in Contractor's cost of, or the time required for, performance of any part of the work, an equitable adjustment shall be made in the Contract prices and schedule. PREPA agrees to properly dispose of all Hazardous Materials produced or generated in the course of Contractor's work at the Site. PREPA shall indemnify Contractor for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to the presence of any Hazardous Materials which are (i) present on the Site prior to the commencement of Contractor's work or (ii) improperly handled or disposed of by PREPA (including Hazardous Materials brought onto the Site or produced thereon by Contractor) or (iii) brought on to the Site or produced thereon by parties other than Contractor.

ARTICLE 21. HEALTH, SAFETY, AND ENVIRONMENTAL MATTERS

21.1 Air and Fuel Contamination

The Parties recognize that contaminants in the fuel and air used by the gas turbines can create material damage which may corrode and otherwise reduce or eliminate the useful life of gas turbine components. It is further recognized that proper maintenance of the air inlet filtering system and proper testing and monitoring of the fuel constitute the best deterrents in assuring that the gas turbines are not damaged by fuel and air contamination.

21.1.1 Fuel Contamination

PREPA shall closely monitor the following fuel contaminants that are known to have detrimental effects on gas turbine components when found in concentrations above those levels specified in Contract Exhibit 11.

Sodium plus Potassium
Vanadium
Lead

Sulfur
Chloride

PREPA shall test and monitor the gas turbine fuel on a regular basis. All fuel records and test reports shall be made readily available by PREPA for review by the Contractor.

In the event that the fuel records and test reports indicate the level of the above contaminants in the fuel may be above the specified acceptable levels, Contractor may request in writing that PREPA perform additional fuel tests necessary to confirm the contaminant levels and PREPA will comply.

If PREPA or Contractor identifies fuel contaminants in concentrations above the specified levels, the Parties shall work in a cooperative effort, and Contractor shall identify reasonable measures necessary to reduce the fuel contaminants to levels equal to or below the specified levels. PREPA shall employ all reasonable measures to reduce or eliminate the contaminants in the fuel based on Contractor's recommendations.

In the event that PREPA does not, (i) cooperate with the Contractor by making fuel reports readily available for review; or, (ii) take reasonable steps to accurately test the fuel or comply with Contractor's reasonable requests to provide additional fuel test reports; or, (iii) take reasonable measures to reduce fuel contaminants to levels equal to or below the specified levels; or, (iv) comply with Contractor's reasonable recommendations concerning measures to reduce fuel contaminants to levels equal to or below the specified levels; or (v) damage occurs to the gas turbine when contaminants above the specified acceptable levels are present, then repair of damage or replacement of parts reasonably proven to be the result of the above listed fuel contaminants shall be PREPA's responsibility.

21.1.2 Air Contamination

The Parties recognize that airborne contamination in concentrations above those levels specified in Contract Exhibit 11 can have detrimental effects on the gas turbine components and can be adequately eliminated through the proper maintenance of the gas turbine intake air filters.

PREPA shall closely monitor the air intake filtering system to verify that it is in good repair and functioning properly. If PREPA or Contractor identifies problems with the air filtering system that could allow airborne contaminants to

enter the gas turbine, the identifying Party shall immediately inform the other Party after which the Parties shall work in a cooperative effort to identify the measures necessary to repair the air filtering system. PREPA shall employ all reasonable measures to repair the air filtering system in a timely manner.

In the event that (i) PREPA artificially introduces airborne gases or liquids that damages the gas turbines; or (ii) PREPA does not take reasonable steps to make sure that the air inlet filter system is functioning properly or does not comply with Contractor's reasonable recommendations concerning measures to repair the air inlet filters, or (iii) damage occurs to the gas turbine when contaminants above the specified acceptable levels are present, then repair of damage or replacement of parts reasonably proven to be the result of airborne contaminants shall be the responsibility of PREPA.

21.2. Safety Provisions

21.2.1 Required Documents

If applicable to the Work under an Expenditure Authorization, or if requested by PREPA, the Contractor shall provide the following documents to PREPA before commencement of Work at the Site:

- A. Copies of all training certificates, licenses or certifications required, according to the scope of Work. For example: a pesticide applicator, electrician, spill responder, refrigeration technician, DOT training for hazardous substances, etc.
- B. Copies of the Material Safety Data Sheets (MSDS) of all chemical products to be used according to the scope of Work, for evaluation and approval by the Occupational Safety and Health Office at PREPA (Hazard Communication Section).
- C. Certification of compliance with medical surveillance requirements, according to scope of Work. For example: respiratory protection, asbestos, lead, etc.
- D. Certification of compliance with Fit Test requirements.
- E. The Contractor shall comply with the following minimum requirements of a health and safety program:

1. The plan shall have its own loss control program.
 2. It shall include an accident or incident investigation procedure.
 3. It will describe procedures for compliance with requirements of all applicable regulations included in the 29 CFR. The Program's latest revision date shall not be greater than one (1) year from the project's commencement date.
 4. The Program must have been approved by the auditing committee from PREPA, as a requirement to be included in the Evaluated Suppliers Registry (ESR).
- F. When applicable to the Work as judged by PREPA, the Contractor shall submit, for evaluation by the Occupational Safety Office, a copy of a site specific Work plan, which shall include the procedures to be followed during the project to achieve compliance with the applicable standards and regulations. These standards and regulations include, but are not limited to:
1. Occupational Exposure to Lead (29 CFR 1926.62)
 2. Scaffolds (29 CFR 1926 Subpart L)
 3. Confined Spaces (29 CFR 1910.146)
 4. Occupational Exposure to Noise (29 CFR 1910.95)
 5. Hazardous Materials (29 CFR 1910 Subpart H)
 6. Personal Protective Equipment (29 CFR Subpart I)
 7. Hazard Communication (29 CFR 1910.1200)
 8. Fire Protection (29 CFR 1910 Subpart L)
 9. Respiratory Protection (29 CFR 1910.134)
 10. Fall Protection (29 CFR 1926 Subpart M)
 11. Electrical (29 CFR 1926 Subpart K)
 12. Welding (29 CFR 1926 Subpart J)
 13. Excavations (29 CFR 1926 Subpart P)
 14. Démolitions (29 CFR 1926 Subpart T)
 15. Electric Industry (29 CFR 1910.269)
 16. Lockout/Tagout (29 CFR 1910.147)
 17. Asbestos (29 CFR 1910.1001)
 18. Any other regulation or guideline applicable to the scope of Work.
- G. The Site specific Work plan shall include contingency procedures that include how to proceed in an emergency situation, during an accident, in case of an atmospheric disturbance, in case of fire, among others.

21.2.2 Special Safety Conditions, as needed:

- A. If Work involving the application of chemical products within closed spaces, like buildings, will be performed between Monday and Saturday during PREPA's working hours, the Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before PREPA personnel are to reoccupy. All these will be done in coordination with the local supervisor of PREPA. Work in exterior locations of PREPA can be done during regular working hours.
- B. With respect to all wastes brought onto, or generated on the Site by Contractor or its Subcontractors, Contractor shall comply with Article 22.9.
- C. Before commencement of the Work, the Contractor shall take part in a coordination meeting with a Safety Officer, an Environmental Officer and the Plant Manager on PREPA's behalf. During this meeting, the site specific work plan will be discussed and reviewed, including the safety rules and the environmental protection procedures to be followed. Also, a tour of the areas to be worked on will take place.
- D. All chemical products to be used shall be classified as "Approved" or "Conditionally Approved" by PREPA's Hazard Communication Section before entering the Work area or PREPA's premises.
- E. Welding operations will comply with the requirements of OSHA, ANSI, and NFPA.
- F. If the Work involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas.
- G. The Contractor shall comply with all Applicable Law and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying PREPA and users of adjacent utilities.

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- H. The duties of Contractor's Site Manager or designee shall include the prevention of accidents, and the development and coordination a safety program with PREPA's Safety Officer.
 - I. Compliance with all safety provisions by Subcontractors shall be the responsibility of the Contractor.
 - J. The Contractor agrees that it shall perform all Work in compliance with federal, state, and local occupational safety and health regulations, including, but not limited to hazard communication, and right-to-know laws. In addition, the Contractor agrees to observe the compliance of all precautions stated upon the applicable materials safety data sheets and container labels of all chemicals used in the contracted Work.
 - K. Contractor shall not bring any hazardous waste or toxic substances on the Site. To the extent required by the Work, the Contractor will obtain and maintain in accordance with Applicable Law, during the duration of the Contract, the proper permits from all federal, state and local regulatory authorities or other applicable government agencies with respect to discharge, disposal, use, storage, handling and transportation of any pollution or contamination brought to or generated on the Site by Contractor or its Subcontractors in connection with the Work. Pollution or contamination brought to or generated on the Site by Contractor or its Subcontractors in connection with the Work shall be properly handled and placed in PREPA provided waste containers.
 - L. The Contractor will have safety procedures acceptable to PREPA relating to the handling of any hazardous waste, toxic substance, pollution or contamination brought to or generated on the Site by Contractor or its Subcontractor in connection with the Work and shall follow such procedures in the performance of the Work.

21.3 Environmental Liabilities

The Contractor agrees to indemnify PREPA for all direct loss and liability to the proportionate extent such loss or liability arises from Contractor's or its Subcontractor's negligence or willful misconduct in connection with the handling of any hazardous waste, toxic substance, pollution or contamination brought to or generated on the Site by Contractor in connection with the performance or nonperformance of its obligations under the Contract.

When applicable and before starting the Work, the Contractor shall submit the work plan to PREPA's Environmental Protection Division for evaluation.

The Contractor shall inform and coordinate with PREPA's Supervisor of the Environmental Section in connection with any work to be done by Contractor to avoid any environmental violation in connection with the Work.

If Contractor encounters in the performance of the Work at the Site any hazardous or regulated waste, toxic substance, pollution or contamination, Contractor shall notify PREPA immediately. In no event shall Contractor be required to, nor shall Contractor handle or remove or otherwise disturb any hazardous or regulated waste, toxic substance, pollution or contamination, except upon the express prior written agreement of PREPA and Contractor.

PREPA shall make available at the Site, containers for the disposal of any pollution or contamination brought to or generated on the Site by Contractor in connection with the Work. In accordance with all Applicable Laws, Contractor shall properly handle and place pollution or contamination brought to or generated on the Site by Contractor in the aforementioned containers. PREPA shall at all times comply with all Applicable Laws in disposing of such pollution or contamination.

The Contractor shall dispose of all garbage (whether hazardous or not) generated by these works, according to the Environmental regulations in applicable garbage containers provided by PREPA. PREPA shall at all times comply with all Applicable Laws in disposing of such garbage.

PREPA shall audit the sampling and the disposal of waste material brought onto, or generated on the Site by Contractor or its Subcontractors. PREPA shall disposal of non-hazardous regulated and hazardous waste material in a PREPA approved landfill.

All chemical analysis shall be performed by PREPA at an approved laboratory.

If applicable to Contractor's performance of the Work, the Contractor shall submit evidence of compliance with 49 CFR 172 Sub. Part H (DOT).

To the extent applicable to the Work, PREPA shall inform Contractor concerning the requirements of the Consent Decree between PREPA and the Environmental Protection Agency during the pre-job training provided by PREPA after which Contractor shall comply with all the arrangements established in the Consent

Decree between PREPA and the Environmental Protection Agency. Contractor shall be entitled to a change order for any costs incurred by Contractor for complying with such Consent Decree

Any chemical product to be used shall be classified "Approved" or "Conditionally Approved" by PREPA's Hazard Communication Section before entering the work area of PREPA's premises.

Any chemical product should not reach any internal waste stream or outfall of the Plant in order to comply with the NPDES Permit.

All work shall be performed according to the Best Management Practices Plan (BMPP), which is part of the Special Conditions of the NPDES Permit.

Contractor must, in the performance of Work under an Expenditure Authorization, adhere to PREPA's policies regarding maintenance practices, operations practices, good housekeeping, training, materials compatibility, condition of equipment, and materials handling. PREPA will make such policies available to Contractor as required for Contractor's performance of Work under these requirements. Any change to such policies after the "Effective Date" of this Contract shall entitle Contractor to an equitable adjustment in schedule and Contractor's reasonable direct cost. Contractor shall confirm that its employees are properly trained in environmental and safety principles and pertinent plant policies. Specific controls on Contractor activities include:

- Best Management Practices ("BMP") training and Contractor orientation provided by PREPA, regarding NPDES permit including plant discharges and parameters. The Parties acknowledge that PREPA has supplied a copy of the BMP to Contractor.
- Documentation of materials brought on the Site by the Contractor in accordance with Article 21.2.1(B). Also, Contractor shall remove all unused non-hazardous material from the Site in accordance with Article 21.2.2(B).

Contractor's equipment shall be in good working order. Equipment with broken or defective parts that can cause oil or other type of leaks will not be allowed on the Site.

All Contractor personnel performing Work on the Site shall attend the PREPA's In-House Release Prevention Program Training Seminar. This seminar will be provided by the Environmental Control Supervisor of San Juan Steam Plant.

21.4 Cleaning Up

The Contractor shall, from time to time, as directed by PREPA, place in PREPA provided containers all rubbish, and waste materials resulting from its operations.

Upon completion of the Work, the Contractor shall remove from the vicinity of the Work by placing in PREPA provided containers, all remaining rubbish, unused materials, and other like material, brought onto, or generated on Site by Contractor or its Subcontractors in the performance of the Work belonging to Contractor or used under Contractor's direction during the installation of the equipment. In the event of Contractor's failure to do so after due notice and after opportunity to remove same, the said materials may be removed by PREPA at the Contractor's expense if in connection with Firm Price Work. If PREPA is required to remove any waste for which Contractor is responsible in connection with Time and Material Work, Contractor shall reimburse PREPA on demand therefore the difference between what it cost PREPA to remove such waste and what PREPA would have paid Contractor to remove such waste.

ARTICLE 22. GOVERNING LAW AND GENERAL COMPLIANCE

22.1 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the Parties expressly agree that only the courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Contract.

22.2 General Compliance

22.2.1 The Contractor and Subcontractors if any, and PREPA shall each observe and comply with any and all Federal, Commonwealth of Puerto Rico and municipal laws, by-laws, ordinances, permits and regulations in any manner affecting the Work and those employed on the Work or the conduct of the Work, and with all such orders and decrees as exist at the time this Contract was executed or may be enacted prior to the completion of the Work by bodies or courts having any jurisdiction or authority over the assigned Work (any such federal, commonwealth, municipal law (including case-law as provided in the Article 22.2.8), by-law, ordinance, permit, regulation, order or decree referred to herein as, "Applicable Law").

PREPA is an employer with equal opportunity employment, which does not discriminate by race reason, color, religion, political ideas, sex, nationality, age or mental or physical condition.

22.2.2 If after the Effective Date of this Contract a change in any Applicable Law (including the interpretation or application thereof by an applicable governmental authority) increases Contractor's cost of performance or delays the Work performed under the Expenditure Authorization, or otherwise adversely and directly affects Contractor's rights and/or obligations under the Contract, then Contractor shall be entitled to an equitable adjustment to adjust Contractor's compensation to account for any increased directly related costs of performance, to extend Contractor's time for performance of the Work, and/or to otherwise equitably adjust the Contract terms and conditions as necessary to overcome the adverse effect(s) of any such change on Contractor's rights and/or obligations under the Contract as agreed by the Parties. As soon as reasonably practicable, Contractor will advise PREPA of the final cost, schedule or other impacts of any such change. If PREPA agrees with Contractor's statement as to such final impact, the Parties shall proceed promptly to enter into an Approved Expenditure Authorization Revision in connection therewith. If PREPA disagrees with Contractor's statement as to the final impact of any such change, PREPA shall promptly advise Contractor in writing of the basis for its disagreement. PREPA and Contractor shall thereafter work together promptly and in good faith in accordance with Article 23 to resolve any dispute with respect to any issues relating to the final impact of any such change and, when applicable to enter into an Approved Expenditure Authorization Revision to adjust Contractor's compensation to account for any increased directly related costs of performance, to extend Contractor's time for performance of the Work, and/or to otherwise equitably adjust the Contract terms and conditions as necessary to overcome the direct adverse effect(s) of any such change on Contractor's rights and/or obligations under the Contract. The Contractor shall notify PREPA in writing of any such impact resulting from a change in Applicable Law in accordance with the Article 14, Changes.

22.2.3 Minimum Wage

Laborers and other employees engaged under this Contract shall be paid not less than the minimum wage rates prescribed by law. PREPA may withhold from any monies due the Contractor any sum necessary to make up the full amount of wages due under this Contract and may distribute it directly to those entitled thereto hereunder.

22.2.4 Permits, Licenses and Controls for Construction

The Contractor shall obtain and maintain all the licenses, permits, and authorizations required in its name to perform Work under an Expenditure Authorization, and shall send all notices, pay all fees, and related costs in connection therewith. Should the Contractor find any discrepancy between PREPA's drawings and specifications and Applicable Law, the Contractor shall notify PREPA as soon as reasonably possible after discovery of the discrepancy and shall not continue with the Work until PREPA issues a written order informing the Contractor what changes are necessary and when to proceed with the Work as changed. Any such changes to the Work shall be treated as a change by PREPA under the Article 14 Changes.

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22.2.5 Responsibility for Other Public and Private Properties

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The Contractor shall be responsible in connection with the performance of the Work to use reasonable precautions to prevent damage to all public and private property, monuments, telephone and other public utilities along and adjacent to the location of the Work. Contractor shall use every reasonable precaution to prevent damage to pipes, conduits and underground structures and shall cooperate with the owners of utility companies in the removal or relocations of their facilities in such a way that their operation is not interrupted. The time and labor for the relocation of these facilities shall be reduced to a minimum so that the services rendered by them will not be unnecessarily interrupted. Contractor shall promptly repair any services that it may affect. The Contractor shall carefully protect all property limit monuments. Contractor shall notify the responsible person or agency, if these must be moved or changed in any way, and shall not affect them until an authorized agent has referenced them and authorized their removal.

22.2.6 Unfair Labor Practice

Any declaration by the Puerto Rico Labor Relations Board (JRT) and/or by the National Labor Relation Board (NLRB) stating that the Contractor, its Subcontractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final, and conclusive unless such order is reversed or set aside by a Court of competent jurisdiction. Contractor agrees to comply and agrees to use whatever means necessary to bring its Subcontractors and agents into compliance with any such declaration by the JRT or NLRB. In the event that the Contractor or any of its Subcontractors or agents do not comply with an order issued by the JRT and/or

the NLRB, imposing a monetary obligation, including but not limited to fines, penalties or wages, upon their finding that the Contractor or any of its Subcontractors or agents have committed an unfair labor practice in relation to the Work, PREPA shall deduct and retain from any payment to be made to Contractor, that amount equivalent to the monetary obligation imposed by the NLRB or JRT. Such amount will be retained until the Contractor provides to PREPA evidence demonstrating it has complied with said order and with the monetary obligation.

22.2.7 Officials Not to Benefit

No officer, employee or agent of PREPA, or of the Government of the Commonwealth of Puerto Rico or Municipal Governments, shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

In addition to the restrictions and limitations established under the provisions of Act of July 24, 1985, No. 12, as amended, retired or former officers or employees of PREPA, whose work was in any way related to the award or management of contracts, shall in no way benefit from any contract with PREPA for a period of two (2) years after leaving employment with or ceasing services to PREPA.

22.2.8 Civil Responsibility

The appearing parties agree that their responsibilities for damages under this Contract will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.

ARTICLE 23. DISPUTE RESOLUTION

Contractor's Program Manager and his counterpart as designated by PREPA will endeavor in good faith to resolve any dispute that arises between PREPA and Contractor regarding the application or interpretation of any provision of this Contract. In furtherance of avoiding disputes, a Contractor executive and PREPA counterparts, if requested by either Party, shall meet the first quarter of each year to resolve any disputed invoices and to generally discuss issues relevant to this Contract. At any time, if Contractor's Program Manager and his counterpart as designated by PREPA or the Contractor executives and PREPA counterparts are unable to reach an equitable resolution to the dispute, the aggrieved Party shall give notice of protest in writing to the other Party invoking the provisions of this Article 23. In the meantime, the Contractor shall diligently proceed with the Work or continue with the Work in accordance with the

Contract as directed by PREPA. The notice of protest must be accompanied by a detailed statement clearly identifying the contractual basis upon which the protest is being filed along with pertinent supporting documentation. Upon the receiving Party's receipt of the aggrieved Party's written notice of protest invoking the provisions of this Article 23, the following process shall take place.

- 1) Within ten (10) business days after receipt of a Party's written notice of protest which includes a detailed statement and supporting documentation of the claim, the receiving Party shall answer the protest, in writing, with a detailed statement clearly identifying the basis upon which the receiving Party refutes the aggrieved Party's claims.
- 2) Within twenty business (20) business days of receipt of a Party's written notice of protest, both Contractor and PREPA shall identify authorized representatives within their organizations that have the requisite authority to settle the dispute and bind their respective organizations through their signature and acceptance of the terms and conditions of a settlement agreement ("Authorized Representatives"). Within the same twenty (20) business day period, identification and contact information for each organization's Authorized Representative shall be communicated through official notification between the Parties. The Authorized Representative identified by each Party shall not be the same representative previously engaged by either the Contractor or PREPA to lead negotiations to settle the dispute prior to the aggrieved Party's filing of the notice of protest.
- 3) Within twenty five (25) business days of receipt of the Party's written notice of protest, the Authorized Representatives shall have opened communications and set a date upon which the Authorized Representatives shall meet at a mutually acceptable location within San Juan, Puerto Rico in order to pursue dispute resolution.
- 4) Within thirty five (35) business days of receipt of a Party's written notice of protest, the Authorized Representatives shall meet and attempt to resolve the dispute. The dispute resolution process shall proceed in whatever manner is mutually acceptable to the Authorized Representatives. The signature of the Authorized Representatives on any settlement agreement shall bind the Contractor and PREPA respectively to the terms and conditions of the settlement agreement.
- 5) In the event that the Authorized Representatives do not reach agreement and sixty (60) business days have elapsed after receipt of a Party's written notice of protest, either Party may pursue its remedy at law or equity. In the meantime, the

Contractor shall diligently proceed with the Work in accordance with the Contract as directed by PREPA.

ARTICLE 24. NOTIFICATION

All LTSA Contract related notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, first class registered mail, postage prepaid, or transmitted via facsimile, as follows:

To PREPA: LTSA Contracting Officer:

Executive Director
Puerto Rico Electric Power Authority
NEOS Building, 8th Floor, Office 801
1110 Ponce de Leon Avenue San Juan, PR 00926
Facsimile No.: (787) 521-4665
Telephone: (787) 521-4666

Copy to: PREPA LTSA Program Manager:

Puerto Rico Electric Power Authority
NEOM Building, 5th Floor, Office 505
Road 8838, KM 15.1 Monacillos Ward
San Juan, PR 00926
Facsimile No.: (787) 521-5160
Telephone: (787) 521-5185

Copy to: Plant Manager of San Juan Steam Plant:

Plant Manager,
Puerto Rico Electric Power Authority
San Juan Power Plant
Road 28 Mercado Central Corner
San Juan PR 00920

Facsimile No.: (787) 521-7409
Telephone: (787) 521-7407

To Contractor: *President*

President,
MHPS Puerto Rico, LLC
400 Colonial Center Parkway, Lake Mary, Florida 32746
Facsimile No.: (407) 688-6995
Telephone: (407) 688-6801

Copy to: LTSA Regional Manager Latin America

LTSA Regional Manager Latin America,
Mitsubishi Hitachi Power Systems Americas, Inc.
Orlando Service Center
2287 Premier Row
Orlando, Florida 32809
Facsimile No.: (407) 688-6995
Telephone: (407) 688-6883

Copy to: General Counsel

General Counsel,
Mitsubishi Hitachi Power Systems Americas, Inc.
400 Colonial Center Parkway
Lake Mary, Florida 32746
Facsimile No.: (407) 688-6482
Telephone: (407) 688-6256

ARTICLE 25. MISCELLANEOUS

25.1 Conversion to Dual Fuel Operation (Natural Gas and Oil)

In the event that PREPA chooses to convert the Covered Units to dual fuel or natural gas operation at any time prior to the LTSA End Date, Contractor shall support PREPA's requirements subject to mutual agreement concerning scope of work, price and other reasonable terms to accommodate fuel changeover for the Covered Units. Prior to commissioning the Covered Unit on the new fuel type, the Parties shall cooperate in good faith to modify this Contract in reasonable conformance with Contractor's LTSAs for like units burning similar fuels.

25.2 Certifications and Documents Required by Law

Within ten (10) days of the Effective Date of this Contract, the Contractor will submit the following documents or certifications:

- A. Certification issued by the Treasury Department of Puerto Rico which indicates that Contractor does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.
- B. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor has filed his Income Tax Return for the last five (5) tax years. In addition, Consultant shall submit a Certification of Debt issues by the Area of Internal Revenues.
- C. A copy of Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico.
- D. Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Contractor does not owe any tax to such governmental agency.
- E. Certification, issued by the Child Support Administration, assuring that Contractor is in compliance with the withholdings required by law as an employer.
- F. Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico his employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for drivers/chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms.
- G. Good Standing Certificate and Certificate of Authorization to do business in Puerto Rico, both issued by the Department of State of Puerto Rico.
- H. A sworn statement to the effect that, as of the effective date, neither the Contractor nor any of its partners or owners, directors, officials, employees, parent company, subsidiaries or any entity that constitutes the alter ego of the Contractor have been convicted of, or have they pled guilty, in Puerto Rico, in the federal jurisdiction, in any state or territory of the United States of America

or in any country, to any crime or its equivalent, as enumerated in Article 3 of Public Law 458- 2000 of the Commonwealth of Puerto Rico, as amended. The Contractor acknowledges that its conviction or guilty plea for any of the crimes as enumerated in Article 3 of such Act shall entail, in addition to any other applicable penalty, the automatic rescission of this Contract. In addition, but only to the extent required by Public Law 458-2000, PREPA shall have the right to demand the reimbursement of payments made pursuant to this Agreement that directly result from the committed crime

It shall be the Contractor responsibility, also to require all subcontracted third parties, other than those providing incidental services such as messengers and photocopy services, to comply with all the previous Certifications and sworn statement, and to notify PREPA of such compliance within ten working days of subcontracting such third party.

If any of the previous required Certifications shows a debt and Contractor request a review or adjustment of such debt, Contractor shall so certify at the time of the execution of the Agreement. If such petition for review or adjustment is subsequently denied by a final and non-appealable judgment, Contractor shall immediately provide PREPA with evidence of the payment of such debt. Failure by Contractor to provide such evidence within thirty (30) days after denial of the petition for review or adjustment shall entitle PREPA to withhold and satisfy Contractor's outstanding tax obligation with sums to which Contractor might otherwise be entitled under this Agreement.

25.3. Severability

If one or more provisions contained in this Contract is held or found to be invalid, illegal or unenforceable in any respect, those provision(s) shall nevertheless be given effect to the extent permitted by law to effect as closely as possible the intent of the Parties expressed in this Contract and the invalidity, illegality or unenforceability of any provision shall not affect the validity of the remaining provisions of this Contract.

25.4 Waivers

No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. Except for those remedies identified in the Contract as being sole and exclusive, all remedies afforded to PREPA and Contractor in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

25.5 Assignment

Any assignment or attempted assignment of any rights or duties under this Contract, by either Party, shall be only with the prior written consent of the other Party. Provided that Contractor may assign or subcontract portions of the work to any Affiliate of Contractor capable of performing Contractor's obligation without PREPA's consent if: (i) Contractor provides written notice to PREPA thirty (30) days prior to such assignment; (ii) Contractor remains liable to PREPA for all of Contractor's obligations and (iii) Contractor's provided parent company guaranty remains in effect

25.6 Termination of MSA

The Parties hereby expressly agree that the MSA and its associated amendments shall terminate upon the Effective Date of this Contract and all obligations and liabilities of the Contractor under the MSA shall terminate notwithstanding any survival clause to the contrary contained in the MSA. For the avoidance of doubt, PREPA shall pay Contractor all remaining amounts that are due to Contractor under the MSA and its associated amendments.

25.7 Complete Agreement

This Contract contains the entire and only agreement between the Parties respecting the subject matter hereof and supersedes all prior and contemporaneous contracts, understandings, offers and statements. No oral or written statement, representation, warranty, course of dealing or trade usage not specifically contained or referenced in this Contract will be binding on Contractor.

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract effective this 24 day of March of the year 2016 (the "Effective Date"), in San Juan, Puerto Rico.

**Puerto Rico Electric Power Authority
(PREPA)**

BY: 
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**MHPS Puerto Rico, LLC
(Contractor)**

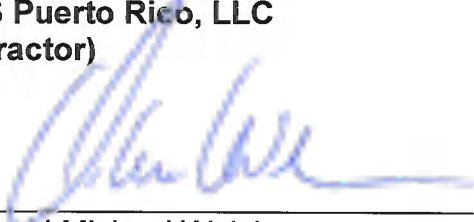
BY: 
David Michael Walsh
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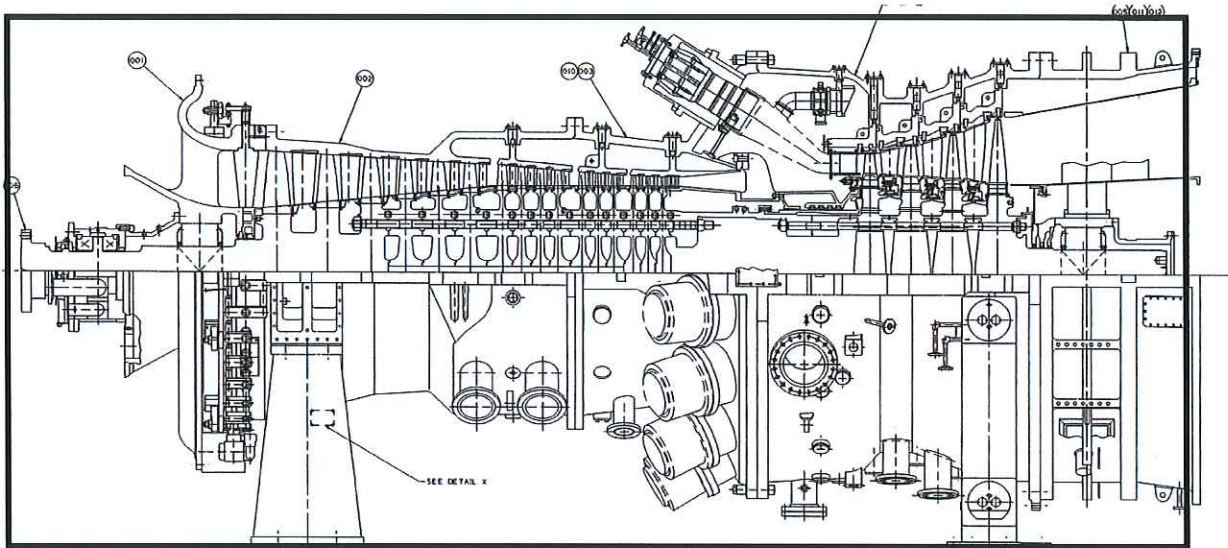
EXHIBIT 1

DESCRIPTION OF COVERED UNITS AND COVERED PARTS

E1.1 Covered Units

The "Covered Units" are the two (2) W501FC gas turbines located at the Facility.

The Covered Units shall include the equipment and portions thereof as follows:

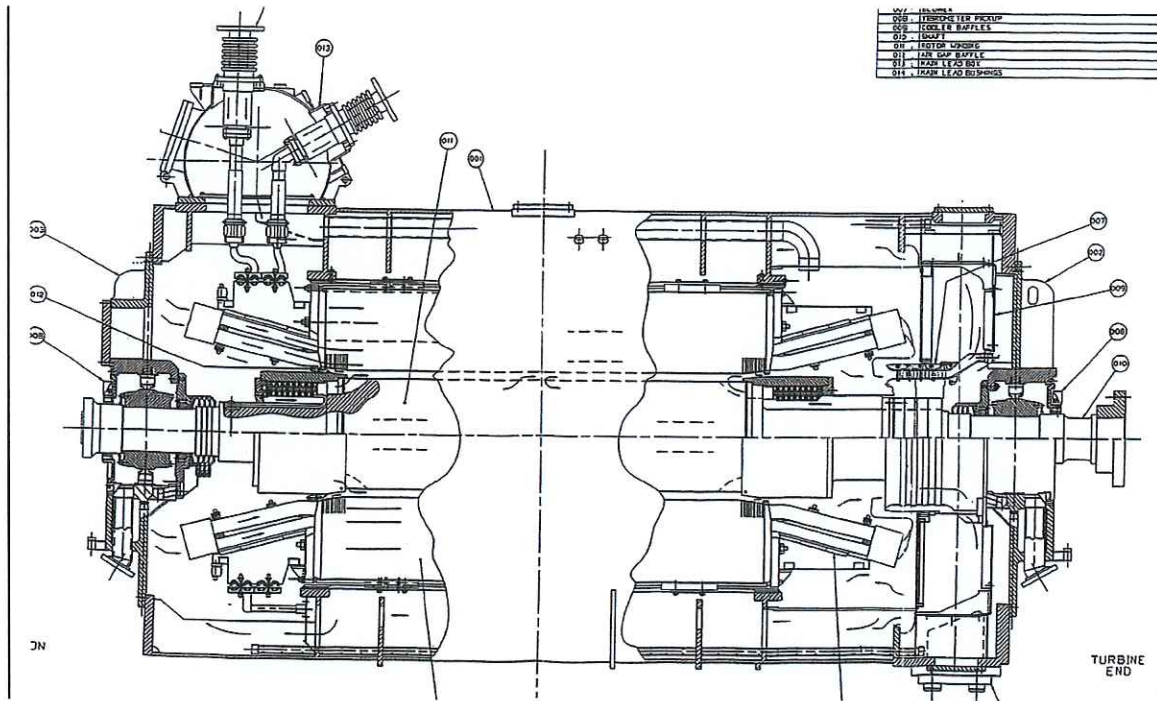


The boundaries for the Covered Units are the inlet cylinder vertical flange to the exhaust cylinder vertical flange, and the first flanged connections on the gas turbine cylinders.

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E1.2 Generator Units

The "Generator Units" are the two (2) Hydrogen-cooled Modular Generators associated to the Covered Units.



The boundaries for the Generator Units are the first flanges on the generator frame, end bells and the generator flex lead connection points.

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E1.3 Covered Parts

Section	Description	Repair Interval, EFH	Replace Interval, EFH
Compressor	Compressor Blades R1-16	Note 1	Note 1
	Compressor Diaphragms R1-16	Note 1	Note 1
Combustion	Fuel Nozzles DF-42	12,000	48,000
	Baskets	12,000	36,000
	Transition Pieces	12,000	48,000
	Transition Seals	12,000	48,000
Turbine	Turbine Blades R1-2	24,000	48,000
	Turbine Blades R3	48,000	48,000
	Turbine Blades R4	48,000	96,000
	Turbine Vanes R1-2	24,000	48,000
	Turbine Vanes R3	24,000	80,000
	Turbine Vanes R4	48,000	96,000
	Ring Segments R1-2	24,000	48,000
	Ring Segments R3	24,000	72,000
Ring Segments R4	24,000	96,000	

Notes:

- 1) Original compressor blades and diaphragms shall be replaced by new MHPS components during the CRI to be performed in parallel with first MI under this Contract, as indicated in Exhibit 12. Apart from that, repair and replacement intervals shall be determined based on part condition upon inspection.
- 2) Repair and replacement intervals may be changed from time to time by Contractor's GT Engineering based on fleet experience, and new developments in parts repair techniques and materials.
- 3) It is clarified that Turbine R1 and R2 components will be replaced with F4 technology upon completion of expected replacement interval of the ones in initial program parts rotation, as received from Previous LTSA.

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EXHIBIT 2

PLANNED MAINTENANCE SCHEDULE AND WORKSCOPES

E2.1 Planned Maintenance Schedule

	Planned Maintenance Inspection Number									
	1	2	3	4	5	6	7	8	9	10
Unit 5										
EFH since First Fire	8k	20k	32k	44k	56k	68k	80k	92k	104k	--
Gas Turbine	TI	CI	TI	CI	MI	CI	TI	CI	MI	
GT Generator					MI				MI	
GT Rotor			Pre-CRI		CRI					
Unit 6										
EFH since First Fire	8k	16k	28k	40k	52k	64k	76k	88k	100k	112k
Gas Turbine	CI	TI	CI	TI	CI	MI	CI	TI	CI	MI
GT Generator						MI				MI
GT Rotor				Pre-CRI		CRI				

Where:

- CI = Combustor Inspection
- TI = Turbine Inspection
- Pre-CRI = Comprehensive Rotor Inspection Pre-Assessment
- MI = Major Inspection
- CRI = Comprehensive Rotor Inspection

The "EFH since First Fire" in the Planned Maintenance Schedule above are presented for reference purposes. Actual intervals between two consecutive Planned Maintenance Inspection of each Covered Unit will be

	First to occur of
Before first TI	8,000 EFH / 300 ES
After first TI	12,000 EFH / 450 ES

For maintenance planning and LTSA Invoice purposes, the accumulation of EFH (Equivalent Fired Hours) indicated above shall be deemed to be equivalent to the accumulation of the respective ES (Effective Starts) from previous Planned Maintenance Inspection and vice versa, whichever occurs first. Article 8.5.3.3 shall apply to any EFH in excess of the intervals above.

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E2.2 Planned Maintenance Inspection Workscopes

COMBUSTOR INSPECTION

The following program parts are required for replacement:

- Fuel Nozzle Assemblies
- Combustor Baskets
- Transition Pieces
- Transition Seals

Inlet Section

Disassembly

Remove access door to inlet.

Inspection

Visually inspect inlet section for oil leaks and damage.

Visually inspect inlet guide vanes and row 1 compressor blades.

Measure and record row 1 compressor blade tip clearances.

Assembly

Install access door to inlet.

Combustor Section

Disassembly

Remove the following components:

- A. Fuel nozzles and associated piping/tubing.
- B. Combustor baskets and cross flame tubes.
- C. Transition pieces.

Inspection

Visually inspect combustor components for damage.

Visually inspect the rotor cooling air pipes (in place).

Visually inspect the compressor outlet guide vanes (in place).

Perform visual inspection of the row 1 turbine vane segments and row 1 turbine blades (in place).

Assembly

Install and align replacement Transition pieces.

Measure and record combustion liner outlet mouth clearances.

Install replacement Combustor baskets and cross flame tubes.

Install replacement fuel nozzles.

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Install fuel nozzle piping and tubing.

Exhaust Section

Disassembly

Remove access door to exhaust.

Inspection

Visually inspect exhaust manifold interior and strut shields for damage.

Visually inspect the row 4 turbine blades.

Measure and record the row 4 turbine blade tip clearances.

Assembly

Install access door to exhaust.

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TURBINE INSPECTION

Combustor parts and turbine rows 1 and 2 blades, vanes, and ring segments will be replaced by new or refurbished components on every outage, turbine row 3 and 4 components will be replaced based on the then current repair / life intervals as periodically updated by Contractor's GT Engineering department bulletins or technical documents:

- Fuel nozzles
- Combustor baskets
- Transition pieces
- Rows 1, 2, 3 and 4 turbine vane segments
- Rows 1, 2, 3 and 4 turbine blades
- Rows 1, 2, 3 and 4 turbine ring segments

Unit Enclosure

Disassemble and assemble the enclosure as required to perform gas turbine inspection.

Inlet Section

Disassembly

Remove access door to inlet.

Inspection

Visually inspect inlet section for oil leaks and damage.

Visually inspect inlet guide vanes and row 1 compressor blades.

Measure and record row 1 compressor blade tip clearances.

Assembly

Install access door to inlet.

Combustor Section

Disassembly

Remove the following components:

- Fuel nozzles and associated piping/tubing.
- Combustor baskets and cross flame tubes.
- Transition pieces.

Inspection

Visually inspect combustor components for damage.
Visually inspect the rotor cooling air pipes (in place).
Visually inspect the compressor outlet guide vanes (in place).

Assembly

Install and align replacement Transition pieces.
Measure and record Transition pieces outlet mouth clearances.
Install replacement Combustor baskets and cross flame tubes.
Install replacement fuel nozzles.
Install fuel nozzle piping and tubing.

Turbine Section

Disassembly

Remove instrumentation and cooling air piping as required for turbine cover removal.
Unbolt and remove turbine cylinder cover.
Remove row 1 turbine vane segments.
Unbolt and remove upper half blade rings.
Unbolt and remove upper half interstage seal housings.
Measure and record axial and radial turbine component clearances.
Remove lower half of the row 2, 3 and 4 blade rings.
Remove row 1 and 2 turbine blades.
Remove row 2 turbine vane segments and interstage seal housing.
Remove rows 1 and 2 turbine ring segments.
Remove row 3 and 4 turbine blades, vane segments and ring segments (if required based on the program life of the parts).

Inspection

Visually inspect the row 1 and 2 turbine blades, vane segments, and ring segments for damage or anomalies.
Visually inspect the row 3 and 4 turbine blades, vane segments, and ring segments for damage or anomalies (required for removed parts only).
Clean and NDE (FPT in place) the row 3 and 4 turbine blades, vane segments, and ring segments (required for parts that are not removed only).
Visually inspect the interstage seals and housings for wear.

Assembly

Install replacement row 1 and 2 ring segments.
Install replacement row 1 and 2 vane segments.
Install and align the row 2 interstage seal housing.
Install replacement row 1 and 2 turbine blades.
Install replacement row 3 and 4 turbine blades, vane segments, and ring segments (if required).

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Install and align the row 3 and 4 interstage seal housing (if required)
Install the lower half row 2, 3 and 4 blade rings.
Measure and record axial and radial turbine component clearances.
Install and bolt the upper half interstage seal housings.
Install and bolt the upper half blade rings.
Install and bolt the turbine cylinder cover.
Install turbine cooling air piping and instrumentation.

Exhaust Section

Disassembly

Remove access door to exhaust.

Inspection

Visually inspect exhaust manifold interior and strut shields for damage.

Visually inspect the row 4 turbine blades.

Measure and record the row 4 turbine blade tip clearances.

Assembly

Install access door to exhaust.

GAS TURBINE MAJOR INSPECTION

Combustor parts and turbine rows 1 and 2 blades, vanes, and ring segments will be replaced by new or refurbished components on every outage, turbine row 3 and 4 components will be replaced based on the then current repair / life intervals as periodically updated by Contractor's GT Engineering department bulletins or technical documents:

Fuel nozzles
Combustor baskets
Transition pieces
Rows 1, 2, 3 and 4 turbine vane segments
Rows 1, 2, 3 and 4 turbine blades
Rows 1, 2, 3 and 4 turbine ring segments

Note: Compressor blades and diaphragms will be replaced with new MHPS components during first MI and CRI only.

Unit Enclosure

Disassemble and assemble the enclosure as required to perform gas turbine inspection.

Inlet Section

Disassembly

Remove access door to inlet.
Unbolt and remove upper half inlet manifold.
Unbolt and remove upper half inlet cylinder.
Measure thrust bearing clearance and disassemble bearing.
Measure journal bearing clearances and disassemble bearing.
Measure oil and air seal clearances and remove seals.

Inspection

Visually inspect inlet section for oil leaks and damage.
Hand clean and visually inspect inlet guide vanes.
Measure and record row 1 compressor blade tip clearances.
Hand clean and NDE (PT and UT) journal and thrust bearing pads.
Dimensionally inspect the oil and air seals and record dimensions.
Hand clean and visually inspect the inlet cylinder and manifold joint surfaces and fits.

Assembly

Assemble the journal bearing and measure clearances.
Assemble the thrust bearing and measure clearance.
Install the air and oil seals and measure clearances.
Install and bolt the upper half inlet cylinder.

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Install and bolt the upper half inlet manifold.
Install access door to inlet.

Compressor Section

Disassembly

Unbolt and remove fuel and air piping/manifolds as required for cylinder cover removal.
Unbolt and remove compressor covers.
Unbolt and remove upper half compressor blade rings.
Measure and record the compressor axial and radial clearances.
Remove the lower half compressor blade rings.
Remove the compressor diaphragms from the cylinders and blade rings.

Inspection

Visually inspect the compressor diaphragms for damage and anomalies.
Hand clean and visually inspect the compressor cylinder fits and joint surfaces.
Hand clean and visually inspect the compressor blade ring fits and joint surfaces.

Assembly

Install the compressor diaphragms in the compressor cylinders and blade rings.
Install the lower half compressor blade rings.
Measure and record the compressor axial and radial clearances.
Install and bolt the upper half compressor blade rings.
Install and bolt the compressor covers.
Install fuel and air piping/manifolds.

Torque Tube Seal Housing

Disassembly

Unbolt and remove the upper half compressor diffuser and torque tube seal housing.
Measure and record the torque tube seal clearances.
Remove the torque tube seals.
Disassemble and remove the seal housing static seal assembly.

Inspection

Hand clean and visually inspect the torque tube seals.
Hand clean and visually inspect the static seal assembly parts.
Hand clean and visually inspect the compressor diffuser and torque tube seal housing fits and joint surfaces.

Assembly

Assemble and install the static seal assembly.
Install the torque tube seals.
Measure and record the torque tube seal clearances.
Install and bolt the upper half compressor diffuser and torque tube seal housing.

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Combustor Section

Disassembly

Remove the following components:
Fuel nozzles and associated piping/tubing.
Combustor baskets and cross flame tubes.
Transition pieces.

Inspection

Visually inspect combustor components for damage.
Visually inspect the rotor cooling air pipes.

Assembly

Install and align replacement Transition pieces.
Measure and record combustion liner outlet mouth clearances.
Install replacement Combustor baskets and cross flame tubes.
Install replacement fuel nozzles.
Install fuel nozzle piping and tubing.

Turbine Section

Disassembly

Remove instrumentation and cooling air piping as required for turbine cover removal.
Unbolt and remove turbine cylinder cover.
Remove row 1 turbine vane segments.
Unbolt and remove upper half blade rings.
Unbolt and remove upper half interstage seal housings.
Measure and record axial and radial turbine component clearances.
Remove lower half of the row 2, 3 and 4 blade rings.
Remove row 1 and 2 turbine blades.
Remove row 2 turbine vane segments and interstage seal housing.
Remove rows 1 and 2 turbine ring segments.
Remove row 3 and 4 turbine blades, vane segments and ring segments (if required based on the program life of the parts).

Inspection

Visually inspect the row 1 and 2 turbine blades, vane segments, and ring segments for damage or anomalies.
Visually inspect the row 3 and 4 turbine blades, vane segments, and ring segments for damage or anomalies (required for removed parts only).
Clean and NDE (FPT) in place the row 3 and 4 turbine blades, vane segments, and ring segments (required for parts that are not removed only).
Visually inspect the interstage seals segments and housings for wear.

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Assembly

Install replacement row 1 and 2 ring segments.
Install replacement row 1 and 2 vane segments.
Install and align the row 2 interstage seal housing.
Install replacement row 1 and 2 turbine blades.
Install replacement row 3 and 4 turbine blades, vane segments, and ring segments (if required).
Install and align the row 3 and 4 interstage seal housing (if required)
Install the lower half row 2, 3 and 4 blade rings.
Measure and record axial and radial turbine component clearances.
Install and bolt the upper half interstage seal housings.
Install and bolt the upper half blade rings.
Install and bolt the turbine cylinder cover.
Install turbine cooling air piping and instrumentation.

Exhaust Section

Disassembly

Remove access door to exhaust.
Unbolt and remove the exhaust cylinder cover.
Measure journal bearing clearances and disassemble bearing.
Measure air and oil seal clearances and remove seals.

Inspection

Measure and record the row 4 turbine blade tip clearances.
Visually inspect exhaust manifold interior and strut shields for damage.
Hand clean and NDE (PT and UT) journal and thrust bearing pads.
Dimensionally inspect the oil and air seals and record dimensions.
Hand clean and visually inspect the exhaust cylinder joint surfaces and fits.

Assembly

Assemble the journal bearing and measure clearances.
Install the air and oil seals and measure clearances.
Install and bolt the upper half exhaust cylinder.
Install access door to exhaust.

Rotor

Disassembly

Unbolt turbine/generator coupling and measure alignment.
Rig and remove compressor/turbine rotor assembly.

Inspection

Clean and NDE (MPT) compressor blades (in place) and compressor discs.
Clean and NDE (FPT) turbine discs.
Clean and NDE (PT) bearing journals, thrust bearing collar, seal lands, and coupling face.
Clean and NDE (PT) coupling bolts.
Clean and NDE (UT) spindle bolts.

Assembly

Rig and install compressor/turbine rotor assembly.
Measure turbine/generator coupling alignment and bolt coupling.
(Initial alignment check, first alignment move -if necessary- and post-move measurements are included in scope. Any additional alignment moves or measurements, if required, will be considered Extra Work. Further alignment corrections have not been included, as the scope cannot be defined prior to alignment checks).

Note about abbreviations used in this Exhibit:

NDE= Non-Destructive Examination
PT = Liquid (Dye) Penetrant Inspection
UT = Ultrasonic Testing
FPT = Fluorescent Penetrant Testing
MPT = Magnetic Particle Testing

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GT H2-COOLED GENERATOR MAJOR INSPECTION

I. Disassembly

1. Remove Starting Package assembly.
2. Remove excitation system. Remove collector housing and collector.
3. Remove dust shields
4. Remove bearing oil catcher, bearing, insulated bearing key, gland seals rings and gland seal bracket and bearing keeper.
5. Remove collector end and turbine end generator blower shrouds, blower blades and blower hub.
6. Remove collector end and turbine end hydrogen gland seals brackets and hydrogen seal rings.
7. Remove collector end and turbine end generator bearings.
8. Remove rotor from stator and setup in area that is designated for the rotor storage. Use rotor skid and tools to prevent damage to core.
 - a. Make sure the rotor poles are at 12:00 and 6:00.
 - b. Make sure rotor is covered to prevent contamination from outside sources. In high humidity sites place space heaters under the rotor to keep the inside of the covered area warm to prevent condensation on the rotor. NOTE that the heaters must be setup to such that they do not create a fire hazard with the rotor cover.

II. Inspections and Tests

1. Stator
 - a. Visually inspect for presence of oil, water and other contamination inside the generator.
 - b. Visually inspect coils for distortion, insulation deterioration, damage or contamination.
 - c. Visually inspect ventilation spaces for deformation or blockage, loose banding, side filler migration, or any other evidence of loosening. Check electrical connections and parts for any discoloration or evidence of overheating.
 - d. Visually inspect the stator core for evidence of overheating or damaged. Such evidence would show up as discoloration, scratches in the paint, scratches in the steel laminations and/or deformation of the surface.

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- e. Perform stator wedge tightness evaluation. Measure heights and use taper. Perform knife test.
- f. Check to see if temperature detectors and lead wires are damaged or loose.
- g. Perform visual inspection of stator core end regions for evidence of loose hardware, broken brackets, or high temperatures.

2. Rotor Inspections

- a. Visually inspect retaining rings and rotor surface for damage, discolored or deformation.
- b. Inspect rotor wedges for looseness or discoloring.
- c. Visually inspect balance weights and locking plates. Verify that locking plates are properly bent and not cracked or have pieces missing.
 - Record balance weight locations.
- d. Inspect under retaining rings with a bore scope to check the coil ends and blocking.
- e. Perform dimensional measurements of journals and oil seals.
- f. Perform NDE (PT) inspection of the rotor shaft, coupling, as required.
 - Normally the shaft remains assembled so the number of inspections that can be done is limited.
 - Assembled retaining ring inspection is optional (Extra Work):
 - Assembled retaining ring inspection requires special materials and personnel so this must be requested well in advance of the outage so the proper people can be available.
 - Retaining ring inspection also requires specialized tooling and must be ordered ahead of time.
- g. Pressure test the generator rotor axial and radial leads for leaks.
 - Gas used to test Gen rotor seal is under customer DOR

3. Bearing Inspections

- a. Perform visual, dimensional and NDE (PT and UT) inspection of the bearings and oil seals.
- b. Perform visual inspection of bearing insulators.
- c. Visually inspect for foreign materials in the oil path.
- d. Visually inspect oil seal rings for wear or damaged.
- e. Visually inspect insulators.
- f. Visually inspect key and bearing insulators.

4. Gland Seal Inspections

- a. Visually inspect seal rings for wear or damaged.
- b. Visually inspect oil path for foreign material.
- c. Visually inspect gland seal for abnormal wear or damaged.

- d. Perform visual, dimensional and NDE (PT and UT) inspection of the babbitted hydrogen seal rings.
 - e. Visually inspect hydrogen gland seal bracket gasket seating surfaces, labyrinth seals, hydrogen gland seal bracket insulators, hydrogen seal ring slots, and blue-check the horizontal joints of the hydrogen gland seal bracket.
5. Blower Inspections
- a. Visually and NDE (PT) inspect blower blades for damage.
 - b. Visually inspect blower shroud for damage.
 - c. Visually inspect gas ventilation path for foreign materials.
6. Excitation System Inspections:
- Slip Ring & Brush Inspections
- Visually inspect condition of the slip ring surface.
 - Measure the insulation resistance of the slip rings.
 - Clean around the slip ring.
 - Measure peep dimension of brush.
7. Gas Coolers Inspections
- a. Visually inspect gas cooler tubes for corrosion, damaged or soiled and expanded parts, and any tube sheet damage.
 - b. Conduct leakage test with air.
 - c. Inspect cover sheets for damage and corrosion.
 - d. Visually inspect cooler for corrosion on anticorrosive zinc sheet.
8. Lead Box and Main Lead Bushing Inspections
- a. Visually inspect inside of lead box for contamination, oil, or other unusual conditions.
 - b. Visually inspect flexible leads for discoloration by overheating and clamping bolts for looseness.
 - c. Visually inspect porcelains of lead bushing for damage.
9. Electrical Tests of Rotor.
- a. Measure the insulation resistance of the generator rotor winding. DC Megger
 - b. Polarization index of insulation.
 - c. Surge comparison test
 - d. Rotor winding AC pole balance test.
 - e. Rotor winding AC Impedance.
 - f. Resistance of winding.

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10. Electrical Tests of Stator.
 - a. ELCID test of the stator core.
 - b. Measure the insulation resistance of the stator coils (each phase) and through bolts.
 - c. DC Megger.
 - d. Polarization index
 - e. DC Leakage / High Potential Test @ 1.5E
 - f. Measure resistance of each phase.
 - g. RTD Insulation Resistance Check
 - h. RTD Resistance Check

II. Assembly

1. Install generator rotor into stator using skid pan and associated tools.
2. Install collector end and turbine end bearing keeper.
3. Install collector end and turbine end hydrogen gland seals rings and gland seal brackets.
4. Install collector end and turbine end bearings.
5. Install collector end and turbine end blower shrouds, blower blades and blower hub.
6. Install gas coolers.
7. Install dust shields.
8. Install collector assembly.
9. Install, bolt, and align exciter. Check exciter insulation resistance after assembly.
10. Install Starting Package assembly
11. Perform lube oil circulation (24 hours)
12. Perform generator air leakage test.

Note: Air leakage test for the generator is limited to 24 hrs. If additional time is required to meet the Customer's criteria it will be considered extra work per Contractor's standard rates. Contractor will only be responsible to test and inspect components or flanges within the boundary of Contractor's work scope, if leaks occur beyond this boundary Contractor will not be held responsible

EXHIBIT 3

PROGRAM MANAGEMENT

Following are the typical LTSA program management support functions and responsibilities:

- Obtain necessary information used in the analysis and evaluation of adverse issues within the Covered Unit, including root cause analyses made by Contractor's engineering and maintenance teams.
- Coordinate engineering support for the Contractor-provided equipment as required.
- Support Planned Maintenance scheduling and planning with PREPA's representative.
- Assist in the development of the initial maintenance program and to review with Owner/Operator.
- Schedule Contractor field service resources to execute an outage.
- Forecast the need for all parts that are required to implement an outage and making sure these parts are on site prior to starting the outage.
- Coordinate the shipment of tool kits and miscellaneous hardware to arrive in timely manner for outages.
- Review and forward outage reports to PREPA.
- Communicate any applicable technical bulletins, maintenance guideline changes, O&M manual revisions.
- Coordinate timely renewal and submittal at the beginning of each year of tax waiver certificates to Treasury, insurance certificates to Risk Management, and other documents required by Purchasing (Suministros) to maintain Contractor in compliance with GSA Bidder's Registry requirements applicable to PREPA's vendors.

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EXHIBIT 4

REMOTE MONITORING SERVICES

Description

Mitsubishi Hitachi Power Systems Americas' Remote Monitoring Center (RMC) provides assistance to owners in optimizing gas turbine performance, efficiency, operation and long term services Work Order management. The RMC monitors over 1000 gas turbine and gas turbine auxiliary parameters remotely from Orlando, FL. This capability allows Contractor's engineering and technical staff to support control room operators during gas turbine operations. Services also comprise data analysis and evaluation to improve Owner's overall gas turbine performance. Data displayed by our RMC is web-enabled and password protected allowing Owner access through a secure network anywhere in the world.

Additionally, Mitsubishi Hitachi Power Systems' RMC will integrate the data retrieved from our control system with our inventory management system to maintain information such as Equivalent Fired Hours (EFH) on critical hot parts in Owner's gas turbines. This allows MPS to formulate recommendations for outages, inspections and hot part replacement schedules. We will use this information to manage inventory levels to enhance parts availability and develop a higher level of owner satisfaction.

System Reliability

Primary System - Our RMC will receive information sent from our owners' control systems, via a secure communication line. We further augment the reliability of our RMC with on-site UPS and back-up diesel power generation at our service center in Orlando, FL.

Typical Process Variables Monitored by our RMC include:

- Gas Turbine Output
- Turbine Speed (RPM)
- Compressor Inlet Conditions
- Combustor Shell Pressure
- IGV & Bypass Valve Positions
- Blade Path Temperatures
- Exhaust Gas Temperatures
- Disc Cavity Temperatures
- Fuel Gas System Operation
- Fuel Oil System Operation
- Bearing Metal Temperatures and Vibration Amplitudes
- Combustor Dynamics (CPFM)

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- Control Signal Output Conditions
- Compressor Bleed System Operation
- Rotor Cooling Air System Operation
- Auxiliary Valve Positions
- Alarm Values & Set Points

Technical Strength and Owner Value of the RMC

Our RMC technology was developed using Mitsubishi Power Systems' engineering talent to create a robust, web-enabled monitoring system. This gives us a powerful tool to assist our owners in gas turbine operations and parts management in order to get the most out of their gas turbines.

Graphic Data Displays

Blade Path/Exhaust Temperature

Blade path temperatures, blade path temperature spreads, and exhaust gas temperatures are displayed in this graphic. The blade path temperatures are displayed in a radar-graph format, creating a visual fingerprint of the hot gas path. Blade path temperature spreads are displayed in a bar graph format and are color-coded based on unit-specific alarm set points.

Air Flow Diagram

This graphic displays the inlet conditions of the gas turbine, IGV & bypass valve positions, rotor cooling air temperatures, disc cavity temperatures, and casing metal temperatures.

Bearing Lube Oil / Vibration

This graphic displays bearing drain temperatures, metal temperatures and vibration levels of the gas turbine and generator sets. These values are displayed in a bar graph format and are color-coded based on unit-specific alarm set points.

Fuel Flow Diagram

This piping diagram shows the flow of fuel gas, or fuel oil, through the system and displays control valve position, system pressures and temperatures, flame scanner operation, and several other high-level parameters used to monitor the fuel system. In the case of fuel oil operation, the flow of the water injection system and associated piping and valve operation are also included in this graphic.

Control Signal Output (CSO) Display

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The CSO diagram displays the operational modes of the gas turbine. A visual display of speed control mode, temperature control mode, load control mode, etc. can be determined using this graphic as reference. Automatic load regulation and other high level fuel distribution parameters are also displayed in this diagram.

Trend Graphs

All analog values monitored by the RMC can be selected and displayed using trend graphs. Multiple user-selected variables can be trended to aid in root cause analysis, to monitor signal health, and to determine best operating practices on a site-by-site basis.

Alarm Summary Display

All incoming alarms are displayed and prioritized on this graphic. Alarm detection and verification applications enable the RMC to determine whether or not the site has acknowledged an existing alarm and can use this information to begin troubleshooting the issue.

Periodic Reports

A report containing the total EOH, number of starts, number of stops and trips will be issued on a monthly basis for each unit.

Note: Due to vast differences in unit configurations, control system applications, and auxiliary component designs, the aforementioned description of RMC systems and services may be subject to change.

REMOTE MONITORING SYSTEM CONDITIONS

As part of the Remote Monitoring System, Contractor or one of its affiliates, shall deliver, install, test and make operational an On-Site Monitor (OSM) on the Covered Units to be located at the Facility. Contractor or one of its affiliates, at its sole expense, will connect the OSM to the Monitoring Center located in MPS Orlando through a communication line provided by and paid for by Owner.

- 1) Contractor assumes no greater or lesser liability than it has under the terms of the Work Order as a result of the application of the OSM to the Covered Units.
- 2) Title to the OSM hardware and software is and shall remain with Contractor or its affiliates. Contractor does not sell or license the OSM, and does not grant any ownership or license interest in the OSM to Owner by virtue of this program. Owner acknowledges that, in addition to Contractor-owned software, the OSM contains certain third party software, which Contractor either owns or is licensed to use and that Contractor does not extend any license to any such software to Owner. Unless directed by Contractor or its affiliates, Owner agrees not to alter the hardware, software, connections or configuration of the OSM or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change the OSM setup, functioning and configuration, or connectivity.
- 3) In the event of breach of the last sentence of paragraph 7 above, Contractor shall have the right to seek any remedies at law and in equity, subject to any applicable limitations of remedies or damages under the Work Order including no consequential damages, from the Owner, including the indemnification of all claims, losses, damages, judgments, expenses, including attorneys' fees and litigation expenses, arising out of or related to any such breach by the Owner. Owner acknowledges and understands that third parties, who own the intellectual property rights (including patents, copyrights, etc.) to the hardware or software of OSM, including providers of certain third party software used in OSM, may, depending upon applicable laws, be able to assert certain rights on their own behalf arising out of or related to any such breach by Owner.
- 4) Owner agrees not to attempt to access any data, displays, information, software or other parts or functions of the OSM that have not been specifically made available to it by Contractor, whether or not protected or restricted.
- 5) Owner agrees not to disassemble, reverse engineer, reverse assemble, decompile or otherwise attempt to derive the source code of any OSM software, including third party software.
- 6) In the event that Owner uses, accesses or alters any data, displays, information,

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software or hardware, or otherwise acts in violation of this agreement, including unauthorized use of any third party software, Contractor shall have the right to recover damages from Owner in accordance with Applicable Law and subject to any applicable limitations of remedies or damages under the Work Order including no consequential damages. Subject to any applicable limitations of liability or damages under the Work Order, Owner shall indemnify and hold harmless MPS from all claims, losses, damages, judgments, expenses, including attorneys' fees and litigation expenses, arising out of or related to any such violation of this agreement by Owner. Owner further understands and acknowledges that third party software providers may be able to assert certain other property rights, such as copyright rights, on their own behalf.

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- 7) Owner and Contractor shall cooperate to mutually agree on the appropriate technology for transmission of data to the RMC with adequate bandwidth specifically for use of the OSM. This communication connection shall be and remain continuously accessible to the OSM. Owner shall not initiate or allow any remote access to the OSM, whether through the assigned fast access line or otherwise or allow others to do so.
 - 8) The Owner shall be responsible for all data line communication charges. Further, Owner shall be responsible for cabling and any device or equipment required for extending the data line to within one (1) meter of the OSM. LAN cables, coaxial cables for CABS, etc., will be supplied by Contractor.
 - 9) Subject to paragraph 13, Contractor shall provide all hardware, software, and/or labor necessary for installation of the OSM. Installation, operation, and any removal, during the Term of the Work Order, of the OSM shall be at Contractor's sole expense. Owner does not have any right or responsibility to maintain, upgrade, update, replace, modify or repair the OSM.
 - 10) Contractor will provide instruction to Owner's personnel on-site concerning the OSM features to which Owner will have access.
 - 11) Owner shall supply and maintain an electric power source including power cables and a UPS supply for the OSM. Contractor shall have a right to access the OSM including site-installed equipment located on the Owner's properties and its connections at all reasonable times to perform necessary maintenance and repairs.
 - 12) Owner will (a) advise each of its employees who may come in contact with the OSM (whether hardware or software) of Owner's commitments described herein, and (b) use good faith efforts to ensure such employees abide by such commitments.

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- 13) The OSM is provided to support Contractor's obligations under the Work Order.
At no time during the term of the Work Order will the Owner remove, disable,
disconnect or otherwise make the OSM inoperable.

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EXHIBIT 5

DIVISION OF RESPONSIBILITY INSPECTION SERVICES

	Contractor	PREPA	Notes
Review scope of work, scheduling, and planning with Owner	X		
Provide Field Engineers and Specialists required by scope of work	X		
Provide qualified labor and perform work safely and cleanly	X		
Provide MHPS Tool Conex for workforce	X		
Provide transportation for MHPS Tool Conex	X		
Borescope equipment only	X		
Provide OEM special tools & slings provided with turbine-generator		X	c
Provide lifting beam		X	c
Provide lifting slings	X		
Rotor shipping skid, stands, and powered turning rolls (if required)		X	o
Provide personal protective equipment (PPE) for Contractor personnel (hard hats, steel toed shoes, safety glasses, gloves, ear plugs, harnesses)	X		
Provide safety equipment separate from PPE (respirators, fire retardant clothing, etc.)		X	p
Safety program to be used during outage		X	a
Confined space entry attendant	X		
Confined space monitoring equipment		X	
Confined space monitoring personnel	X		
Confined space rescue services & rescue equipment		X	
Expendable materials (rags, cleaning fluids, etc.)	X		
Provide Miscellaneous Hardware	X		i
Clerical/administrative support	X		
Final Field Report	X		
Dustblast service, equipment and supplies		X	
NDE equipment, material and technicians	X		
Compressed air (stable 175 cfm @ 100 psig)		X	d
Welding machine (excluding specialized welding machine or equipment)		X	
Welding services (excluding specialized blade welding by Contractor)		X	
Insulation contractor (removal and installation)		X	
Office space, office trailer, change trailer, sheltered lunch area		X	
Provide office equipment (desks, chairs, and air conditioning)		X	
Sanitary facilities		X	
Potable water/ice/water cooler		X	
Service water		X	
Cribbing/pallets for disassembled parts		X	
Provide adequate laydown area in the vicinity of Covered Units (including additional mobile crane, if required)		X	f
Transport to and from laydown area (flatbeds, drivers, forklifts)		X	
Loading and unloading parts, tools, and equipment off/on transport as required for the inspection or service.		X	
Scaffolding contractor and scaffolding material (certified to meet OSHA certification, or equivalent)		X	k
Telephone and reliable high-speed internet service		X	e

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	Contractor	PREPA	Notes
Mobile crane service with operator		X	h
Pipefitter/tubing services for standard outage scope		X	
I&C technicians for disconnects and connections for standard outage scope		X	
Electricians for disconnects and connections		X	
Electrical & temp power (120-220-480 VAC single phase/480 VAC 3-phase)		X	
Consumable gases (e.g. Oxygen, Acetylene, Argon, etc.)		X	
Lubricants, as necessary		X	
Trash containers and disposal service		X	
Lead/HazMat control, removal, and disposal of hazardous waste		X	
Fire protection equipment		X	
First aid facilities		X	
Asbestos control, removal, and disposal		X	
Forklift service		X	
Painting (Paint and service)		X	
Shipping	X		
Drain, store and refill Lube Oil reservoir		X	
Oil circulation with temporary strainers		X	q
PREPA Power Plant based machine shop services		X	
GT tuning support (2 x 12-hour day shifts/unit)	X		
Control Engineer for valve calibrations	X		
Balancing support, remote or field (2 x 12-hour day shifts/unit)	X		
Access to equipment		X	
Temporary lighting and associated fuel		X	
Security / weather protection including rotor enclosure for GT Gen		X	g
Coupling alignment checks and first move	X		r
On-Site Security for personnel		X	
Off-Site Security for personnel (for high risk areas)	X		b
Equipment/hardware disposal		X	
FME attendants on Planned Maintenance Inspections	X		s

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Notes

- a) Drug screening/testing, background checks, blood pressure checks, on-site medical checks, site specific safety/orientation and/or in-processing longer than 30 minutes will be T&M billed as Extra Work.
- b) In high-risk areas, Contractor reserves the right to review the Facility's security standards and protocols prior to mobilization. If Facility's security standards are found to be inadequate, Contractor reserves the right to supply security at Owner's expense (billed T&M as subcontracted service).
- c) All OEM turbine and generator special tooling and lifting equipment, originally supplied with the unit or upgrade, will be tested and inspected by Owner prior to outage start.
- d) To be fed from Facility's compressed air system. PREPA shall make all reasonable efforts to prevent plant compressors' maintenance to coincide with Covered Units' Planned Inspections. In case of being insufficient or instable, mobile compressor units that may be temporarily required for major outages to ensure stable air supply for pneumatic tooling, rental costs and associated fuel shall be at Contractor's expense.
- e) Service to be available the day before scheduled mobilization date of the Field Project Manager to site.
- f) Owner to ensure that laydown area has the ability to support trucks, trailers, cranes moving into and out of laydown area in all-weather conditions.
- g) Any outage extension and delays in work progress due to inclement weather will be documented and T&M billed as Extra Work. In Generator inspections, price quoted is based on winding polarization index being acceptable for DC over-potential testing. Any delays to the schedule due to bad weather, humidity, or works performed to improve the polarization index results will be T&M billed as Extra Work.

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- h) Contractor shall receive free, clear, uninterrupted, and exclusive access to jobsite, and crane. Crane shall be inspected and certified prior to outage start. If agreed during pre-outage meetings, Contractor may assist PREPA with such equipment and certificate inspections provided that a crane service provider and equipment had been timely secured by PREPA before Contractor mobilization to the outage. During outages, the crane operator shall only respond to hand signals and verbal instructions from a single Contractor's designated person directing the lifts and shall not move out of the work area without prior notice to such Contractor's designated person.
- i) As required for Planned Maintenance Inspections workscope described in Exhibit 2.
- j) Any destructive removal of components beyond reasonable effort or duration, drilling of bolts 1 inch diameter or greater, as well as any found or recommended repairs will be Extra Work.
- k) All scaffolding shall be built, constructed, inspected and controlled under the direction of a competent person as defined by OSHA. Contractor reserves the right to reject any scaffolding not complying with OSHA requirements. Discrepancies shall be resolved by Contractor's Field Services Project Manager and Plant Manager. Scaffolding services are required to be available at all times during the outage duration, any delays may be subject to charges and increased schedule duration.
- l) Contractor assumes PREPA provided contractors will cooperate with Contractor's requests for outage support within a reasonable period of time. If delays occur from PREPA or third party, this will be considered Extra Work.
- m) Contractor reserves the right to review PREPA security standards. PREPA site security standards are found to be inadequate, Contractor reserves the right to supply security at PREPA's expense (billed Extra Work). Contractor will review PREPA security protocols prior to acceptance.
- n) It is Contractor's responsibility to provide a detailed Borescope inspection report. If unit Borescope plugs are seized or cannot be removed, Contractor will not be held responsible for incomplete inspection results.
- o) PREPA shall have these elements ready to be inspected by Contractor prior to outage start date, during pre-outage planning meeting, to confirm compliance with required standards.
- p) Only applicable in case of change of Site's HSE requirements from the then current at Effective Date.
- q) PREPA W501FC units are not equipped with temporary strainers.
- r) Applicable to MI only. Any additional moves if required will be considered Extra Work.
- s) FME (Foreign Material Exclusion) attendants and work area isolation (with tape, plastic, or ropes) to be provided during Planned Maintenance outages (CI, TI, MI, and Gen-MI) are included in LTSA scope. The costs are unique to each outage. If outage durations exceeds durations agreed in Article 5.3 due to PREPA-caused delays, or any other reason beyond Contractor's control this will be considered Extra Work and billed on a Time and Material basis. FME during any Extra Work or Collateral Damage Repair shall be considered Extra Work and billed on a Time and Material basis.

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EXHIBIT 6

FUEL, WATER, AND AIR SPECIFICATION

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Liquid Fuel Specification for Diffusion Combustor Application

MHPS PROPRIETARY INFORMATION
STANDARD DOCUMENT
IBSTD-10012 R1.0

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Document History

Rev.No.	Date	Prepared	Approved	Content
R0.0	2012/4/1		T.Kishine	First Issue (IBO-07168R0 is superseded by this document)
R1.0	2014/4/24	R.Toyomasu	Y.Nakashima	Corporate name and logo updated. (Mitsubishi Heavy Industries, Ltd. ("MHI") and Hitachi, Ltd. ("Hitachi") established a new company, Mitsubishi Hitachi Power Systems, Ltd. ("MHPS") for integrating the business centered on the thermal power generation systems on February 1, 2014.)

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LIQUID FUEL SPECIFICATION for DLN COMBUSTOR APPLICATION

1. INTRODUCTION

Economics and source availability play roles in the selection of fuels for gas turbine power generating systems. As far as economics is concerned, the better grade of fuels will be higher in price but will avoid some of the cost associated with the heavier fuels, such as treatment, and heating. On the other hand, availability of fuel in the proper quantities may become the deciding factor. For instance, the scarcity of ASTM Grade 2-GT fuel is now a reality and the use of the heavier grades of fuel oil may be necessary. Also of significance is the dynamic nature of the fuel market such that fuel burning flexibility may be desired to allow for changes in the availability of various fuels.

In recognition of these circumstances, MHPS gas turbine systems have been engineered to accommodate a wide spectrum of fuels. The requirements of heating, additives, water washing of the fuel and the increased complexity of fuel treating and handling systems must be recognized when moving from the distillates toward the residuals on the fuel spectrum. Light fuels such as naphtha may be used but special handling systems will be necessary because of high volatility and low lubrication properties. The fuel contaminants such as vanadium, sodium, potassium, and lead, must be controlled in order to achieve acceptable parts life during long-term operation. It should also be noted that these same contaminants might also be introduced through air ingestion or by water injection and that the combined effect of these sources to the fuel source must be considered.

This specification was prepared to assist the purchaser in determining from the available fuels those that will be good candidates for his situation. For optimum maintenance, it is suggested that the purchaser obtain fuels with as low contaminant levels as possible. Deviation outside of stated limits should be recognized and MHPS should be consulted before use has begun.

It is not the intention of this document to set limits that are exactly consistent with any national or local emission standards.

2. GENERAL

Gas turbine liquid fuels as defined in the "Standard Specification for Gas Turbine Fuel Oils" (ASTM D2880) are listed in Table 1.

MHPS gas turbines have been designed to burn all of these fuels, however, certain physical properties and levels of contaminants must be met in order to achieve efficiency and minimum maintenance level. Some of the heavier fuels may require heating, fuel treatment and/or special handling while even with clean fuels, proper care must be exercised to avoid contamination in transportation and storage.

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It is the intent of this specification to define for the user the critical physical properties and impurities which must be properly controlled to prevent adverse effects on turbine performance. Fuel handling and treatment will also be discussed.

Table 1 Grades of Gas Turbine Fuel Oils

<u>Designation</u>	<u>Grade of Gas Turbine Fuel Oil</u>
Grade 0-GT:	Naphtha, jet B, and other light hydrocarbon liquids that characteristically have low flash point and low viscosity as compared with kerosene and fuel oils.
Grade 1-GT:	A light distillate fuel oil suitable for use in nearly all gas turbines.
Grade 2-GT:	A heavier distillate than Grade 1-GT, can be used by gas turbines not requiring the clean burning characteristics of Grade 1-GT. Fuel heating equipment may be required by the gas turbine depending on the fuel system design or ambient temperature conditions, or both.
Grade 3-GT:	A heavier distillate than Grade 2-GT, a residual fuel oil that meets the low ash requirements, or a blend of distillate with a residual fuel oil. Fuel heating will be required by the gas turbine in almost every installation.
Grade 4-GT:	Most residuals and some topped crudes. Because of the wide variation and lack of control of properties, the gas turbine manufacturer should be consulted with regard to acceptable limits on properties.

The prime consideration with respect to turbine performance is the impurity level (from all sources) which enters the hot gas path. For the user's convenience, impurity limits in the fuel are given and shall apply to the fuel as it enters the turbine combustion chamber provided, there are no impurities from all other sources such as compressor inlet air, water, etc. Impurities from water and compressor inlet air must also be considered and shall be referred to a common fuel basis as they enter the turbine combustion chamber. The total of these impurity elements introduced into the combustion chamber by fuel injection, air injection, water injection for NO_x control, water from turbine blade water wash, water from evaporative coolers, steam injection for NO_x control, steam injection for power augmentation or by any other means, should not exceed limits as defined in Table 2 of this specification.

Critical requirements of this specification have been divided into the following categories:

- (1) Physical properties
- (2) Fuel contaminants
- (3) Inlet air contaminants
- (4) Water-borne contaminants
- (5) Fuel treatment and handling
- (6) Fuel, air and water evaluation
- (7) Environmental considerations

3. PHYSICAL PROPERTIES

3.1 Flash Point

The flash point is an indication of the highest temperature at which a fuel oil can be stored and handled without serious fire hazard. Minimum permissible flash points are regulated by local or national laws. In general flash points below 38°C (100°F) require application of National Electrical Code Hazardous Locations Classification Class 1, Division 2, Group D. Most crude oils and some light naphthas and jet fuels will normally contain flash points in the 38°C (100°F) range or below, equipment conforming to the NEC code above for handling these type fuels are normally available as options. Consult MHPS. Requirements for fuels with flash points between 38 and 60°C (100 and 140°F) are subject to review on a case by case basis. Flash points above 60°C (140°F), in general do not require Class 1, Division 2, Group 2 treatment.

3.2 Reid Vapor Pressure

Vapor pressure is the pressure, at a constant temperature, below which a liquid would begin to vaporize.

The standard fuel system is usable for Reid vapor pressures below 0.014 MPa (2.0 psia). If the Reid vapor pressure is above 0.014 MPa (2.0 psia) a dual fuel system is required with ignition on either natural gas or Grade 2-GT fuel. These limitations are imposed to prevent vapor lock in high points of the fuel lines as well as at the nozzles during the ignition cycle.

3.3 Pour Point

The pour point is an indication of the lowest temperature at which a fuel oil can be stored and still be capable of flowing under gravitational forces. The pour point should be 11°C (20°F) less than minimum expected fuel temperature. Additional heating can be supplied as an exception to this rule. In general, the bulk fuel temperature in large storage tanks will correspond to the average seasonal ambient temperature. In cold climates where the fuel

forwarding piping is above ground and holding static fluid for long periods, it is advisable to heat trace and insulate the piping.

3.4 Distillation Temperature

The distillation temperature is an indication of the volatility and the residue of the fuel oil. In case of the fuel oil having lower IBP (Initial Boiling Point), the ignition performance tends to be good. In case of the fuel oil having high distillation temperature (90 %vol. recovered), it tends to smoke worse and deteriorate the combustor earlier.

3.5 Density

The density is an indication of relationship between mass and volume, i.e. mass divided by volume.

The density of typical fuel oil is as follows;

Grade 0-GT:	0.78 ~ 0.80 g/cm ³
Grade 1-GT:	0.82 ~ 0.85 g/cm ³
Grade 2-GT:	0.83 ~ 0.88 g/cm ³
Grade 3-GT:	0.91 ~ 0.93 g/cm ³
Grade 4-GT:	0.94 ~ 0.97 g/cm ³

In case high density beyond the limitation, it will affect the combustion flame condition. As a result there is a possibility that the performance/emission specified will become worse or combustor replacement may be required.

3.6 Viscosity

The viscosity of an oil is measure of its resistance to flow. In fuel oil it is highly significant, since it indicates both the relative ease with which the oil will flow or may be pumped, and the ease of atomization at the fuel nozzles. A minimum viscosity of 1.9 mm²/s (1.9 cSt=33 SSU) is required to maintain satisfactory fuel pump operation with a standard fuel system.

At all temperature conditions the fuel must have a maximum viscosity of 5.8 mm²/s (5.8 cSt=45 SSU) (220 GPH nozzles or larger) and 13 mm²/s (13 cSt=70 SSU) (185 GPH nozzles or smaller) for satisfactory ignition and 20.5 mm²/s (20.5 cSt=100 SSU) maximum viscosity for satisfactory combustion under load. In case that the oil viscosity is not satisfied with above required viscosity, fuel lines should be heat-traced and insulated to a level suitable for ignition.

3.7 Net (Lower) Heating Value

The heating value is amount of heat that generated from complete combustion of unit fuel. The heating value has two types of indication; gross (higher) heating value and net (lower) heating value. The net heating value is heat quantity that excluded condensing heat of vapor from higher heating value. The condensing heat of vapor is generally not available because exhaust gas temperature in the gas turbine is about 600°C (1,110°F). Therefore net heating value is applied to heat balance. In general, the fuel oil with the larger density has the less heating value per mass.

3.8 Carbon-Hydrogen Ratio

In general, the fuel oil with the high carbon-hydrogen ratio has the larger density and lower heating value, as compared with the fuel oil having same distillate temperature range.

3.9 Cetane Index

Cetane index is characteristic of flammability on fuel oil. In case of fuel oil having lower cetane index, it tends to smoke worse and emit more particulate.

3.10 Ramsbottom Carbon Residue

The carbon residue is a measure of the carbonaceous materials left in a fuel after all the volatile components are vaporized in the absence of air. It is a rough approximation of the tendency of a fuel to form carbon deposits in the fuel oil nozzle or in the combustor of a gas turbine. In order to obtain measurable values of carbon residue in the lighter fuel oils, it is necessary to remove 90 percent of the oil by a prescribed method of distillation, and then determine the carbon residue concentrated in the remaining 10 percent bottoms. The limit for a Grade 1 and 2 GT-fuels is 0.15 %wt. and 0.35 %wt. respectively on 10 % residuum. If a fuel exceeding the 0.35 %wt. limit is considered, the carbon deposit forming tendency of the fuel should be discussed with MHPS.

3.11 Bottom Sediment and Water (BS&W)

Appreciable amounts of water and sediment in a fuel oil tend to cause fouling of the fuel-handling facilities and to give trouble in the fuel system of the gas turbine. An accumulation of sediment in storage tanks and on filter screens may obstruct the flow of oil from the tank to the combustors of the gas turbine, and may require increased maintenance. Water in distillate fuels may cause corrosion of tanks and equipment, and therefore, "BS&W" is normally limited to 0.05 %wt. for Grade 1 and 2-GT fuels. Water in the heavier residual fuels (Grade 3 and 4-GT fuels) may cause emulsions and therefore, "BS&W" is limited to 1.0 %wt.

To avoid inevitable system contamination problems from "BS&W", all fuel storage tanks, regardless whether distillate of residual, should be equipped

with floating suction. In addition the sludge and water must be periodically drained from the bottom of the tanks.

3.12 Ash

Ash is the noncombustible material in an oil. Ash forming materials may be present in fuel oil in two forms:

- (1) Solid particles and
- (2) Oil or water-soluble metallic compounds.

The solid particles are for the most part the same material that is designated as sediment in the bottom sediment and water. Depending on their size, these particles can contribute to wear in the fuel system, and to plugging of the fuel filter and the fuel nozzle. Most soluble metallic compounds do not normally create filter clogging problems.

However, in the presence of water, certain compounds can react to form a sludge which can cause considerable problems. A description of the ash limitations is described below under the individual material.

Environmental considerations may impose constraints on the allowable ash content [See Section 9, Environmental considerations].

3.13 Wax

Many paraffinic base crude oils and heavy distillates contain wax at room temperature. Most fuel analyses indicate the wax content in percent by weight. Filter plugging can result unless the fuel is heated sufficiently high enough to melt the wax. The plugging rate is naturally quicker for fuels containing higher percentages of wax. For most crude oils a temperature level of 54-60°C (130-140°F) should maintain the wax in solution.

While no standard ASTM laboratory procedure exists for determining the melting point of wax, several current procedures are acceptable.

Normally, the wax is separated from the fuel by conventional physical methods and independently heated to obtain the melting point.

3.14 Dust

Contamination levels in the fuel oil system must minimize and keep low for prevention of operation problems. To keep adequate cleanliness in the oil system is important so some actions are required, especially particular care in on-site fuel storage/filling to keep the oil cleanliness.

It is recommended to install the filter, equivalent to 10 μm ($\beta_{51}=200$), in the filling line to storage tank and keep the cleanliness as the filter could be applied in-main-line without clogging in short cycle times, otherwise frequent replacement of gas turbine oil system filter element may be required during flushing, commissioning and operation.

4. FUEL CONTAMINANTS

The trace metal content causes the high temperature corrosion to the gas turbine hot parts. As a result performance/emission will become worse and the frequent combustor/turbine inspection and cleaning will be required.

4.1 Sulfur

Sulfur, normally burning to sulfur dioxide can, in the presence of excess oxygen, partially oxidize to sulfur trioxide in the turbine. The sulfur trioxide can then combine with trace metal contaminants in the fuel ash to form low melting point compounds. These sulfate compounds cause severe corrosion to turbine hot section parts. The amount of sulfur in the fuel for MHPS gas turbine is limited to 0.5 %wt.

4.2 Vanadium

In the gas turbine, vanadium can combine with other elements in the hot gas path to form low melting point compounds which cause severe corrosion of turbine hot section parts. An example is vanadium pentoxide which melts at 690°C (1,275°F). Fuel employed in MHPS gas turbines without special treatment is strictly limited to a maximum of 0.5 ppmw. vanadium. MHPS should be consulted if above limits is not satisfied.

4.3 Sodium plus Potassium

The behavior of sodium and potassium in the gas turbine is very similar to that of vanadium. During passage through the hot gas path, these elements can combine with sulfur and/or vanadium present in the fuel to form highly corrosive compounds. The various compounding formed are molten over a wide temperature range encompassing normal turbine operating conditions. Accordingly, the sodium plus potassium level is limited to 0.5 ppmw with each element measured separately regardless of the origin of the contaminant i.e., fuel, inlet air, and/or injected water or steam [See Section 5 and 6, Inlet Air and Water Borne Contaminants]. MHPS should be consulted if above limits is not satisfied.

4.4 Calcium

Calcium is not harmful from a corrosion standpoint: in fact, it serves, to inhibit the corrosive action of vanadium. However, calcium can lead to hard and tenacious deposits which are not self-spalling when the gas turbine is shut down, nor readily removable by water washing of the turbine. In order to reduce the formation of deposits a maximum of 10 ppmw of calcium will be allowed.

4.5 Lead

When lead is present in combination with other corrosion causing impurities (e.g. sodium, potassium and vanadium) the corrosion is more rapid than with any single impurity.

Since lead is only rarely found in significant quantities in crude oil, its appearance in the fuel is primarily the result of contamination during processing or transportation. For reliable turbine operation, lead must be limited to a maximum of 2 ppmw.

4.6 Other Impurities

- (1) Barium and manganese
Barium and manganese have been shown to accelerate hot corrosion of turbine parts in the presence of sodium and/or sulfur. Their appearance in the fuel is primarily the result of use of additives for reduction of steady state smoke, although barium compounds are sometimes added to fuel as sludge dispersants.

- (2) Phosphorus
Phosphorus is an additional impurity which can cause hot corrosion in gas turbines. The most likely source of this contaminant is the inlet air which, in some areas, can contain high amounts of phosphorus containing dust [See Section 5, Inlet Air Contaminants].

At the present time, there is insufficient test data to define exact maximum limits on the amount of phosphorus, manganese and/or barium permitted in the turbine hot section.

It is recommended, however, that the total concentration of these contaminants on a fuel basis should not exceed 2.0 ppmw. Avoidance of these contaminants would be highly beneficial from a turbine performance/maintenance standpoint.

5. INLET AIR CONTAMINANTS

The compressor inlet air can greatly increase the level of impurities entering the hot gas path. To determine the extent of contamination, the air to fuel mass flow ratio is multiplied by the air contaminant level in ppmw to obtain the contaminant concentration on a fuel equivalent basis. For example, 20 ppb of sodium in the inlet air is equivalent to approximately 1.0 ppm sodium in the fuel.

For gas turbine installations where the total of the concentration of sodium, potassium, vanadium, lead, and phosphorus in the inlet air is greater than 0.005 ppmw, air filtration units are required. MHPS should be consulted if this situation exists.

6. WATER-BORNE CONTAMINANTS

Water employed for emissions control can also increase the level of impurities entering the hot gas path. Calculation of water-borne contaminants on a fuel equivalent basis is accomplished in the same manner as illustrated for air borne contaminants. In general, water injection quality standards for emissions control in MHPS gas turbines are as stated in Appendix I. If levels of impurities exceed these limits, MHPS should be consulted with regard to water purification systems.

A summary of the MHPS fuel specification is given in Table 2.

Impurities can also be introduced with turbine blade wash water [See Section 7.2 (3), Turbine blade water washing].

7. FUEL TREATMENT AND HANDLING

Fuels which do not meet the requirements as established in the previous sections and summarized in Table 2 must be treated in order to be suitable for use in MHPS gas turbines. Fuel treatment can be divided into two categories:

- (1) Treatments employed to alter physical properties
- (2) Treatments employed to reduce the corrosive effects of trace metal contaminants

7.1 Treatments employed to alter physical properties

- (1) General

Some of the fuels available for use in gas turbine will require heating and/or treating or other special considerations to be compatible with the MHPS recommended properties.

Generally, crude and residual oils, heavy distillates, and some contaminated light distillates will require some type of treatment prior to their use.
- (2) Storage

Adequate fuel storage and handling procedures must be employed to minimize contamination of the fuel from water, sludge, or metallic compounds. Natural settling of the contaminants during storage, and the use of floating suctions and water drawoffs on tanks are inexpensive means for cleaning fuels. Where extended settling periods are impractical water washing systems are required.
- (3) Heating

Heating of the fuel is required to (a) raise the fuel above its pour point to improve pumpability, (b) improve treatment and separation of contaminants, (c) increase fuel temperature above its "wax" melting point, and (d) obtain suitable viscosity for atomization of the fuel at the fuel nozzles.

(4) Treatment/Water Washing

Water washing systems involve the mixing of the fuel (which contains sodium and/or potassium), water and a demulsifying agent, followed by separating the fuel from the water solution which has attracted the corrosive salts. Current technology enables this to be done by either a centrifugal, electrostatic or hybrid system. The latter is employed for heavy residuals to make use of the best features of each method of separation.

(5) Handling (Light fuels)

Although light fuels are normally clean burning (low emissions and minimal nozzle clogging), they do present handling problems which need to be addressed.

In order to continuously handle fuels with viscosities lower than $1.9 \text{ mm}^2/\text{s}$ ($1.9 \text{ cSt}=33 \text{ SSU}$) certain changes are required. Some jet fuels with viscosities approaching $1.4 \text{ mm}^2/\text{s}$ ($1.4 \text{ cSt}=31 \text{ SSU}$) may be handled by making certain modifications to standard fuel systems. In order to handle fuels as low as $0.5 \text{ mm}^2/\text{s}$ ($0.5 \text{ cSt}=28 \text{ SSU}$), an optional fuel system with a special fuel pump may be provided.

Generally, as fuels decrease in viscosity the specific gravity also decreases and the Reid vapor pressure increases. The fuel system to handle the $0.5 \text{ mm}^2/\text{s}$ ($0.5 \text{ cSt}=28 \text{ SSU}$) fuel would, therefore, most likely require a dual liquid system; startup and shutdown would normally be on Grade 2-GT fuel. Also, the increased volatility and probable 38°C (100°F) or below flash point would dictate the need for NEC Class 1, Group D, Division 2 electrical equipment.

7.2

Treatment employed to reduce the corrosive effects of trace metal contaminants are subdivided into two sections:

(1) Treatment for sodium and potassium

Water washing of fuel is the preferred treatment for removing excess sodium and potassium which is primarily in the form of water soluble compounds. This treatment involves the mixing of the fuel, wash water, and a demulsifying agent, followed by separation. Water washing is recommended when the total of sodium and potassium from all sources exceeds 0.5 ppmw.

(2) Treatment for vanadium

The addition of an oil soluble magnesium based additive to fuels containing vanadium has been shown to effectively inhibit the detrimental effects of vanadium in the turbine hot section. A magnesium to vanadium ratio of 3.0 to 1.0 has been shown to produce optimum results. When the fuel reaches the combustor, the additive should be uniformly dispersed throughout the fuel. Treatment is required when vanadium content exceeds 0.5 ppmw.

However, MHPS does not recommend using magnesium inhibitor because deposits will be generated to turbine blade surface and cause reducing turbine output.

Fuel treatment guidelines per this specification are summarized in Figure 1. Subsequent to the analysis of the user's fuel, air contaminants, and water quality [See Section 8, Fuel, air and water evaluation] an overall fuel treatment/inlet air filtration program shall be formulated by MHPS.

NOTE: Due to the potentially corrosive nature of most smoke inhibitors, MHPS does not recommend or comment on the suitability of individual "smoke control additives".

- (3) Turbine Blade Water Washing
Periodic cleaning of turbine blades via "Water Washing" is normally required when high ash content or magnesium inhibited fuels are used. After a number of operating hours deposits form which reduce turbine output.

Minerals deposited on sulfidation-prone turbine hot parts as a result of evaporated wash water are not likely to be significant compared to the deposits already present from the burning of residual fuel. Wash water containing chloride which collects in cooler areas of the turbine can initiate corrosion in ferritic steel components. To counter this tendency, care should be exercised to insure that the turbine rotor is spinning before and well after the introduction of any wash water. Furthermore, a thorough drying cycle must be used immediately after turbine washing.

Present experience indicates that water with approximately 30 ppmw sodium plus potassium will be suitable for turbine blade washing provided the procedural safeguards described above are incorporated in the wash cycle. In specific cases where water wash is contemplated, consult MHPS for procedures and specifications.

The water wash system is an optionally available system.

8. FUEL, AIR AND WATER EVALUATION

Prior to burning liquid fuel oil in MHPS gas turbines, the customer's fuel analysis shall be submitted to MHPS for review and recommendation. The ambient air quality and injected water quality shall also be submitted to MHPS for review and recommendation. The fuel, air and water analysis shall cover all requirements as specified in this specification. Where analytical services are not available to the customer, services can be purchased from MHPS.

The following shall be reported:

- (1) Fuel analysis - see Appendix II
- (2) Air analysis - see Inlet Air Contaminants, Section 5.
- (3) Water analysis - see Appendix I - Water Injection Quality

9. ENVIRONMENTAL CONSIDERATIONS

Regulations regarding the allowable concentrations or quantities of various pollutants in the gas turbine exhaust have been developed by various national and local environmental agencies. Because these regulations are often changed and new regulations enacted, it is not possible to give specific limits. The influence of various fuel components, however, on the pollutants presently regulated can be described.

9.1 Hydrogen

The hydrogen content of the fuels affects the smoking tendency and the flame radiant energy transferred to the combustion system. In general, the hydrogen content decreases as the fuels get heavier, with normal Grade 2-GT fuel in the range of 12 to 13.5 %wt. The exhaust smoke tends to increase as hydrogen content decreases. The combustor wall temperatures also increase with lower hydrogen content, and the expected life of the part is correspondingly shortened.

9.2 Sulfur

Sulfur in the fuel forms sulfur dioxide and a small portion of sulfur trioxide. Exhaust concentrations of sulfur dioxide are often regulated.

Sulfur trioxide combines with the water formed in the combustion process to form sulfuric acid droplets. Since these droplets will collect on a fine filter, they are often regulated in particulate restrictions.

9.3 Vanadium

The additive for the suppression of vanadium corrosion contains magnesium, and the resultant compounds form solid particulate.

9.4 Ash

Ash, by definition, is non-combustible, and passes directly into the exhaust as solid particulate.

9.5 Nitrogen

Nitrogen content (Fuel Bound Nitrogen, FBN) causes to increase NO_x formation in addition to the standard (thermal) NO_x formed by the reaction between oxygen and nitrogen in the flame zone. Therefore, the guaranteed NO_x level is increased in case that there is FBN content in fuel oil. FBN content in fuel oil is none preferably.

Table 2 – Fuel Specification Summary

<u>Property</u>	<u>Specification</u>
Flash point	No restriction [see text]
Reid vapor pressure	No restriction [see text]
Pour point	No restriction [see text]
Distillation temperature ^(*)	[see text]
Density ^(*)	[see text]
Viscosity	≤5.8-13 mm ² /s (5.8-13 cSt=45-70 SSU) for ignition [see text] ≤20.5 mm ² /s (20.5 cSt=95-100 SSU) for combustion [see text] In case that the viscosity of fuel exceeds above values, additional heating should be required.
Net (Lower) heating value ^(*)	[see text]
Carbon-hydrogen ratio ^(*)	[see text]
Cetane index ^(*)	[see text]
Ramsbottom carbon residue	[see text]
Bottom sediment and water	[see text]
Ash ^(*)	[see text]
Tracemetal content	
Sodium plus potassium	≤0.5 ppmw without treatment >0.5 ppmw consult to MHPS for treatment
Vanadium	≤0.5 ppmw entreated >0.5 ppmw consult to MHPS for treatment
Lead	≤2.0 ppmw
Calcium	≤10.0 ppmw
Other trace metals	≤2.0 ppmw
Sulfur	≤0.5 %wt.

(*) No restriction, but inform specification for our check.

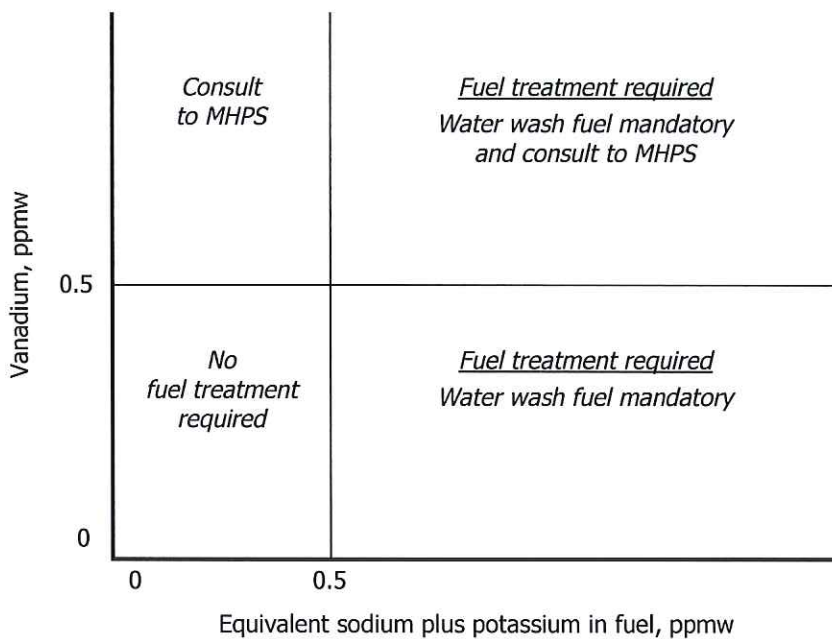


Figure 1 – Fuel Treatment Guideline

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APPENDIX II

Fuel Analysis

<u>Property</u>	<u>ASTM Method</u>	<u>Measured Value</u>
Net (Lower) heating value, kJ/kg [Btu/lb]	D240	_____
Gross (Higher) heating value, kJ/kg [Btu/lb]	D240	_____
Kinetic viscosity, mm ² /s (40°C) [SSU (100°F)]	D445	_____
Kinetic viscosity, mm ² /s (50°C) [SSU (122°F)]	D445	_____
Kinetic viscosity, mm ² /s (100°C) [SSU (210°F)]	D445	_____
Specific gravity, 15°C [60°F]	D1298	_____
Specific gravity, 40°C [100°F]	D1298	_____
Specific gravity, 100°C [210°F]	D1298	_____
Pour point, °C [°F]	D97	_____
Flash point, °C [°F]	D93	_____
Distillation range	D86	IBP
		10 %
		20 %
		30 %
		40 %
		50 %
		60 %
		70 %
		80 %
		90 %
	EP	
Carbon residue, %wt.	D524	_____
Sulfur, %wt.	D129	_____
Total ash, ppmw	D482	_____
Trace metals	D3605	_____
Sodium, ppmw		_____
Potassium, ppmw		_____
Vanadium, ppmw		_____
Calcium, ppmw		_____
Lead, ppmw		_____
Other metals over 2 ppmw		_____
Sediment & water, %vol.	D1796	_____
Water, %vol.	D95	_____
Filterable dirt, mg/100ml	D2276	_____
Wax, %wt. (**)		_____
Wax melting point, °C [°F] (**)		_____
Carbon-hydrogen ratio		_____
Cetane index		_____

(**) Wax data required for crudes and heavy distillates only

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EXHIBIT 7

PRICE LIST FOR COVERED PARTS MISCELLANEOUS HARDWARE

I. Covered Parts – Combustor and Turbine Sections

Part	Qty/Set	Unit Price	Set Price
Nozzle Holders DF42 FO	16	\$40,898.48	\$959,975.68
Nozzle Adapters DF42 FO	16	\$19,100.00	
Combustor Baskets	16	\$64,909.86	\$1,038,557.76
Transitions Pieces	16	\$89,856.92	\$1,609,870.72
Transition Seals	32	\$5,380.00	
R1 Vanes	32	\$42,344.06	\$1,355,009.92
R2 Vanes	24	\$64,113.42	\$1,538,722.08
R3 Vanes	16	\$70,484.94	\$1,127,759.04
R4 Vanes	14	\$50,175.72	\$702,460.08
R1 Blades	72	\$23,229.50	\$1,672,524.00
R2 Blades	66	\$16,857.98	\$1,112,626.68
R3 Blades	112	\$14,468.66	\$1,620,489.92
R4 Blades	100	\$22,433.06	\$2,243,306.00
R1 Ring Segments	48	\$5,176.86	\$248,489.28
R2 Ring Segments	48	\$4,247.68	\$203,888.64
R3 Ring Segments	32	\$6,238.78	\$199,640.96
R4 Ring Segments	28	\$5,973.30	\$167,252.40

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II. Covered Parts – Compressor Section

Name	Qty/Set	Unit Price	Set Price
Row 1 Compressor Blades	22	\$ 9,127.50	\$ 200,805.00
Row 2 Compressor Blades	28	\$ 6,591.57	\$ 184,563.96
Row 3 Compressor Blades	30	\$ 6,123.68	\$ 183,710.40
Row 4 Compressor Blades	41	\$ 2,577.53	\$ 105,678.73
Row 5 Compressor Blades	39	\$ 2,290.22	\$ 89,318.58
Row 6 Compressor Blades	43	\$ 2,290.22	\$ 98,479.46
Row 7 Compressor Blades	57	\$ 1,904.41	\$ 108,551.37
Row 8 Compressor Blades	81	\$ 1,247.76	\$ 101,068.56
Row 9 Compressor Blades	81	\$ 1,101.74	\$ 89,240.94
Row 10 Compressor Blades	87	\$ 902.63	\$ 78,528.98
Row 11 Compressor Blades	91	\$ 796.44	\$ 72,476.04
Row 12 Compressor Blades	101	\$ 648.49	\$ 65,496.48
Row 13 Compressor Blades	121	\$ 591.02	\$ 71,513.42
Row 14 Compressor Blades	121	\$ 558.19	\$ 67,540.99
Row 15 Compressor Blades	125	\$ 591.02	\$ 73,877.50
Row 16 Compressor Blades	125	\$ 558.19	\$ 69,773.75
Row 1 Compressor Diaphragms	1 set	\$ 467,648.50	\$ 467,648.50
Row 2 Compressor Diaphragms	1 set	\$ 401,683.55	\$ 401,683.55
Row 3 Compressor Diaphragms	1 set	\$ 381,974.51	\$ 381,974.51
Row 4 Compressor Diaphragms	1 set	\$ 188,906.00	\$ 188,906.00
Row 5 Compressor Diaphragms	1 set	\$ 184,084.00	\$ 184,084.00
Row 6 Compressor Diaphragms	1 set	\$ 204,344.00	\$ 204,344.00
Row 7 Compressor Diaphragms	1 set	\$ 172,508.90	\$ 172,508.90
Row 8 Compressor Diaphragms	1 set	\$ 168,261.22	\$ 168,261.22
Row 9 Compressor Diaphragms	1 set	\$ 170,138.32	\$ 170,138.32
Row 10 Compressor Diaphragms	1 set	\$ 171,300.97	\$ 171,300.97
Row 11 Compressor Diaphragms	1 set	\$ 172,615.10	\$ 172,615.10
Row 12 Compressor Diaphragms	1 set	\$ 172,548.73	\$ 172,548.73
Row 13 Compressor Diaphragms	1 set	\$ 161,518.03	\$ 161,518.03
Row 14 Compressor Diaphragms	1 set	\$ 163,057.82	\$ 163,057.82
Row 15 Compressor Diaphragms	1 set	\$ 152,451.89	\$ 152,451.89
Row 16 Compressor Diaphragms / OGV	1 set	\$ 229,255.25	\$ 229,255.25

Note: Compressor Diaphragms prices include Seal Holders in applicable rows (4-15).

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III. Miscellaneous Hardware

CI kit

Ref Dwg	Description	Unit Price	Ref kit
129547	WASHER NORDLOCK M16	\$10.35	Combustor
129552	WASHER NORDLOCK M24	\$21.74	Combustor
09-16171-M12C	NUT HEX M12C	\$60.05	Combustor
09-16188-M12C40	BOLT HEX HEAD M12C X 40	\$113.88	Combustor
09-16190-M16C30	SCREW HEX SOCKET HEAD CAPM16C X 30	\$61.08	Combustor
09-16191-M12C30	SCREW HEX SOCKET HEAD CAP M12C X 30	\$49.69	Combustor
09-16192-M16C40	SCREW HEX SOCKET HEAD CAP M16C X 40	\$99.39	Combustor
09-16192-M20C50	SCREW HEX SOCKET HEAD CAP M20C X 50	\$120.09	Combustor
09-36316-01	RETAINER PIN TORQUE 50.8X48.3X11.4T	\$154.26	Combustor
09-36316-01	RETAINER PIN TORQUE 50.8X48.3X11.4T	\$154.26	Combustor
09-41065-04	BOLT SPECIAL M10X1.5X25.4L	\$93.18	Combustor
09-47165-02	PACKING	\$1,781.75	Combustor
09-54854-10	WASHER	\$62.12	Combustor
09-55807-03	KEY SPACER 92.0X40.0X2.0T	\$182.70	Combustor
09-55807-03	KEY SPACER 92.0X40.0X2.0T	\$182.70	Combustor
09-55807-04	BUSHING	\$121.13	Combustor
09-55807-04	BUSHING	\$121.13	Combustor
09-55808-01	BOLT DOWEL M16X2 L=50	\$165.65	Combustor
09-55808-02	BOLT HEX HEAD M12 X 30	\$48.66	Combustor
09-55808-02	BOLT HEX HEAD M12 X 30	\$48.66	Combustor
09-55808-02	BOLT HEX HEAD M12 X 30	\$48.66	Combustor
09-58672-03	NUT SELFLOCK M10 ROTOR COOLING AIR PIPE	\$99.39	Combustor
09-58672-03	NUT SELFLOCK M10 ROTOR COOLING AIR PIPE	\$99.39	Combustor
09-61142-28	BOLT W/HVY HEX HD	\$16.56	Combustor
09-61142-30	BOLT W/HVY HEX HD	\$20.71	Combustor
09-61142-30	BOLT W/HVY HEX HD	\$20.71	Combustor
09-61747-01	COUPLING MARMAN	\$93.18	Combustor
09-61747-02	COUPLING MARMON	\$144.94	Combustor
09-71953-01	SCREW HSHC W 3/8-16 UNCX114	\$85.93	Combustor
09-71954-01	SCREW HEX SOC HD M20 X 60	\$99.39	Combustor
09-71954-03	WASHER M20	\$33.13	Combustor
09-71954-05	SCREW HEX SOC HEAD M20 X 120	\$140.80	Combustor
10H0556008	WASHER LOCK 0.50	\$10.35	Combustor
10H0556008	WASHER LOCK 0.50	\$10.35	Combustor
31-42402-03	WASHER FLAT 35.0X21.0X2.5T	\$42.63	Combustor
4211C14002	BOLT SOC HEAD M20 X 2.5	\$130.45	Combustor
4211C23002	SCREW FLAT HEAD M20	\$62.12	Combustor
CT-00147-01	WASHER SPECIAL	\$62.12	Combustor
CT-00147-01	WASHER SPECIAL	\$62.12	Combustor
CT-00159-01	SCREW SOCKET HEAD .500 X 4	\$105.60	Combustor

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CT-00417-02	ROD THREADED 5/8-11 X 5.5 GR 87	\$5.18	Combustor
CT-00418-36	NUT HEAVY HEX 1-8UNC 2H DOUBLE CHAMFER	\$34.16	Combustor
G0-02491-35	WASHER M24 NITRIDED	\$52.80	Combustor
G0-02491-35	WASHER M24 NITRIDED	\$52.80	Combustor
G0-02827-06	NUT HEX M16X2 BULLHORN TO FLEX SUPPORT	\$248.47	Combustor
G0-02827-06	NUT HEX M16X2 BULLHORN TO FLEX SUPPORT	\$248.47	Combustor
G0-02827-08	PLATE	\$419.30	Combustor
G0-02840-05	LUG	\$279.53	Combustor
G0-02840-05	LUG	\$279.53	Combustor
G0-02840-06	M20 FLAT HEAD SCREW	\$93.18	Combustor
G0-02840-06	M20 FLAT HEAD SCREW	\$93.18	Combustor
G0-02840-10	BOLT HEX SOCH SPCL M20X2.5X55.6L	\$130.45	Combustor
G0-02840-10	BOLT HEX SOCH SPCL M20X2.5X55.6L	\$130.45	Combustor
G0-02840-29	PIN TORQUE	\$634.64	Combustor
G0-02840-29	PIN TORQUE	\$634.64	Combustor
G0-02840-29	PIN TORQUE	\$634.64	Combustor
G0-03347-02	PIN METRIC STRAIGHT	\$24.85	Combustor
G0-03347-02	PIN METRIC STRAIGHT	\$24.85	Combustor
G0-03538-01	SPACER	\$574.59	Combustor
G0-03538-03	SPACER	\$383.06	Combustor
G0-04204-01	BOLT SPECIAL M10 X 24	\$32.09	Combustor
G0-04204-02	SCREW M12 X 1.75 X 28.00	\$111.81	Combustor
G0-04229-04	COVER GASKET	\$269.18	Combustor
G0-04270-03	PLATE SETTING TURBINE BLADE RING	\$144.94	Combustor
G0-09516-16	SCREW HEX SOC HEAD M20X61	\$472.10	Combustor
G0-09516-17	SCREW HEX SOC HEAD M20X132	\$455.53	Combustor
G0-09516-18	WASHER FOR SOC HEAD BOLT 20	\$27.95	Combustor
G0-14947-02	WASHER SETTING 50.0X1.2T	\$80.75	Combustor
G0-14948-01	PIN TAPER ECCENTRIC	\$284.71	Combustor
G0-16475-02	SHIM T3.0	\$67.29	Combustor
G0-16475-03	SHIM T2.0	\$41.41	Combustor
G0-16475-04	SHIM T1.0	\$41.41	Combustor
G0-16475-05	SHIM T0.5	\$37.27	Combustor
G0-16475-06	SHIM T0.3	\$36.24	Combustor
G0-16876-01	GASKET SQ 105.0X85.0X1.0T	\$139.77	Combustor
G0-17179-01	PLATE SEAL	\$591.16	Combustor
G0-17179-01	PLATE SEAL	\$591.16	Combustor
G0-17179-02	PLATE SEAL ROW 1 BLADE RING	\$654.31	Combustor
G0-17179-02	PLATE SEAL ROW 1 BLADE RING	\$654.31	Combustor
G0-17179-03	PLATE SEAL ROW 1 BLADE RING	\$181.18	Combustor
G0-17179-03	PLATE SEAL ROW 1 BLADE RING	\$181.18	Combustor
G0-17179-04	PLATE SEAL ROW 1 BLADE RING	\$201.88	Combustor
G0-17179-04	PLATE SEAL ROW 1 BLADE RING	\$201.88	Combustor
G0-25808-06	SCREW M24 X 3 X 75	\$139.77	Combustor
G0-25808-06	SCREW M24 X 3 X 75	\$139.77	Combustor
G0-36397-01	PLATE SEAL 1C	\$121.13	Combustor

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G0-36533-01	PLATE SEAL T1C	\$167.48	Combustor
G1-17202-01	PLATE SEAL T1C	\$237.51	Combustor
G1-17202-03	SEAL PLATE VANE RTNG 23.0X17.9X3.25T	\$152.25	Combustor
G1-17202-05	PLATE SEAL VANE INR 297.32X15.57X3.2T	\$182.70	Combustor
G1-19516-02	PIN D4 X 18	\$19.67	Combustor
G1-19516-02	PIN D4 X 18	\$19.67	Combustor
G1-19516-02	PIN D4 X 18	\$19.67	Combustor
G1-19517-02	PIN STRAIGHT 4 X 22	\$21.74	Combustor
G2-02029-02	BOLT M12	\$112.85	Combustor
G2-02029-03	PIN TORQUE	\$1,992.95	Combustor
G2-02029-04	PIN D-16	\$70.40	Combustor
G2-03217-11	PLUG	\$993.89	Combustor
G2-05965-02	TUBE CROSS FLAME FEMALE	\$3,509.41	Combustor
G2-05965-03	TUBE CROSS FLAME MALE	\$4,035.53	Combustor
G2-06691-01	CLAMP	\$243.60	Combustor
G2-06691-01	CLAMP	\$243.60	Combustor
G2-06691-01	CLAMP	\$243.60	Combustor
G2-55654-06	GASKET SPIRAL WOUND IOR-300-50	\$103.53	Combustor
G2-55654-07	GASKET IOR 300-65A	\$62.12	Combustor
G2-55654-08	GASKET ANSI SPIRAL WOUND 3 IOR30080A	\$42.45	Combustor
G2-55654-08	GASKET ANSI SPIRAL WOUND 3 IOR30080A	\$42.45	Combustor
G2-55654-11	GASKET SPL WND CGI 150A 300LB	\$161.45	Combustor
G2-55655-07	GASKET ANSI SPIRAL WOUND 2 1/2 IOR40065A	\$63.15	Combustor
G2-55655-07	GASKET ANSI SPIRAL WOUND 2 1/2 IOR40065A	\$63.15	Combustor
G3-52246-01	PLATE SETTING	\$383.06	Combustor
MSF3-A142C1225	SCREW M12X1.75X25.00	\$3.11	Combustor
MSF3-A142G1245	SCREW HEX SOCKETM HEAD 12MM X 1.75 MM DI	\$115.95	Combustor
MSF3-A150D2090	BOLT HEX HEAD M20 X 90 10305DU	\$279.53	Combustor
MSF3-A150D2090	BOLT HEX HEAD M20 X 90 10305DU	\$279.53	Combustor
MSF3-A150D3090	BOLT HEX HEAD M30 X 90	\$152.19	Combustor
MSF3-A150D3090	BOLT HEX HEAD M30 X 90	\$152.19	Combustor
MSF3-A160B1630	SCREW HEX HEAD CAP M16 X 30	\$109.74	Combustor
MSF3-A160B1640	BOLT HEX SOCH LKWR M16X2.0X40.0L	\$60.05	Combustor
MSF3-A160B2050	SCREW HEX HEAD CAP M20 X 50	\$79.72	Combustor
MSF3-A160D1045	SCREW HEX HEAD CAP M10 X 45	\$159.44	Combustor
MSF3-A516F2000	WASHER LOCK TNG DBL M20	\$9.32	Combustor
MSF3-A516S1200	WASHER LOCK TNG DBL M12	\$11.39	Combustor
MSF3-A516S1200	WASHER LOCK TNG DBL M12	\$11.39	Combustor
MSF3-A516S1600	WASHER TONGUE LOCK M16	\$6.21	Combustor
MSF3-A516S1600	WASHER TONGUE LOCK M16	\$6.21	Combustor
MSF3-A721S04A5	PIN STRAIGHT D4 X 22	\$14.49	Combustor
OG-01079-01	BOLT HEX HEAD SHOULDER	\$97.44	Combustor
OG-01089-03	SLEEVE ASSY TUBE CROSS FLAME	\$905.89	Combustor
OG-01097-04	GASKET	\$62.12	Combustor
OG-01116-01	GASKET W12.00XW8.00XW.063T	\$66.26	Combustor
OG-02089-01	SCREW SOCKET HEAD .500X1.75	\$72.47	Combustor

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OG-02089-01	SCREW SOCKET HEAD .500X1.75	\$72.47	Combustor
OG-02107-37	GASKET 8 150 CG STYLE	\$135.62	Combustor
OG-02108-25	GASKET SPIRAL WOUND CGI #150-150	\$151.15	Combustor
OG-02108-26	GASKET 6 300 CGI STYLE	\$131.48	Combustor
OG-02108-30	GASKET 8 300 CGI STYLE	\$204.99	Combustor
OG-02108-34	GASKET 10 300 CGI STYLE	\$201.88	Combustor
OG-04019-01	PLATE SEAL & LOCK R3	\$983.54	Combustor
OG-04050-35	WASHER LOCK .750	\$3.11	Combustor
OG-04050-35	WASHER LOCK .750	\$3.11	Combustor
OG-04050-56	WASHER STAR 7/8 STAINLESS STEEL	\$6.85	Combustor
OG-04050-56	WASHER STAR 7/8 STAINLESS STEEL	\$6.85	Combustor
OG-04050-57	WASHER STAR 1	\$5.18	Combustor
OG-04050-60	WASHER STAR 1 1/8	\$12.42	Combustor
OG-04050-60	WASHER STAR 1 1/8	\$12.42	Combustor
OG-04067-18	HELICOIL TOPHAT M24 X 3	\$20.71	Combustor
PH-00274-08	NUT HEAVY HEX 3/4	\$4.14	Combustor
PH-00274-08	NUT HEAVY HEX 3/4	\$4.14	Combustor

TI kit

Ref Dwg	Description	Unit Price	Ref kit
60010000085	GASKET SPIRAL WOUND CGI #150-150	\$69.37	Turbine
000000080010000085	GASKET SPIRAL WOUND CGI #150-200	\$95.25	Turbine
09-18625-01	SPRING COMPRESSION 1.6X12.1X21.8L	\$107.67	Turbine
09-25062-06	WASHER LOCK TNG DBL 1.0T	\$33.13	Turbine
09-26314-02	GASKET T=1.5	\$124.24	Turbine
09-26314-02	GASKET T=1.5	\$124.24	Turbine
09-35017-01	WASHER LOCK TOOTH EXT CTSK 0.5T	\$28.99	Turbine
09-35017-01	WASHER LOCK TOOTH EXT CTSK 0.5T	\$28.99	Turbine
09-36325-01	NUT HEX LKWR M20	\$113.88	Turbine
09-36406-01	CAULKING	\$207.06	Turbine
09-36406-02	PACKING SECT 1663 2280.0L R3 M501F	\$455.53	Turbine
09-36406-02	PACKING SECT 1663 2280.0L R3 M501F	\$455.53	Turbine
09-40565-01	LINER BLOCK	\$112.85	Turbine
09-40565-01	LINER BLOCK	\$112.85	Turbine
09-41065-02	BUSHING ECC 41.2X15.48X20.8L	\$192.57	Turbine
09-41065-02	BUSHING ECC 41.2X15.48X20.8L	\$192.57	Turbine
09-41065-04	BOLT SPECIAL M10X1.5X25.4L	\$93.18	Turbine
09-47165-02	PACKING	\$1,781.75	Turbine
09-51250-04	WASHER PLAIN M42	\$106.64	Turbine
09-51250-04	WASHER PLAIN M42	\$106.64	Turbine
09-54854-14	WASHER FLAT M30	\$164.61	Turbine
09-54854-18	WASHER PLAIN 42	\$84.89	Turbine
09-61035-02	BOLT 12PT W.625X57.15L	\$258.83	Turbine
09-61067-03	CLIP BLADE RING SEAL HSG R2	\$44.52	Turbine

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09-65553-01	DOWEL KEY	\$70.40	Turbine
09-65553-01	DOWEL KEY	\$70.40	Turbine
2461F87021	LOCK WIRE 0.059	\$110.78	Turbine
31-42402-05	WASHER FLAT W1.00	\$108.71	Turbine
31-42402-05	WASHER FLAT W1.00	\$108.71	Turbine
31-42402-11	WASHER FLAT NITRIDED 1.75	\$99.39	Turbine
31-42402-13	WASHER NITRIDED 2.00	\$59.01	Turbine
31-42402-13	WASHER NITRIDED 2.00	\$59.01	Turbine
31-42402-14	WASHER 2.250	\$186.35	Turbine
31-42402-15	WASHER 2.50	\$217.41	Turbine
31-42402-16	WASHER FLAT 112.0X72.0X10.0	\$170.82	Turbine
31-42402-17	WASHER NITRIDED 3.00	\$201.88	Turbine
CT-00085-01	NUT EXTENSION 2 X 4.38	\$284.71	Turbine
CT-00089-01	NUT EXTENSION ALT 1 3/4	\$1,190.60	Turbine
CT-00089-03	NUT EXTENSION 2 1/2 X 5.12	\$333.37	Turbine
CT-00128-01	RETAINER	\$440.00	Turbine
CT-00128-02	RETAINER	\$232.94	Turbine
CT-00137-03	SCREW HEX HEAD CAP 16 X 35 MM	\$50.73	Turbine
CT-00414-03	BOLT HEX HEAD ENG A193B7HV 3/410 X 4.50	\$8.28	Turbine
CT-00417-02	ROD THREADED 5/8-11 X 5.5 GR 87	\$5.18	Turbine
CT-00417-03	ROD THREADED 3/4 X 10 X 11.5	\$15.53	Turbine
CT-00418-34	NUT HEX HEAVY 3/4 10UNC 2H DBL CHFR	\$4.14	Turbine
CT-00418-35	NUT HEAVY HEX 7/8-9UNC 25 DOUBLE CHAMFER	\$34.16	Turbine
G0-02096-01	SETTING PLATE	\$334.40	Turbine
G0-02246-10	NUT EXTENSION 2.00 X 4.50	\$362.36	Turbine
G0-02253-09	BOLT REAMER 2.25 X 406L	\$1,087.07	Turbine
G0-02260-12	NUT EXTENSION 2.25 X 4.88	\$797.18	Turbine
G0-02268-10	STUD DOWEL 1.75 8 2.00	\$880.01	Turbine
G0-02268-10	STUD DOWEL 1.75 8 2.00	\$880.01	Turbine
G0-02268-10	STUD DOWEL 1.75 8 2.00	\$880.01	Turbine
G0-02840-02	BOLT STUD LIFTING M12X1.75X171.5L	\$295.06	Turbine
G0-02840-04	KEY SUPPORT 60.33X28.58X22.22T	\$131.48	Turbine
G0-02840-07	SCREW SLTD CSKH M10X1.5X30.0L	\$139.77	Turbine
G0-02840-30	PIN TORQUE	\$772.33	Turbine
G0-02850-38	NUT HEX M42 X 3	\$165.65	Turbine
G0-02891-01	LOCKING PIECE 1S-2S W.25X7.6T	\$248.47	Turbine
G0-02891-02	PIECE LOCKING R-3 BLADE	\$162.54	Turbine
G0-02933-01	PLATE SEAL LOCK R1	\$3,571.79	Turbine
G0-02933-02	PLATE SEAL AND LOCK ROW 2	\$3,054.14	Turbine
G0-02933-03	PLATE SEAL LOCK R3	\$4,425.91	Turbine
G0-02934-01	BLOCK SEAL	\$237.08	Turbine
G0-02955-04	SCREW HEX ALT	\$262.97	Turbine
G0-02955-05	SCREW HEX CAP	\$60.05	Turbine
G0-02957-04	BUSHING SQ 28.32X28.32X15.11	\$236.05	Turbine
G0-02987-03	BOLT HEX W.25X18.6L	\$66.26	Turbine
G0-02987-03	BOLT HEX W.25X18.6L	\$66.26	Turbine

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G0-02988-02	BOLT HEX SHLDR W.375X29.4L	\$110.78	Turbine
G0-02990-02	BOLT HEX W.375X30.32L	\$57.98	Turbine
G0-02990-02	BOLT HEX W.375X30.32L	\$57.98	Turbine
G0-02992-01	PIN BENT 3.96X210.41L 741.98R	\$149.08	Turbine
G0-02992-01	PIN BENT 3.96X210.41L 741.98R	\$149.08	Turbine
G0-03010-01	KEY R1/2/3/4	\$1,087.07	Turbine
G0-03075-01	DOWEL TAPER 30 MM X 3.5 MM	\$559.06	Turbine
G0-03075-02	PIN TAPER 40	\$357.18	Turbine
G0-03123-09	NUT HEX CL1 M30X3.5	\$232.94	Turbine
G0-03147-01	SPRING	\$229.84	Turbine
G0-03165-01	SEAL STRIP 4PCS EQUAL A SET	\$765.09	Turbine
G0-03165-02	SEAL STRIP IDS 1396.4 R3 M501F/F3	\$765.09	Turbine
G0-03165-02	SEAL STRIP IDS 1396.4 R3 M501F/F3	\$765.09	Turbine
G0-03166-01	SPRING	\$197.74	Turbine
G0-03167-02	WASHER FLAT 38.0X12.2X1.5T	\$26.92	Turbine
G0-03172-01	SCREW M20 X 2.50 X 60.00	\$162.54	Turbine
G0-03172-01	SCREW M20 X 2.50 X 60.00	\$162.54	Turbine
G0-03172-92	NUT EXTENSION 1.75 X 4.12	\$320.94	Turbine
G0-03173-01	SCREW SLTD FLH M10X1.5X77.7L	\$66.26	Turbine
G0-03173-02	BOLT SPECIAL M10X1.5X69.0L	\$78.68	Turbine
G0-03173-03	BOLT SPECIAL M10 X 61.2	\$76.61	Turbine
G0-03174-01	CLIP	\$494.87	Turbine
G0-03175-01	PIN STOP 15.4X28.75L	\$75.58	Turbine
G0-03177-01	BOLT SPECIAL 10705BU-ST	\$84.89	Turbine
G0-03177-02	BOLT SPECIAL	\$171.86	Turbine
G0-03177-03	BOLT SPECIAL	\$81.79	Turbine
G0-03183-02	PIN TORQUE	\$1,462.88	Turbine
G0-03229-01	TUBE:THERMOCOUPLE GUIDE	\$434.83	Turbine
G0-03232-02	PIN TORQUE 38.0X90.25L	\$641.89	Turbine
G0-03232-05	LUG RETAINING	\$108.71	Turbine
G0-03232-05	LUG RETAINING	\$108.71	Turbine
G0-03232-07	PIN TORQUE 38.0X73.73L	\$688.47	Turbine
G0-03233-01	BOLT SOCKET HEAD M20 X 49.21	\$192.57	Turbine
G0-03278-17	NUT EXTENSION CS 1 3/4 IN DIA 8	\$232.94	Turbine
G0-03282-05	STUD DBLE END 2 DIA A 2 DIA B 8 TPI	\$491.77	Turbine
G0-03282-09	SCREW 2.00 X 9.5	\$362.36	Turbine
G0-03282-10	SCREW SOCKET HEAD 2 X 8 1/2	\$340.61	Turbine
G0-03282-11	SCREW SOCKET HEAD 2 X 8.75	\$1,811.78	Turbine
G0-03282-12	SCREW SOCKET HEAD 1.75X5.75	\$329.23	Turbine
G0-03282-13	NUT EXTENSION 3 X 5.62	\$310.59	Turbine
G0-03282-13	NUT EXTENSION 3 X 5.62	\$310.59	Turbine
G0-03282-14	NUT EXTENSION 2.75 X 5.38	\$569.42	Turbine
G0-03282-15	NUT EXTENSION CS 2 IN DIA 8 TPI	\$296.10	Turbine
G0-03282-33	SCREW SET LRG CUP PTH EX SO 12MM-1.75X35	\$33.13	Turbine
G0-03282-35	SCREW SOCKET HEAD W2 X 230	\$364.43	Turbine
G0-03282-35	SCREW SOCKET HEAD W2 X 230	\$364.43	Turbine

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G0-03385-01	SPRING COMPRESSION 4.7X31.9X67.3 M501F	\$146.16	Turbine
G0-03385-01	SPRING COMPRESSION 4.7X31.9X67.3 M501F	\$146.16	Turbine
G0-03438-01	SEAL HORIZONTAL FACE LR	\$1,682.36	Turbine
G0-03439-01	PLATE SUPPORT LH	\$3,031.36	Turbine
G0-03439-01	PLATE SUPPORT LH	\$3,031.36	Turbine
G0-03439-02	PLATE SUPPORT RH	\$3,030.32	Turbine
G0-03439-02	PLATE SUPPORT RH	\$3,030.32	Turbine
G0-03439-04	STUD TRB CVR HORIZONTAL JNT M24X3.00	\$241.22	Turbine
G0-03439-05	STUD DOWEL 24 MM DIA 3.0 X 159	\$404.80	Turbine
G0-03439-06	SCREW M12 X 1.75 X 25.00	\$62.12	Turbine
G0-03439-06	SCREW M12 X 1.75 X 25.00	\$62.12	Turbine
G0-03995-02	PIN STRAIGHT 6.35X26.5L	\$23.81	Turbine
G0-03995-02	PIN STRAIGHT 6.35X26.5L	\$23.81	Turbine
G0-03995-03	PIN SEAL R1 BLADE	\$89.04	Turbine
G0-03995-05	PIN STRAIGHT 6.35X16.5L	\$21.74	Turbine
G0-03995-05	PIN STRAIGHT 6.35X16.5L	\$21.74	Turbine
G0-03995-21	PIN STRAIGHT 6.35X103.5L	\$26.92	Turbine
G0-03996-01	PIN STRAIGHT 4.76X132.2L	\$30.02	Turbine
G0-03996-01	PIN STRAIGHT 4.76X132.2L	\$30.02	Turbine
G0-03996-02	PIN STRAIGHT 4.76X14.0L	\$25.88	Turbine
G0-03996-02	PIN STRAIGHT 4.76X14.0L	\$25.88	Turbine
G0-03996-03	PIN STRAIGHT 4.76X145.8L	\$37.27	Turbine
G0-03996-03	PIN STRAIGHT 4.76X145.8L	\$37.27	Turbine
G0-04162-05	PLATE SEAL LOCK R3	\$5,051.23	Turbine
G0-04162-05	PLATE SEAL LOCK R3	\$5,051.23	Turbine
G0-04204-01	BOLT SPECIAL M10 X 24	\$32.09	Turbine
G0-04204-04	BOLT HEX SOCH LKWR M12X1.75X40.0L	\$119.06	Turbine
G0-04204-05	NUT HEX CL1 LKWR M12X1.75	\$122.17	Turbine
G0-04235-02	GASKET SQ 350.0X215.0X3.2T	\$211.78	Turbine
G0-04235-02	GASKET SQ 350.0X215.0X3.2T	\$211.78	Turbine
G0-04270-01	PIN	\$155.30	Turbine
G0-04270-02	BUSHING	\$221.55	Turbine
G0-04270-03	PLATE SETTING TURBINE BLADE RING	\$144.94	Turbine
G0-04270-03	PLATE SETTING TURBINE BLADE RING	\$144.94	Turbine
G0-04270-04	BOLT SPECIAL M10 X 20.8	\$67.29	Turbine
G0-09516-16	SCREW HEX SOC HEAD M20X61	\$472.10	Turbine
G0-09516-16	SCREW HEX SOC HEAD M20X61	\$472.10	Turbine
G0-09516-17	SCREW HEX SOC HEAD M20X132	\$455.53	Turbine
G0-09516-18	WASHER FOR SOC HEAD BOLT 20	\$27.95	Turbine
G0-12218-02	PIECE SEAL R2 BLADE	\$631.53	Turbine
G0-12218-02	PIECE SEAL R2 BLADE	\$631.53	Turbine
G0-14947-01	PLATE SETTING	\$327.15	Turbine
G0-14947-02	WASHER SETTING 50.0X1.2T	\$80.75	Turbine
G0-14947-02	WASHER SETTING 50.0X1.2T	\$80.75	Turbine
G0-14948-01	PIN TAPER ECCENTRIC	\$284.71	Turbine
G0-14948-01	PIN TAPER ECCENTRIC	\$284.71	Turbine

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G0-14948-02	NUT HEX ALT	\$165.65	Turbine
G0-14948-02	NUT HEX ALT	\$165.65	Turbine
G0-14949-01	PLATE TORQUE	\$497.98	Turbine
G0-14949-02	PLATE TORQUE	\$635.67	Turbine
G0-17179-04	PLATE SEAL ROW 1 BLADE RING	\$201.88	Turbine
G0-17179-04	PLATE SEAL ROW 1 BLADE RING	\$201.88	Turbine
G0-35015-01	SEAL PIECE ROW 1	\$631.53	Turbine
G0-35015-01	SEAL PIECE ROW 1	\$631.53	Turbine
G1-17669-23	SCREW HEX CAP ALT	\$113.88	Turbine
G2-04823-01	PIN STRAIGHT 8.5X134.0L	\$173.93	Turbine
G2-04823-02	PIN STRAIGHT 8.5X16.5L	\$37.27	Turbine
G2-54860-37	GASKET SPIRAL WOUND IOR 150-50	\$55.91	Turbine
G2-55653-06	GASKETS SPIRAL WOUND 10R-150-50	\$33.13	Turbine
G2-55654-08	GASKET ANSI SIPRAL WOUND 3 IOR30080A	\$42.45	Turbine
G2-55654-08	GASKET ANSI SIPRAL WOUND 3 IOR30080A	\$42.45	Turbine
G2-55654-13	GASKET SPL WND CGI 250A 300LB	\$164.61	Turbine
G2-55655-06	GASKET ANSI SPIRAL WOUND 2 IOR-400-50A	\$51.77	Turbine
G2-55656-05	GASKET SPIRAL WOUND 1 1/2 IOR-600-40	\$42.45	Turbine
MS-B31-A1602-1	SPRING WASHER M16	\$4.14	Turbine
MSF3-A150B1240	BOLT HEX HEAD M12 X 40	\$201.88	Turbine
MSF3-A150D1665	BOLT HEX HEAD M16 X 65	\$414.12	Turbine
MSF3-A160B1640	BOLT HEX SOCH LKWR M16X2.0X40.0L	\$60.05	Turbine
MSF3-A160B2050	SCREW HEX HEAD CAP M20 X 50	\$79.72	Turbine
MSF3-A160D1230	SCREW HEX SOC HEAD CAP M12 X 30	\$139.77	Turbine
MSF3-A160D1630	BOLT HEX SOCH LKWR M16X2.0X30.0L	\$184.28	Turbine
MSF3-A160G2470	SCREW HHCS M24X70 SCM435QT	\$82.82	Turbine
MSF3-A161N42115	SCREW CAP HEX SOCH M42X3X115	\$1,009.42	Turbine
MSF3-A161N42210	SCREW CAP HEX SOCH M42X3X210	\$3,054.14	Turbine
MSF3-A161N42210	SCREW CAP HEX SOCH M42X3X210	\$3,054.14	Turbine
MSF3-A161N4290	SCREW CAP HEX SOCH M42X90	\$1,967.07	Turbine
MSF3-A161N42A1	SCREW HEX HEAD CAP M42X110	\$1,967.07	Turbine
MSF3-A413S1200	NUT HEX M12	\$84.89	Turbine
MSF3-A413S1200	NUT HEX M12	\$84.89	Turbine
MSF3-A414A2000	HEX NUT M20	\$86.97	Turbine
MSF3-A414A2400	NUT HEX M24 X 3	\$264.00	Turbine
MSF3-A511S1200	WASHER PLAIN M12	\$43.48	Turbine
MSF3-A516S1600	WASHER TONGUE LOCK M16	\$6.21	Turbine
MSF3-C263S0200	GASKET SPL WND CGI 200A 300LB	\$193.81	Turbine
MSF3-C263S0200	GASKET SPL WND CGI 200A 300LB	\$193.81	Turbine
OG-01005-02	SHIM TORQUE PLATE	\$139.77	Turbine
OG-01005-02	SHIM TORQUE PLATE	\$139.77	Turbine
OG-02108-34	GASKET 10 300 CGI STYLE	\$201.88	Turbine
OG-02108-37	GASKET 12 CGI 150# 316L	\$199.81	Turbine
OG-03501-01	WASHER SET UN-NITRIDED 1.75	\$176.00	Turbine
OG-04000-19	BOLT STD BRUSH SEAL	\$52.80	Turbine
OG-04004-01	BOLT SHOULDER SEAL BRUSH R2	\$99.39	Turbine

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OG-04004-02	BOLT SHOULDER M8 X 1.25 L SEAL BRUSH R3	\$65.22	Turbine
OG-04011-01	BOLT STD M8 X 1.25 SEAL BRUSH R3	\$134.59	Turbine
OG-04011-01	BOLT STD M8 X 1.25 SEAL BRUSH R3	\$134.59	Turbine
OG-04013-01	PLATE SEAL & LOCK ROW 2	\$983.54	Turbine
OG-04013-02	PLATE SEAL OUTLET SIDE R2	\$983.54	Turbine
OG-04014-01	PLATE SEAL & LOCK R2	\$951.44	Turbine
OG-04014-01	PLATE SEAL & LOCK R2	\$951.44	Turbine
OG-04014-02	PLATE SEAL & LOCK R2	\$951.44	Turbine
OG-04014-02	PLATE SEAL & LOCK R2	\$951.44	Turbine
OG-04017-01	SCREW LOCK	\$40.38	Turbine
OG-04017-01	SCREW LOCK	\$40.38	Turbine
OG-04018-01	PLATE SEAL & LOCK R1	\$983.54	Turbine
OG-04018-02	PLATE SEAL AND LOCK R1	\$983.54	Turbine
OG-04019-01	PLATE SEAL & LOCK R3	\$983.54	Turbine
OG-04019-01	PLATE SEAL & LOCK R3	\$983.54	Turbine
OG-04019-02	PLATE SEAL AND LOCK R3	\$983.54	Turbine
OG-04020-01	PLATE SEAL & LOCK R4 BLADE	\$769.23	Turbine
OG-04020-02	PLATE SEAL & LOCK R4 BLADE	\$983.54	Turbine
OG-04041-01	PLATE INNER IGMT IC FWD	\$232.94	Turbine
OG-04042-04	BOLT STUD 2.75 MM X 17.000 LG	\$854.12	Turbine
OG-04042-06	BOLT STUD 2.75 X 20.50	\$880.01	Turbine
OG-04042-07	BOLT STUD 3.00 X 21.00	\$880.01	Turbine
OG-04042-08	BOLT STUD 2.00 X 13.25	\$957.65	Turbine
OG-04042-09	BOLT STUD 2.25 MMX14.000 LG	\$817.89	Turbine
OG-04042-10	BOLT STUD 1.75 MM X 36.5 LG	\$865.51	Turbine
OG-04042-11	BOLT STUD DOUBLE END 1 3/4 DIA A 1 3/4 D	\$905.89	Turbine
OG-04045-02	PLATE LOCKING 69.60X25.40X9.53T	\$143.91	Turbine
OG-04046-01	SCREW M42 X 3.00 X 150.00	\$2,277.66	Turbine
OG-04046-02	SCREW 42 X 3.00 X 255.00	\$2,841.90	Turbine
OG-04048-01	PIN SEAL R1 BLADE	\$99.39	Turbine
OG-04048-03	PIN STRAIGHT 6.35X130.5L	\$26.92	Turbine
OG-04050-54	WASHER STAR 3/4	\$5.18	Turbine
OG-04050-56	WASHER STAR 7/8 STAINLESS STEEL	\$6.85	Turbine
OG-04051-01	BOLT STUD 2.75 MM	\$1,288.95	Turbine
OG-04052-01	GASKET SPEC PURP SLD FLT CTLTA 31/4 ID X	\$54.87	Turbine
OG-04052-01	GASKET SPEC PURP SLD FLT CTLTA 31/4 ID X	\$54.87	Turbine
OG-04055-01	PIN TORQUE	\$750.59	Turbine
OG-04055-02	PIN TORQUE R2 R3	\$582.87	Turbine
OG-04055-03	PIN TORQUE R4	\$445.18	Turbine
OG-04058-01	PLATE SEAL R4 BLADE	\$1,135.72	Turbine
OG-04058-01	PLATE SEAL R4 BLADE	\$1,135.72	Turbine
OG-04058-01	PLATE SEAL R4 BLADE	\$1,135.72	Turbine
OG-04058-02	PLATE SEAL R4 BLADE	\$1,135.72	Turbine
OG-04058-02	PLATE SEAL R4 BLADE	\$1,135.72	Turbine
OG-04063-03	NUT M16 BOROSCOPE FLANGE	\$124.24	Turbine
OG-04066-36	HELICOIL 5/8 IN -18 X 0.938	\$33.13	Turbine

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OG-04068-17	HELICOIL INSERT 8 1.75	\$206.02	Turbine
OG-04069-01	DOWEL STUD 2-8 2.25	\$1,148.15	Turbine
OG-04081-45	HELICOIL M42 X 3	\$273.32	Turbine
OG-04186-01	GASKET FLEXPOR 4 11/16 X 5 X .125 THK	\$53.84	Turbine
OG-06037-01	BOLT STUD F 2.50 X 14.50BU	\$1,449.42	Turbine
T2-B0510-22	PLUG BALANCE M20X2.5X19.5L	\$411.08	Turbine

MI kit

Ref Dwg	Description	Unit Price	Ref kit
09-16171-M18C	NUT HEX M18 X 2.50	\$51.77	Major
09-16171-M30C	NUT HEX M30C X 3.5 10705AD	\$220.52	Major
09-16171-M33C	NUT HEX M33CX3.5 10705AD	\$177.04	Major
09-16187-M16C60	BOLT HEX M16CX60.0L	\$62.12	Major
09-16188-M12C25	BOLT HEX HEAD M12C X 25 10305DU	\$77.65	Major
09-16188-M16C70	BOLT HEX HEAD M16CX70 10305DU	\$142.87	Major
09-16188-M24C70	BOLT HEX HEAD M24C X 70 10305DU	\$142.87	Major
09-16191-M10C22	SCREW HEX SOCKET HEAD CAP M10CX22	\$155.30	Major
09-16191-M12C35	SCREW HSHC 10705BU-ST M12CX35	\$72.47	Major
09-16191-M24C75	SCREW HSHC 10305DU M24CX75	\$150.12	Major
09-16192-M16C45	SCREW HSHC 10705BU-ST M16CX45	\$181.18	Major
09-16192-M36C85	SCREW HSHC 10705BU-ST M36CX85	\$160.47	Major
09-16196-M24C70	BOLT HEX SOCH M24X3.0X70.0L	\$102.49	Major
09-16196-M24C85	SCREW HSHC 10305DU M24CX85	\$444.14	Major
09-16584-01	NUT 12PT W1.00	\$279.53	Major
09-18844-01	SCREW SLTD FLH M10X1.5X15.0L	\$66.26	Major
09-25225-07	PLUG BALANCE	\$113.88	Major
09-25755-02	SCREW LARGE SLOT HEAD	\$78.68	Major
09-34037-01	SPRING PLATE 19.0X6.0X385.0L	\$621.18	Major
09-34037-01	SPRING PLATE 19.0X6.0X385.0L	\$621.18	Major
09-36301-01	ROLLER IGV	\$1,748.62	Major
09-41065-02	BUSHING ECC 41.2X15.48X20.8L	\$192.57	Major
09-47165-02	PACKING	\$1,781.75	Major
09-51179-01	NUT HEX W2 1/4	\$341.65	Major
09-51179-02	NUT HEX W2	\$445.18	Major
09-54854-12	WASHER M24	\$134.59	Major
09-54854-12	WASHER M24	\$134.59	Major
09-54854-17	WASHER FLAT M39	\$411.08	Major
09-57611-02	BOLT HEX HEAD M24 X 58	\$292.99	Major
09-60649-01	BOLT DOWEL ACTUATING RING	\$214.31	Major
09-61024-01	FLANGE BEARING	\$47.62	Major
09-61025-01	BEARING	\$115.95	Major
09-61350-02	PIPE PLUG .250	\$32.09	Major
09-61385-57	O-RING	\$9.32	Major

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09-61385-58	O-RING	\$15.53	Major
09-61756-04	GASKET	\$121.13	Major
09-61756-04	GASKET	\$121.13	Major
31-42402-05	WASHER FLAT W1.00	\$108.71	Major
31-42402-07	WASHER NITRIDED 1.25	\$108.71	Major
31-42402-08	WASHER 1.375	\$274.05	Major
31-42402-09	WASHER PLAIN 1 1/2	\$134.59	Major
31-42402-10	WASHER 1.625	\$97.32	Major
31-42402-10	WASHER 1.625	\$97.32	Major
31-42402-12	WASHER FLAT 80.0X50.0X5.0	\$139.77	Major
4211C59001	SPRING COMPRESSION	\$1,236.15	Major
CT-00089-02	NUT EXTENSION 1.50 X 4.12	\$652.24	Major
CT-00093-01	NUT HEX SOCKET 2.00 X 5.00	\$745.42	Major
CT-00094-01	GASKET	\$264.00	Major
CT-00094-01	GASKET	\$264.00	Major
CT-00136-01	SCREW M45 X 3 X 240	\$3,312.96	Major
CT-00137-01	SCREW SOC HD ALT	\$277.46	Major
CT-00137-02	SCREW M22 X 2.50 X 70.00	\$258.83	Major
CT-00137-04	SCREW SOCKET HEAD ALT	\$107.67	Major
CT-00137-05	BOLT SOCKET HEAD M20X75	\$285.74	Major
CT-00137-08	BOLT M20X160	\$103.53	Major
CT-00137-11	SCREW M48 X 3.00 X 245.00	\$755.77	Major
CT-00147-04	WASHER .750	\$31.06	Major
CT-00149-03	BOLT HEX HEAD .750 X 2.00	\$7.25	Major
CT-00327-01	BOLT M36 X 3.00 X 305.00	\$983.54	Major
CT-00327-02	DOWEL BOLT M30 X 3.50 X 190.00	\$417.23	Major
CT-00338-05	PIN STRAIGHT 20.00 X 90.00	\$196.71	Major
CT-00401-01	BOLT M39 X 3.00 X 715.00	\$880.01	Major
CT-00402-01	DOWEL THRD TPR M20 25.00 X 125.00	\$465.89	Major
CT-00402-02	DOWEL TPR W/M20 BDY & M16 THRD L=95	\$395.48	Major
CT-00403-06	NUT HEX M16 X 2.00	\$46.59	Major
CT-00409-01	BOLT HEX HEAD 5/8 - 11 UNC X 1.88	\$185.32	Major
CT-00409-02	BOLT HEX LKWR W.50XW2.25L	\$334.95	Major
CT-00409-02	BOLT HEX LKWR W.50XW2.25L	\$334.95	Major
CT-00410-01	BOLT HEX HEAD M20 X 2.5 X 80	\$215.34	Major
CT-00410-03	BOLT M20 X 2.50 X 65.00	\$202.92	Major
CT-00410-04	SCREW M24 X 3.00 X 45.00	\$51.77	Major
CT-00411-01	SEAL TORQUE TUBE SET = 6PCS	\$10,974.18	Major
CT-00411-01	SEAL TORQUE TUBE SET = 6PCS	\$10,974.18	Major
CT-00412-01	GASKET	\$49.69	Major
CT-00412-01	GASKET	\$49.69	Major
CT-00413-01	SCREW M16 X 2.00 X 45.00	\$78.68	Major
CT-00414-01	BOLT HEX HEAD ENG A193B7HV 3/410 X 3.25	\$7.25	Major
G0-02271-06	BOLT STUD DOWEL M20 X 105	\$242.26	Major
G0-02271-07	NUT HEX M24X3	\$186.35	Major
G0-02271-08	NUT HEX M20X2.5	\$196.71	Major

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G0-02274-08	NUT HEX M30 X 3.5	\$182.21	Major
G0-02393-04	BOLT STUD 2.25 X 14.00	\$880.01	Major
G0-02393-05	BOLT DOUBLE NUT 9W X 340L	\$425.51	Major
G0-02393-07	BOLT M39 X 3.00 X 317.00	\$331.30	Major
G0-02393-11	SCREW M39 X 3.00 X 155.00	\$221.55	Major
G0-02393-14	BOLT M30 X 3.50 X 270.00	\$652.24	Major
G0-02393-15	NUT EXTENSION 2 1/4 X 4 1/2	\$848.95	Major
G0-02393-16	NUT EXTENSION 2.00 X 120L	\$197.74	Major
G0-02393-17	NUT M39 X 3.00 X 110.00	\$262.97	Major
G0-02393-17	NUT M39 X 3.00 X 110.00	\$262.97	Major
G0-02393-20	NUT HEX M48 X 3.00	\$320.94	Major
G0-02393-21	NUT HEX M39X3.00	\$284.71	Major
G0-02396-05	NUT HEX M12X1.75	\$155.30	Major
G0-02491-26	STUD 2.00 X 8.50	\$817.89	Major
G0-02585-07	O-RING AS568-428 FKM	\$17.60	Major
G0-02850-05	BOLT M16 X 2.00 X 60.00	\$105.60	Major
G0-02850-25	SCREW M16 X 2.00 X 45.00	\$93.18	Major
G0-02850-27	SCREW M30 X 3.50 X 130.00	\$209.13	Major
G0-02850-32	DOWEL TAPER M24 X 3	\$279.53	Major
G0-02850-36	DOWEL BOLT DOUBLE NUT M27 X 3	\$880.01	Major
G0-02850-37	BOLT DOWEL METRIC	\$672.95	Major
G0-02850-47	NUT HEX M24 X 3.00	\$147.01	Major
G0-02850-48	NUT M18	\$111.81	Major
G0-02850-48	NUT M18	\$111.81	Major
G0-02850-50	NUT M45X3X90	\$279.53	Major
G0-02850-62	PIN SPECIAL	\$233.98	Major
G0-03172-01	SCREW M20 X 2.50 X 60.00	\$162.54	Major
G0-03172-02	SCREW HEX HEAD ALT	\$176.00	Major
G0-03172-82	SCREW M39X3.0X180.0	\$219.48	Major
G0-03172-83	NUT HEX M39X3.0	\$243.30	Major
G0-03172-85	SCREW M45X3.00X125.00	\$434.83	Major
G0-03172-87	SCREW SOCKET HEAD 1.75X4.00	\$310.59	Major
G0-03172-88	SCREW M45X3.00X185.00	\$326.12	Major
G0-03172-89	NUT EXTENSION M45 X 3 X 105	\$459.67	Major
G0-03172-91	BOLT STUD 1.75 X 9.75	\$406.87	Major
G0-03172-A6	SCREW M39X3.00X105.00	\$197.74	Major
G0-03175-01	PIN STOP 15.4X28.75L	\$75.58	Major
G0-03250-04	PIN TAPER	\$155.30	Major
G0-03278-02	NUT EXTENSION 1.50 X 3.75	\$393.41	Major
G0-03278-08	STUD 2.50 X 13.25	\$880.01	Major
G0-03278-11	STUD 3.00 X 15.75	\$983.54	Major
G0-03278-21	DOWEL TAPER M24 X 3.00	\$476.24	Major
G0-03278-22	DOWEL TAPER M24 X 3.00	\$593.23	Major
G0-03278-24	BOLT STUD 2.00 X 6.50	\$427.58	Major
G0-03278-27	BOLT STUD 2.25 X 9.00	\$472.10	Major
G0-03278-37	BOLT STUD METRIC SPECIAL	\$569.42	Major

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G0-03278-43	BOLT SOC HD	\$434.83	Major
G0-03278-45	BOLT STUD METRIC SPECIAL	\$258.83	Major
G0-03387-01	SCREW RETAINING M12 X 1.75	\$64.19	Major
G0-03387-01	SCREW RETAINING M12 X 1.75	\$64.19	Major
G0-03387-02	SCREW RETAINING M10 X 1.50	\$113.88	Major
G0-03387-02	SCREW RETAINING M10 X 1.50	\$113.88	Major
G0-03387-02	SCREW RETAINING M10 X 1.50	\$113.88	Major
G0-04307-07	NIPPLE GREASE A-R1/8 S15C	\$18.64	Major
G0-04369-02	SCREW M39X3.00X235.00	\$486.59	Major
G0-04369-02	SCREW M39X3.00X235.00	\$486.59	Major
G0-04369-04	SCREW M39X3.00X145.00	\$362.36	Major
G0-12539-06	PIN TAPER	\$388.24	Major
G1-17669-07	BOLT STUD 1.50 X 20.00	\$362.36	Major
G1-17669-15	SCREW SOCKET HEAD	\$191.53	Major
G1-17676-08	DOWEL PILLOW SHORT 1.50	\$164.61	Major
G1-17676-09	SCREW M12 X 1.75 X 35.00	\$66.26	Major
G3-51430-01	SCREW SLTD FLH M20X2.5X25.0L	\$82.82	Major
MSF3-A142C1225	SCREW M12X1.75X25.00	\$3.11	Major
MSF3-A150D1225	BOLT HEX LKWR M12X1.75X25.0L	\$46.59	Major
MSF3-A150D1225	BOLT HEX LKWR M12X1.75X25.0L	\$46.59	Major
MSF3-A150D1670	BOLT M16 X 2.00 X 70.00	\$161.51	Major
MSF3-A150D2480	BOLT HEX HEAD M24X80	\$165.65	Major
MSF3-A160D1022	SCREW HEX HEAD CAP M10 X 22	\$93.18	Major
MSF3-A160D1235	SCREW HEX HEAD CAP SOCKET M12 X 35	\$47.62	Major
MSF3-A160D1235	SCREW HEX HEAD CAP SOCKET M12 X 35	\$47.62	Major
MSF3-A160D2475	SCREW HEX HEAD SOC CAP M24X75	\$232.94	Major
MSF3-A160D2480	SCREW CAP HEX SOCKET HEAD M24 X 3 X 80	\$238.12	Major
MSF3-A160D2480	SCREW CAP HEX SOCKET HEAD M24 X 3 X 80	\$238.12	Major
MSF3-A160D3385	SCREW HHCS 10305DU M33X85	\$306.45	Major
MSF3-A160D33A1	SCREW HEX HEAD SOC CAP M33X110	\$571.49	Major
MSF3-A160D33A4	SCREW HEX HEAD SOCKET CAP M33 X 140	\$362.36	Major
MSF3-A160G2470	SCREW HHCS M24X70 SCM435QT	\$82.82	Major
MSF3-A160N36B5	SCREW M36 X 4 X 250	\$2,616.20	Major
MSF3-A411Z1200	NUT HEX CL1 M12X1.75	\$70.04	Major
MSF3-A412H1600	NUT HEX M16	\$228.38	Major
MSF3-A412H2400	NUT HEX M24	\$77.65	Major
MSF3-A412H2400	NUT HEX M24	\$77.65	Major
MSF3-A412H3000	NUT HEX M30	\$383.06	Major
MSF3-A414A1200	HEX NUT M12	\$108.71	Major
MSF3-A414A3000	NUT HEX M30 X 3.5 ALT	\$362.36	Major
MSF3-A414A3300	NUT HEX M33 X 3.5 ALT	\$201.88	Major
MSF3-A414A3600	HEX NUT M36	\$216.38	Major
MSF3-A414G3000	NUT HEX M30 X 3.5	\$155.30	Major
MSF3-A421Z1600	NUT HEX M16 X 2	\$63.15	Major
MSF3-A421Z1600	NUT HEX M16 X 2	\$63.15	Major
MSF3-A454A36A0	NUT M36 X 3 X 100	\$445.18	Major

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MSF3-A455A2470	NUT EXTENSION M24 X 3.00	\$932.81	Major
MSF3-A511S1600	WASHER PLAIN M16	\$101.46	Major
MSF3-A713J1340	PIN TAPER A M13X40	\$269.18	Major
MSF3-A713J2050	PIN TAPER A M20X50	\$368.57	Major
MSF3-A726Z13100	PIN SPRING	\$41.41	Major
MSF3-A726Z13100	PIN SPRING	\$41.41	Major
MSF3-A726Z13A0	PIN SPRING 13.0X100.0L	\$31.06	Major
MSF3-A731S0440	PIN SPLIT 4.0X40.0L	\$15.53	Major
MSF3-A731S0440	PIN SPLIT 4.0X40.0L	\$15.53	Major
OG-01117-01	BOLT STUD M12 X 80	\$227.77	Major
OG-01117-02	STUD M20 X 2.50 X 95.0	\$150.12	Major
OG-01117-03	STUD M24 X 3.0 X 105	\$155.30	Major
OG-01117-04	STUD M30 X 3.5 X 120.0	\$394.45	Major
OG-02094-17	HELICOIL 1.5D 1.3/4 - 8 X 2.625	\$79.72	Major
OG-02094-17	HELICOIL 1.5D 1.3/4 - 8 X 2.625	\$79.72	Major
OG-03002-01	BOLT COUPLING 2.13X10.750	\$528.00	Major
OG-03002-02	NUT COUPLING	\$201.88	Major
OG-03005-01	WASHER .750 NITRIDED	\$91.11	Major
OG-03005-02	WASHER 0.625	\$122.17	Major
OG-03006-01	SCREW SHOULDER .750 X 1.50	\$114.92	Major
OG-03006-01	SCREW SHOULDER .750 X 1.50	\$114.92	Major
OG-03006-03	BOLT SELF LOCKING 1.00 X 3.00	\$406.87	Major
OG-03006-03	BOLT SELF LOCKING 1.00 X 3.00	\$406.87	Major
OG-03015-10	NUT SLOTTED M30X3.50	\$142.87	Major
OG-03016-34	NUT HEX .750	\$11.39	Major
OG-03017-01	STUD DOWEL M24 27 X 140	\$465.89	Major
OG-03017-02	BOLT STUD DOWEL M24 27 X 120	\$352.00	Major
OG-03018-01	BOLT HEX HD M16	\$294.03	Major
OG-03020-31	NUT LOCK	\$248.47	Major
OG-03506-01	WASHER PLAIN M30	\$88.00	Major
OG-03506-04	WASHER TYPE 2 M20	\$142.87	Major
OG-03506-05	WASHER FLAT M20	\$31.06	Major
OG-03508-01	DOWEL PILLOW 16.00 X 25.00	\$196.71	Major
OG-04042-01	BOLT STUD 2.50 X 14.50	\$880.01	Major
OG-04042-02	BOLT STUD 2.50 X 17.25	\$859.30	Major
OG-04042-03	BOLT STUD 2.50X20.00	\$1,190.60	Major
OG-04046-03	SCREW M16 X 2.00 X 30.00	\$181.18	Major
OG-04050-56	WASHER STAR 7/8 STAINLESS STEEL	\$6.85	Major
OG-04050-57	WASHER STAR 1	\$5.18	Major
OG-04062-15	NUT HEX M20 X 2.50	\$154.26	Major
OG-04062-20	NUT HEX M24 X 3.0	\$170.82	Major
OG-04064-07	NUT HEX M27 X 3.00	\$201.88	Major
OG-05501-21	NUT LOCKING M20 X 2.5 FULL HEIGHT	\$289.88	Major
OG-05505-01	WASHER LOCK M12	\$24.85	Major
OG-06036-01	BOLT METRIC SPECIAL	\$641.89	Major
OG-06036-02	WASHER PLAIN	\$170.82	Major

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OG-06036-02	WASHER PLAIN	\$170.82	Major
OG-06036-03	WASHER - ROLLER	\$167.72	Major
OG-06036-04	WASHER 70.0X32.5X10.4T	\$0.00	Major
OG-07005-01	KEY LOCKING CLOSING R1 RHS	\$202.92	Major
OG-07005-02	KEY LOCKING CLOSING R2 RHS	\$241.22	Major
OG-07005-03	KEY LOCKING CLOSING R3 RHS	\$219.48	Major
OG-07005-04	KEY LOCKING CLOSING R4 RHS	\$235.01	Major
OG-07005-05	KEY LOCKING CLOSING R5 RHS	\$189.46	Major
OG-07005-06	KEY LOCKING CLOSING R6 RHS	\$301.27	Major
OG-07005-07	KEY LOCKING CLOSING R1 LHS	\$198.78	Major
OG-07005-08	KEY LOCKING CLOSING R2 LHS	\$227.77	Major
OG-07005-09	KEY LOCKING CLOSING R3 LHS	\$229.84	Major
OG-07005-10	KEY LOCKING CLOSING R4 LHS	\$225.70	Major
OG-07005-11	KEY LOCKING CLOSING R5 LHS	\$445.18	Major
OG-07005-12	KEY LOCKING CLOSING R6 LHS	\$445.18	Major
OG-07006-01	KEY LOCKING CLOSING R7 RHS	\$179.11	Major
OG-07006-02	KEY LOCKING CLOSING R7 LHS	\$170.82	Major
OG-07007-01	KEY LOCKING CLOSING R8 RHS	\$183.25	Major
OG-07007-02	KEY LOCKING CLOSING R9 RHS	\$274.35	Major
OG-07007-03	KEY LOCKING CLOSING R10 RHS	\$274.35	Major
OG-07007-04	KEY LOCKING CLOSING R11 RHS	\$178.07	Major
OG-07007-05	KEY LOCKING CLOSING R8 LHS	\$323.01	Major
OG-07007-06	KEY LOCKING CLOSING R9 LHS	\$231.91	Major
OG-07007-07	KEY LOCKING CLOSING R10 LHS	\$265.04	Major
OG-07007-08	KEY LOCKING CLOSING R11 LHS	\$170.82	Major
PH-01176-01	ROW 12 CLOSING KEY RHS	\$584.94	Major
PH-01176-02	ROW 13 CLOSING KEY RHS	\$584.94	Major
PH-01176-03	ROW 14 CLOSING KEY RHS	\$584.94	Major
PH-01176-04	KEY CLOSING R15 RHS	\$584.94	Major
PH-01176-05	ROW 16 CLOSING KEY RHS	\$584.94	Major
PH-01176-06	ROW 12 CLOSING KEY LHS	\$576.66	Major
PH-01176-07	ROW 13 CLOSING KEY LHS	\$576.66	Major
PH-01176-08	ROW 14 CLOSING KEY LHS	\$576.66	Major
PH-01176-09	ROW 15 CLOSING KEY LHS	\$576.66	Major
PH-01176-10	ROW 16 CLOSING KEY LHS	\$576.66	Major

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EXHIBIT 8

LABOR RATES FOR COLLATERAL DAMAGE REPAIR AND EXTRA WORK

<u>Classification</u>	<u>ST/Hr</u>	<u>OT/Hr</u>	<u>Sun./Holidays</u>
Field Project Manager	\$260.17	\$390.26	\$520.34
Specialty Engineer	\$238.93	\$358.40	\$477.86
Project Engineer	\$217.69	\$326.54	\$435.39
Specialty Services Technician	\$165.93	\$248.89	\$331.85
Project Supervisor	\$143.36	\$215.04	\$286.72
Technician	\$84.95	\$127.43	\$169.91

- Domestic travel time will be invoiced at 8 hours for each travel day at the applicable rate.
- The ST/Hr rate is applicable for up to 8 hours/day on weekdays (Mon. – Fri.).
- The OT/Hr rate is applicable for time in excess of 8 hours on weekdays, and all hours on Saturdays.
- The Sunday/Holidays rate (DT/Hr) is applicable for time in excess of 12 hours, and all hours on Sundays and MHPS Holidays.
- Rates for working night shifts are an additional 10%.
- Union craft labor rates will be quoted as requested.
- Standby time will be billed at applicable ST/OT/DT for the time period during which it was necessary to maintain designated personnel in a standby status. Minimum billing for standby time is 8 hours ST and 4 hours minimum for OT/DT

Description of Service Classifications

<u>Classification</u>	<u>Description</u>
Field Project Manager	Project Manager role. Typical responsibilities include on site single point contact for the purchaser to the Mitsubishi organization, project schedule development and performance, coordination, direction, and productivity of the project work force, workmanship, etc. The Field Project Manager assumes responsibility for the preplanning activities such as schedule development, selection and mobilization of the tools, equipment, subcontractors, work force, etc.
Specialty Engineer	The Specialty Engineer provides troubleshooting support and technical direction as required for unit balancing; control system maintenance (including tuning); and electrical systems testing, maintenance, and repair (generators, exciters, voltage regulators, etc.).
Project Engineer	The Project Engineer provides technical direction and assistance during unit maintenance and repair. The Project Engineer has access to the latest OEM technical information and recommendations. The Project Engineer provides direction for acquisition of disassembly and assembly data as well as recommendations for adjustments, repairs, etc.

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Classification	Description
Specialty Services Technician	The Specialty Services Technician is trained, experienced, and skilled to perform certain activities not limited to blading, NDE, generator repairs, seal stripping, field machining, and specialized alignment.
Project Supervisor	The Project Supervisor assumes the responsibilities associated with direction of the work force. The Project Supervisor takes overall direction from the Field Project Manager and provides direct supervision to the Technicians. The Project Supervisor is responsible for the preparation and coordination of the resources for each activity, as well as productivity and workmanship of the Technicians.
Technician	The Technician is responsible for the performance of the maintenance and repair activities. The Field Technician is experienced with disassembly, inspection, repair, and assembly activities associated with turbine/generator equipment.

Expenses

1. Travel expenses such as airfare (Business class for international flights), taxi, rental car, etc., will be invoiced at actual cost plus 10%.
2. A per diem of \$331.85 per day will be invoiced to cover food / incidentals, lodging, and rental car.
3. Expenses for passports, visas, etc., in connection with travel preparation will be invoiced at actual cost. Advanced customer agreement will be obtained regarding international travel preparation cost.
4. Telephone, fax, communications will be invoiced at actual cost.

Tools, Materials and Services

1. The turbine maintenance tool sets will be invoiced at \$1,592.88/day (COMB), \$2,256.58/day (Turbine / Major) portal to portal.
2. Borescope rental separate from tool sets will be invoiced at \$796.44/day.
3. Freight charges will be invoiced at actual cost plus 20%
4. Subcontracted services (crane, dustblast, NDE, insulation services, etc.) will be invoiced at actual cost plus 25%.
5. Materials and rental items (air compressor, office, industrial supplies, consumable material such as rags, etc) will be invoiced at actual cost plus 25%.

MHPS Holiday Schedule

New Year's Day	Thanksgiving Day
Memorial Day	Good Friday
Friday after Thanksgiving	Observed Independence Day
Christmas Eve Day	Independence Day
Christmas Day	Labor Day
New Year's Eve	

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EXHIBIT 9

EQUIVALENT FIRED HOURS/EFFECTIVE STARTS FORMULA

Definitions

Definitions for the specific inputs to the EFH and ES formula are provided in this section, followed by the formula.

“Load rejection”

Definition: A condition that either partial load or full load is rejected. At this time, the gas turbine is transferred into no load operation at the rated speed.

Load rejection is used in the formula as: “LR”.

This is a factor to convert load rejections into effective starts. This factor considers the effect of rapid cooling of turbine and combustor components when subjected to an instantaneous load change. The resultant factor considers a rejection from full load to be 6 times more severe than a normal start-up shut-down and the “LR” factor for a partial load rejection reduced accordingly as shown on Figure C-1.

“Trip”

Definition: A condition where a gas turbine has an emergency shutdown resulting in an immediate rejection of load and shutoff of fuel supply to the combustors when operating at either part load or full load. A stop from no load operation and a stop after more than five (5) minutes from de-synchronization are not considered trips. A stop within five (5) minutes from load rejection (or rapid load change) is considered as a “trip”.

Trip is used in the formula as: “Tj”

This is a factor to convert the effect of trips into effective starts. Figure C-2 shows the magnitude of Tj as a function of the load level at the time the trip occurs. For example, the factor is 10 if the unit trips from full load. The factor is determined based on stress analysis considering thermal transients caused by a trip from any load as shown in Figure C-2.

“Tj” is the ratio of low cycle fatigue life between a normal start & stop cycle and a start & trip cycle.

“Rapid load change”

Definition: A condition under which the load of the gas turbine changes, either up or down, faster than the normal load change rate. Cases in which load change rate does not exceed 8%/min. or load change range does not exceed 10% of the full load are considered to be normal operation and do not significantly influence hot parts life or inspection intervals. When an inevitable situation forces rapid and large load changes, those changes on the hot parts should be estimated by applying the factor “LCj” shown in Figure C-3

A load rejection, trip and rapid load change should be counted if the interval between each phenomenon is longer than 5 minutes. For example, if a trip occurs within five (5) minutes of a load rejection, only the trip is counted.

A rapid load change is represented in the formula as: “LCj”

Correction factor for fuel “FF”

For gas firing, the Equivalent Fired Hours and Effective Starts calculated are multiplied by a correction factor of 1.00 and for oil firing, by a correction factor of 1.25.

Correction factor for steam injection “SI”

Steam augmentation is used to increase power. The “SI” multiplier shall be applied to actual operating hours with steam injection because of the larger thermal conductivity of steam. “SI” is a function of Steam/Fuel mass ratio (S/F) and calculated in the equation below.

$$SI=1+0.1785714 (S/F) \text{ [Max. } S/F=1.4]$$

When injecting steam for power augmentation, firing temperature shall be decreased. If firing temperature is not decreased, a maximum factor of 1.8 will be applied.

“Fast Start”

A fast start is a gas turbine start during which the loading rate is greater than eight percent (8%) per minute and is considered as a rapid load change.

EFH, ES FORMULA

- ① The Equivalent Fired Hours during the inspection interval (EFHi)

$$EFHi = HGi + HLi \times FF + (HGSi + HLSi \times FF) \times SI$$

HGi : Actual operating hours for Gas Fuel Operation without steam injection during the inspection interval "i".

HLi : Actual operating hours for Liquid Fuel Operation without steam injection during the inspection interval "i".

HGSi : Actual operating hours for Gas Fuel Operation with Steam Injection during the inspection interval "i".

HLSi : Actual operating hours for Liquid Fuel Operation with Steam Injection during the inspection interval "i".

FF : Fuel Factor (= 1.00 for gas and 1.25 for distillate oil)

SI : Steam Injection Factor (Refer to Definitions for Si)

- ② Number of Effective Starts during the inspection interval (ESi).

$$ESi = \left(\sum_{j=1}^{Ni} (FF) \right) + \sum_{j=1}^{Bi} (LRj) + \sum_{j=1}^{Ci} (Tj) + \sum_{j=1}^{Di} (LCj)$$

Ni : Number of actual starts during the inspection interval "i".

FF : Correction Factor for Fuel Factor.

Bi : Number of Load Rejections during the inspection interval "i".

LRj : Correction Factor for Number of Load Rejections. (Refer to Figure C-1.)

In case that this event occurs during Liquid Fuel Operation, *LRj* shall be corrected as follows.

$$LRj = LRj \times FF$$

Ci : Number of Trips during the inspection interval "i".

Tj : Correction Factor for Number of Trips. (Refer to Figure C-2.)

In case that this event occurs during Liquid Fuel Operation, *Tj* shall be corrected as follows.

$$Tj = Tj \times FF$$

Di : Number of Rapid Load Changes during the inspection interval "i".
LCj : Correction Factor for Number of Rapid Load Changes. (Refer to Figure C-3.)
In case that this event occurs during Liquid Fuel Operation, *LCj* shall be corrected as follows.

$$LC_j = LC_j \times FF$$

FF : Fuel Factor (= 1.00 for gas and 1.25 for distillate oil)
SI : Steam Injection Factor (Refer to Definitions for *SI*)

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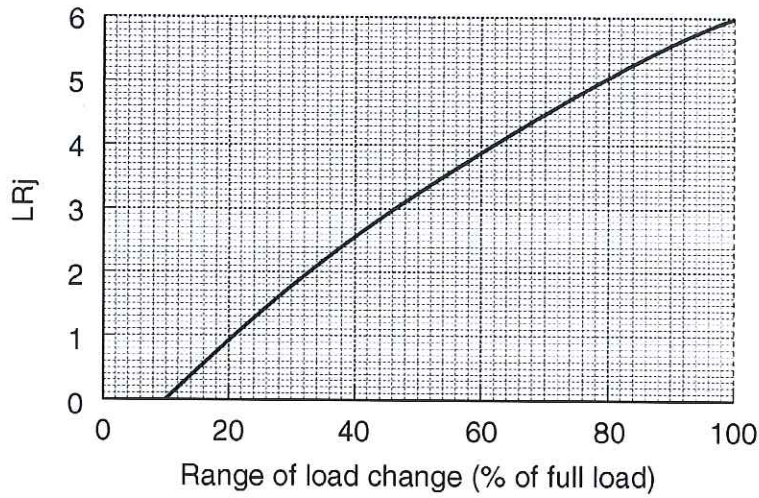


Figure C-1 Correction Factor for Load Rejections (LRi)

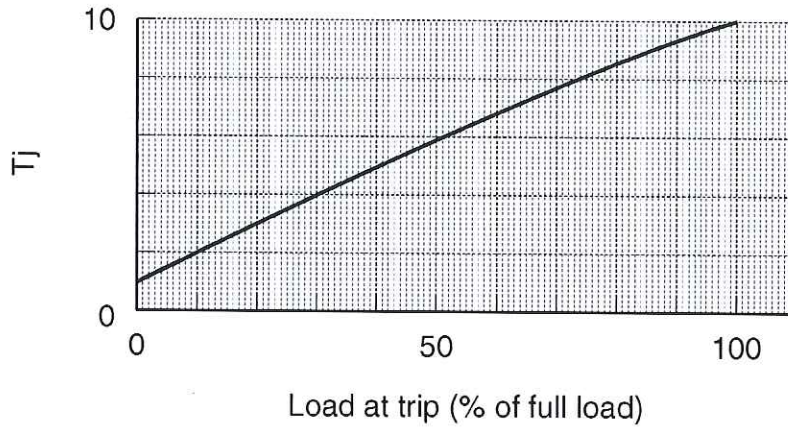


Figure C-2 Correction Factor for Trips (Tj)

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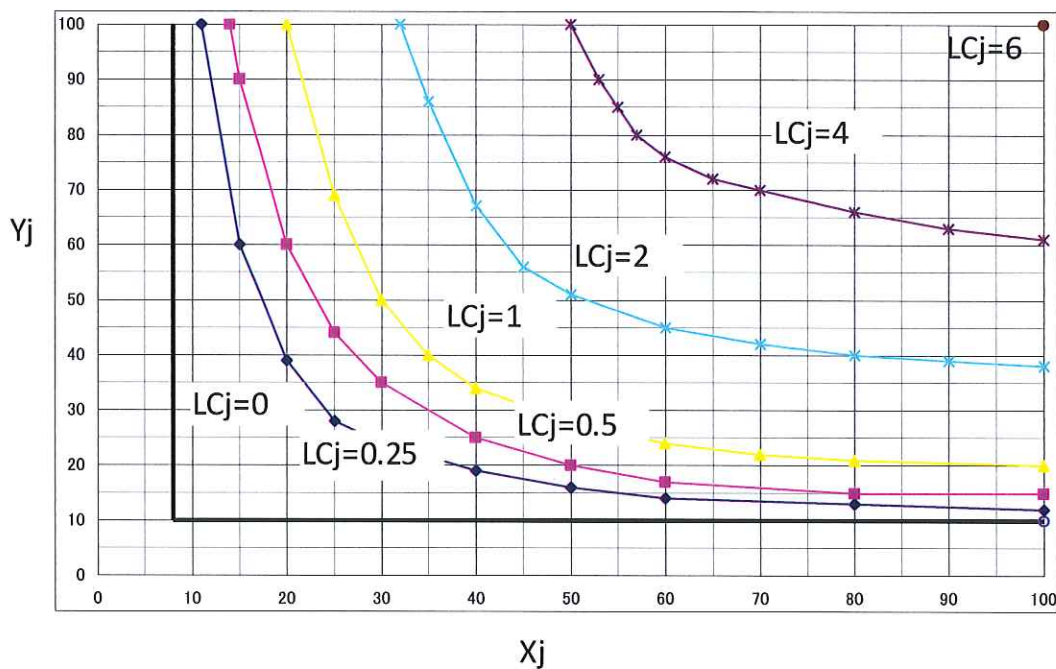


Figure C-3 Correction Factor for Rapid Load Changes (LCj)

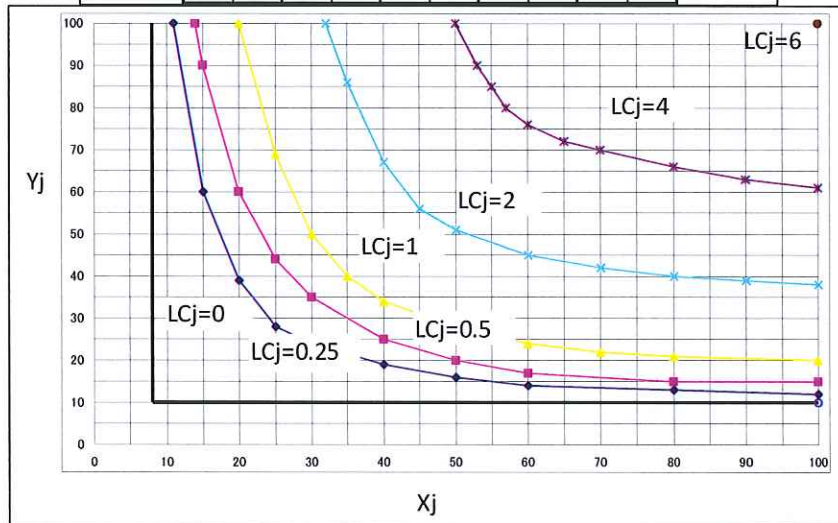
Correction factor for Number of Rapid Load Changes (LCj) can be determined by the following procedure.

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Handwritten signatures and initials in blue ink.

Approach for interpolation of LC_j

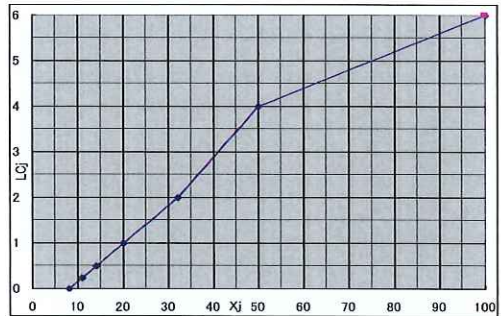
LCj	0	LCj	0.25	LCj	0.5	LCj	1	LCj	2	LCj	4	LCj	6
Xj	Yj	Xj	Yj	Xj	Yj	Xj	Yj	Xj	Yj	Xj	Yj	Xj	Yj
8	100	11	100	14	100	20	100	32	100	50	100	100	100
8	10	15	60	15	90	25	69	35	86	53	90		
100	10	20	39	20	60	30	50	40	67	55	85		
		25	28	25	44	35	40	45	56	57	80		
		30	24	30	35	40	34	50	51	60	76		
		40	19	40	25	50	28	60	45	65	72		
		50	16	50	20	60	24	70	42	70	70		
		60	13	60	17	70	22	80	40	80	66		
		80	13	80	15	80	21	90	39	90	63		
		100	12	100	15	100	20	100	38	100	61		



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STEP 1

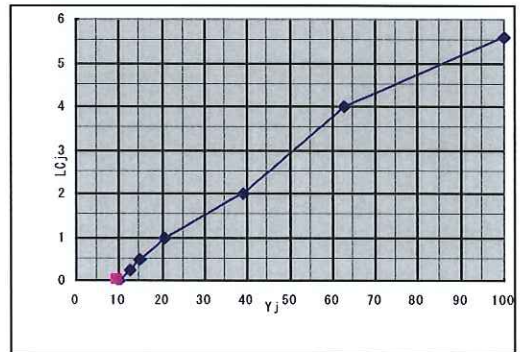
- Determine the value of LC_j for each X_j when $Y_j = 100$ by linear interpolation and define the function of LC_j ($Y_j=100$) as shown in the right graph.



STEP 2

Determine the value of LC_j for each Y_j when X_j is specified, For example, in the right graph 90 is specified as X_j .

Then, specify Y_j and determine LC_j by using this graph.



Nomenclature	X_j : Load Change rate (%/min)
	Y_j : Range of Load Change (%)

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EXHIBIT 10

COVERED PARTS REPAIR / REFURBISHMENT PRICE LIST

E10.1 Repair Price List

		Unit Price Repair (US\$)			
		I&A	Class A	Class B	Class C
Fuel Nozzle Assy DF-42 (FO)		4,247.68	9,557.28	11,973.15	N/A
Combustor Baskets		6,577.27	9,159.06	10,619.20	13,008.52
Transition Pieces		9,291.80	11,946.60	13,937.70	19,061.46
Transition Seals		597.33	2,017.65	2,780.90	N/A
Turbine Blades	R1	4,260.95	7,606.00	10,406.82	13,220.90
	R2	5,196.77	8,966.59	12,205.44	15,178.82
	R3	4,765.37	9,285.16	12,935.51	16,990.72
	R4	4,765.37	9,477.64	13,134.62	17,189.83
Turbine Vanes	R1	1,042.01	4,811.83	6,617.09	9,590.47
	R2	1,042.01	4,811.83	6,617.09	9,590.47
	R3	1,121.65	2,707.90	4,128.21	5,422.43
	R4	1,121.65	1,725.62	4,128.21	5,422.43
Turbine Ring Segments	R1	789.80	2,462.33	3,610.53	4,639.26
	R2	789.80	2,462.33	3,610.53	4,639.26
	R3	676.97	4,685.72	N/A	N/A
	R4	676.97	4,685.72	N/A	N/A

Notes:

1. Inspect and Advice (I&A) price credited toward Repair Price
2. Transportation of parts to be repaired / refurbished from Site to Repair Facility and from Repair Facility to Site will be charged at actual cost plus a 17% administrative fee.

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E10.2 Covered Parts Repair Scope

Part	Qty./ Unit	Inspect & Advise	Class A	Class B	Class C
		Scope	Scope	Scope	Scope
Nozzles	16	Receive & Document Visually Inspect NDE Engineering Review Quotation - Price & Schedule	Minor weld repair Inspect Flow Check Prepare Report Pack for shipment	Replace nozzle tips Inspect Flow Check Prepare Report Pack for shipment	
Baskets	16	Receive & Document Visually Inspect Remove Coating NDE Engineering Review Quotation - Price & Schedule	Apply coating Inspect Prepare report Pack for shipment	Replace spring clips as required Minor weld repair Apply coating Inspect Prepare report Pack for shipment	Heavy weld repair Apply coating Inspect Prepare report Pack for shipment
Transitions	16	Ditto	Ditto	Minor weld repair Apply coating Inspect Prepare report Pack for shipment	Major weld repair Machine Apply coating Inspect Prepare report Pack for shipment
Transitions Seals	32	Receive & Document Visually Inspect NDE Engineering Review/ Quotation - Price & Schedule	Correct deformation Inspect Prepare report Pack for shipment	Correct Deformation Weld Repair Indications Inspect Prepare Report Pack for Shipment	
R1 Vanes	32	Receive & Document Visually Inspect Remove Inserts Remove Coating NDE Engineering Review Quotation - Price & Schedule	Apply coating Install Inserts Inspect Prepare report Pack for shipment	Minor weld repair Minor distort correct Apply coating Install inserts Inspect Prepare report Pack for shipment	Minor weld repair Major distort correct Apply coating Install inserts Inspect Prepare report Pack for shipment

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Part	Qty./ Unit	Inspect & Advise			
		Scope	Class A Scope	Class B Scope	Class C Scope
R2 Vanes	24	Ditto	Ditto	Ditto	Ditto
R3 Vanes	16	Ditto	Ditto	Ditto	Ditto
R4 Vanes	14	Ditto	Ditto	Ditto	Ditto
R1 Blades	72	Ditto	Blending Apply coating Inspect Prepare report Pack for shipment	Minor tip weld Repair (non-structural) Blending Apply coating Inspect Prepare report Pack for shipment	Major tip weld Repair (structural) Blending Apply coating Inspect Prepare report Pack for shipment
R2 Blades	66	Ditto	Ditto	Ditto	Ditto
R3 Blades	112	Ditto	Ditto	Seal rail repair Blending Apply coating Inspect Prepare report Pack for shipment	Seal rail repair Z-notch repair Blending Apply coating Inspect Prepare report Pack for shipment
R4 Blades	100	Ditto	Ditto	Ditto	Ditto
R1 Ring Segments	48	Ditto	Ditto	Minor weld repair Blending Apply coating Inspect Prepare report Pack for shipment	Major weld repair Blending Apply coating Inspect Prepare report Pack for shipment
R2 Ring Segments	48	Ditto	Ditto	Ditto	Ditto

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Part	Qty./ Unit	Inspect & Advise	Class A	Class B	Class C
		Scope	Scope	Scope	Scope
R3 Ring Segments	32	Receive & Document Visually Inspect NDE Engineering Review Quotation - Price & Schedule	Refurbish honeycomb Inspect Prepare report Pack for shipment		
R4 Ring Segments	28	Ditto	Ditto		

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E10.2 Covered Parts Standard Repair and Return Times

	No./ Unit	Delivery Period Months			
		RCR	A	B	C
Fuel Nozzles	16	2	1.5	4.5	N/A
Support Housing	16	2	1.5	4.5	5.5
Baskets	16	2	1.5	4.5	5.5
Transitions	16	2	1.5	4.5	5.5
Transitions Seals	32	2	1.5	4.5	N/A
R1 Vanes	32	2	2.5	4.5	5.5
R2 Vanes	24	2	2.5	4.5	5.5
R3 Vanes	16	2	2.5	4.5	5.5
R4 Vanes	14	2	2.5	4.5	5.5
R1 Blades	72	2	1.5	3.5	4.5
R2 Blades	66	2	1.5	3.5	4.5
R3 Blades	112	2	1.5	3.5	4.5
R4 Blades	84	2	1.5	3.5	4.5
R1 Ring segments	48	2	1.5	3.5	4.5
R2 Ring segments	48	2	1.5	3.5	4.5
R3 Ring segments	32	2	1.5	3.5	4.5
R4 Ring segments	28	2	1.5	3.5	4.5

501F	Qty	Delivery Period Months		
		RCR	Repair	Coating
Compressor Blades	1 Set	2.5	5.5	5.5

501F	Qty	Delivery Period Months		
		RCR	A	B
Compressor Diaphragms	1 Set	2.5	6.5	6.5

Notes:

1. RCR = Repair Classification Report.
2. A, B and C delivery periods do not include RCR and Repair and Coating delivery periods also do not include RCR; provided that PREPA provides timely approval of RCR in the case of Extra Work. Delivery Period does not include time from issue of RCR by Contractor to receipt of PREPA's Expenditure Authorization or purchase order.

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3. Periods do not include transportation period.
4. All the parts repaired at Contractor designated Repair Facility will be shipped back to PREPA in one shipment, unless otherwise instructed by Purchaser. If the parts are shipped at the same time, then the delivery duration mentioned above will be adjusted to the longest delivery of applicable repair parts.

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EXHIBIT 11

COVERED TECHNICAL FIELD ASSISTANCE

During the Term, Contractor shall provide PREPA with certain Technical Field Assistance services at Site already included in LTSA WO-2-PR price (the "Covered TFA") per one or a combination of the following options, as further described in numerals below:

- **TFA 500 man-hours only (up to 500 standard time man-hours per calendar year):**

One (1) engineer for 500 standard time man-hours distributed within up to five (5) visits per calendar year, 1x8x5 shifts.

TFA 500 man-hours only support is limited to technical information only. The assigned Field Engineer will not direct or supervise labor or subcontractors.

- **Four-day reduced crew mobilization (three [3] times/year):**

1-Engineer, 1-MHPS Supervisor, 2-Technicians, 1x10x6 shifts

This options is intended to perform miscellaneous inspections that require the reduced crew listed above on the Covered Units with a reduced crew during four [4] calendar day duration from receiving TG LOTO to releasing TG LOTO. If additional crew members or time is needed to complete the scope of work it will be considered Extra Work.

- **Borescope Inspection (three [3] times/year):**

1-Engineer, 2-Technicians, 1x10x6 shifts, to perform one (1) standalone borescope inspection of a W501FC gas turbine during two [2] calendar day duration from receiving TG LOTO to releasing TG LOTO. If duration exceeds 10 hours per shift the additional time will be considered Extra Work. It is Contractor's responsibility to provide a detailed Borescope inspection report. If unit Borescope plugs are seized or cannot be removed, Contractor will not be held responsible for incomplete inspection results.

- 1) In order to provide more flexibility for use, combination, and liquidation of this Covered TFA, the three options described above will be considered as mutually equivalent for the purposes of this Exhibit 11 only, in accordance with the following ratio:

1 x TFA 500 man-hour = 3 x Four-day reduced crew mob = 3 x Two-day Borescope Inspection

Covered TFA hours not used by PREPA during a calendar year will be accumulated up to five (5) consecutive years within each MI cycle. Accumulated Covered TFA hours will be reset to zero after first MI performed in any Covered Unit.

- 2) Extra-Work for use in excess of the three options indicated above will be liquidated at the end of each calendar year and invoiced to be paid with WO-4-UNPLANNED-PR.
- 3) In the event PREPA requires more than five hundred (500) man-hours or equivalent of Covered TFA during a calendar year, then PREPA may borrow an amount not to exceed one hundred and sixty-six (166) man-hours per calendar year of equivalent Covered TFA from the following calendar year. PREPA shall notify Contractor every time Covered TFA man-hours are intended to be borrowed from the following calendar year. During the last

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year of each period of five (5) calendar years or MI cycle, PREPA will only have the option to use the Covered TFA remaining for such period.

- 4) Covered TFA shall be provided by Contractor upon Program Manager reaching a written agreement acknowledged by Plant Manager regarding the scope, Covered TFA option to be used, expected numbers of hours/days to be used, mobilization date, and any other applicable provision to the Covered TFA.
- 5) Covered TFA hours shall be counted from the moment Contractor's personnel arrive to the Plant to the moment the Covered TFA personnel leaves the Site after rendering the Covered TFA.
- 6) Contractor will provide a written notice upon departure. For the purpose of accounting for the Covered TFA used under the Contract, waiting time at the Plant and working time in Puerto Rico after arrival to the Plant shall be counted as hours/days used. In case the Field Engineer or other Contractor's personnel is on stand-by after arrival in Puerto Rico, a minimum of eight (8) hours per day or one (1) work will be accounted for until the Field Engineer or Contractor's personnel is released by PREPA or returns to the Plant. In case the Field Engineer or Contractor's personnel works less than eight (8) per day on Covered TFA, a minimum of eight (8) or one (1) work day will be accounted against the total amount of Covered TFA per year. TFA 500 man-hours only option may include:
 - a) Field Service engineering support.
 - b) Specialty engineering onsite support
 - c) Plant controls engineer support (DCS control modifications installation is by Emerson, not included).
 - d) Non- Destructive Engineering/Inspection services.
- 7) If the Field Engineer man-hours or other Contractor's personnel work days of Covered TFA hours available for use by PREPA are exceeded, then Contractor will be entitled to compensation for such additional Extra Work, through a WO-3-UNPLANNED-PR Expenditure Authorization or Purchase Order. Such a mutually-agreed Expenditure Authorization or Purchase Order shall be issued by PREPA, subject to labor rates indicated in Exhibit 8.
- 8) If the Contract expires or is terminated for any reason, PREPA shall not be entitled to any true-up payment or, recovery or compensation, for those Covered TFA hours, not used at the moment of termination or expiration corresponding to previous calendar years.
- 9) The number of five hundred (500) man-hours per calendar year of Covered TFA shall be prorated in cases of partial calendar years.

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EXHIBIT 12

COMPRESSOR COVERAGE

Beginning from the Performance Start Date until end of the Term, Contractor covers the compressor blades and diaphragms of the Covered Unit, including such components originally incorporated in the Covered Unit, according to the following:

Compressor blades and diaphragms are warranted against defects in material and workmanship from their installation until their removal. Under this warranty, Contractor will repair and/or replace compressor blades and diaphragms, including opening and closing of the Covered Unit, in order to carry out the following and warranty corrections:

- (a) Borescope inspections as required by Contractor due to reliability concerns;
- (b) Removal of compressor diaphragms at the first Major Inspection;
- (c) Inspection and cleaning of compressor blades and diaphragms at the Major Inspections;
- (d) Repair and/or replace compressor blades and diaphragms during Planned Maintenance which are deemed by Contractor as necessary to support the safe and reliable operation of the Covered Unit;
- (e) Replacement of compressor blades and diaphragms with new MHPS components at Contractor's shop during a CRI in the first MI to be performed on each Covered Unit under this Contract, or at Site during any Planned Maintenance in which those components are deemed by Contractor to be unrepairable due to causes which are not violations of the operating assumptions, and
- (f) Compressor blade and diaphragm blending, bending or replacement due to domestic object damage as Collateral Damage Repair.

Damage to compressor blades and diaphragms resulting from an in-service failure (including collateral damage) caused by a warranty defect in parts or services provided by Contractor will be corrected by Contractor as Collateral Damage Repair subject to Collateral Damage Coverage caps. Compressor blades and diaphragms which are damaged resulting from (i) violations of the compressor coverage conditions below, or (ii) foreign objects will be repaired and/or replaced as Extra Work.

Compressor coverage conditions are: (i) PREPA shall operate the Covered Unit according to the O&M manuals, (ii) PREPA shall be responsible for filter maintenance and compressor cleanliness, (iii) PREPA shall be responsible for compressor coatings and other repairs necessary to maintain efficiency and performance, (iv) PREPA shall be responsible for operation of the Covered Unit using fuel, water and air complying with Contractor specifications indicated in Exhibit 6, (v) a CRI shall be performed on each Unit during first MI

Title of original compressor components shall be Contractor's after replacement during CRI.

Following the end of Term the applicable warranty shall be the same as for Covered Parts.

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EXHIBIT 13

COMPREHENSIVE ROTOR INSPECTION PRE-ASSESSMENT

Purpose

Trend rotor aging & develop understanding of rotor condition prior to the Gas Turbine Comprehensive Rotor Inspection (CRI). The main purpose of these assessments is to identify ahead of time, rotor components that might start to degrade to the point that will require replacement during the CRI.

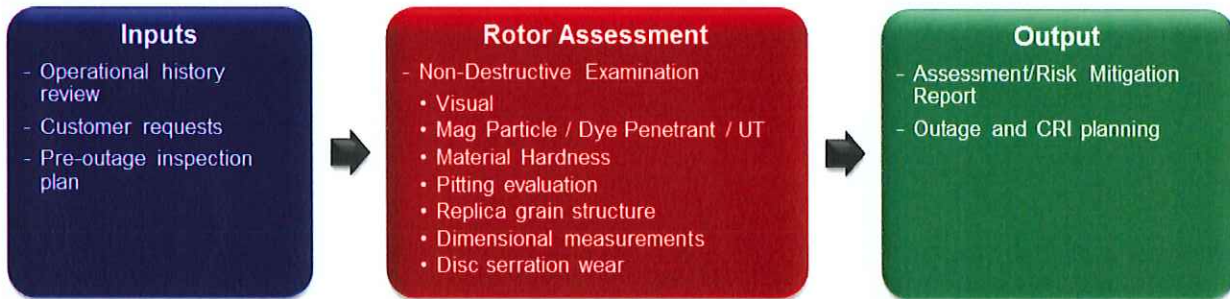
Benefits

Help Owner plan and perform risk assessment for the upcoming CRI.

Support Owner with rotor planning

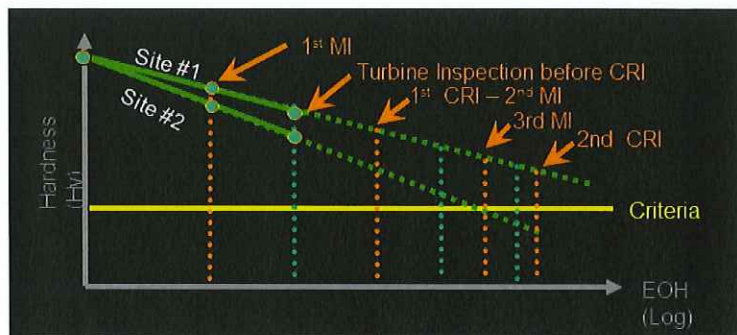
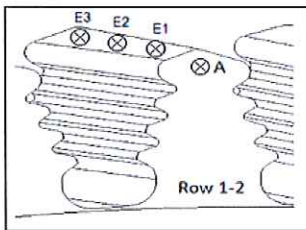
Provide a better defined CRI work scope which can set better expectations and potentially save money.

Procure prior to the CRI, the parts / components that were identified during pre-CRI as needed replacement. Many of these parts/components are long lead time.



Trend Development for Rotor Component Life Prediction

Because aging effects are influenced by site environmental and operational factors, development of aging trends can be used to help predict when component replacement will be needed



Historical Data

Operating data evaluation (hours, starts, trips, turning gear hours, extended shutdowns)

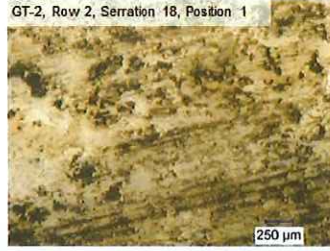
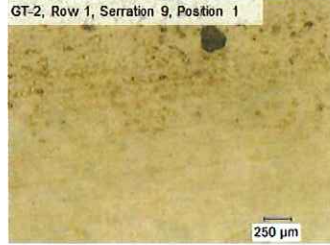
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Hardness

Hardness readings over time can provide valuable material life assessment trend information.

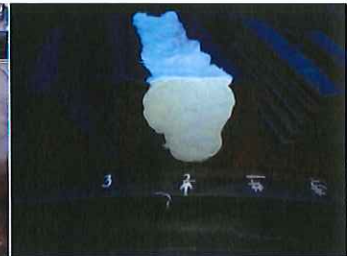
Corrosion Pitting Evaluation

- Field measurements
- Evaluation against service criteria

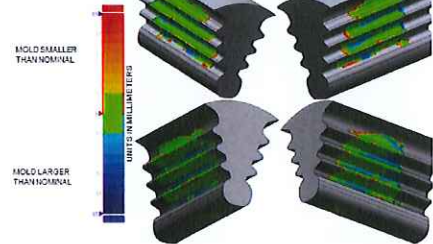


Disc Serration Evaluation

- Evaluation Process
 - Field replicas
 - Scanning and measurements



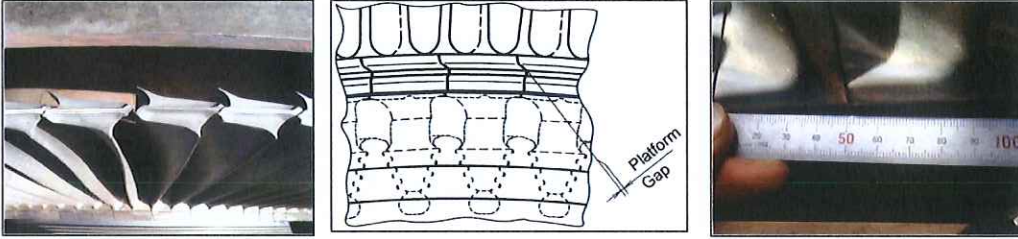
Scanned Dental Mold



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Blade Gap Measurements

- Verify turbine disc serration wear



Other NDT

- Visual – Document “as found” and “clean” conditions
- Magnetic Particle / Dye Penetrant – Review and incorporate the TI/MI field inspection results (root serrations & other important areas)
- Dimensional – Inspect turbine disc arm diameters
- UT - Inspect turbine spindle bolts

Documentation of Results

- Summary of work performed
- Engine operating history
- Risk Mitigation
 - Identification (from NDT)
 - Assessment
 - Potential impact and severity of risks
 - Extrapolated hardness and pitting data (including any historical data)
 - Implementation/Recommendations
 - Items in need of immediate attention
 - Potential future replacement parts
 - Enhancements
- Appendix/Supplement
 - Visual (photos), hardness, replica, dental mold, platform gap, corrosion, non-destructive examination test results
Includes data from TI field service report (blade platform gap check)

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EXHIBIT 14

COMPREHENSIVE ROTOR INSPECTION (CRI)

Mitsubishi Hitachi Power Systems Americas (MHPSA) is pleased to provide the below pricing for a Comprehensive Rotor Inspection (CRI) on your W501FC rotor. It has been firm priced per rotor for performance in either 2020 or 2021.

Item	Description	Qty	Lead Time	Shift Schedule	Firm Price
1	Comprehensive Rotor Inspection (CRI), W501FC Rotor Transportation Included DAP Incoterms 2010	1	60 days	Variable	\$1,283,382

Typical Emergent Work

Below is a listing of typical emergent work that can be seen on a Westinghouse F class CRI. They are individually firm priced for being performed in either 2020 or 2021.

Item	Description	Qty	Leadtime	Firm Price
2	Air Separator Refurbishment	1	20 Hours	\$6,203
3	Turbine Disc Adapter Refurbishment	1	32 Hours	\$9,924
4	Compressor 1-3 Shaft Refurbishment	1	69 Hours	\$21,398
5	Compressor 4-16 Shaft Refurbishment	1	1,300 Hours	\$403,145
6	Compressor Spindle Bolt Nut Refurbishment	1	30 Hours	\$9,303
7	Compressor Spindle Bolt Polishing	1	60 Hours	\$13,955
8	Turbine Disc #1,2,3 Refurbishment	1	96 Hours	\$29,771
9	Turbine Disc #4 Refurbishment	1	94 Hours	\$29,150
10	Turbine Disc Torque Tube Refurbishment	1	104 Hours	\$32,251
11	Turbine Spindle Bolt Refurbishment	1	30 Hours	\$9,303
12	Turbine Spindle Bolt Polishing	1	60 Hours	\$13,955

New Row 4 Turbine Disc/Journal

Based on MHPSA engineering evaluation that there is no viable repair option for the rotor journal below is the price for a new Row 4 Turbine Disc/Journal assembly.

Item	Description	Qty	Leadtime	Firm Price
13	New Row 4 Turbine Disc/Journal	1	12 Months	\$747,830

Item1 – Scope of Work

1. Receipt of Rotor
2. Visual Inspect for damage
3. Move rotor to the lathe to confirm dimensions and run outs
4. Map and Remove balance plugs
5. Move rotor to the de-stacking tower
6. Confirm elongation and loosen turbine spindle bolts
7. Remove turbine rotor discs and spindle bolts
8. Confirm elongation and remove disc adapter and coupling bolts

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9. Confirm elongation, loosen compressor spindle bolts and remove torque tube
10. Remove compressor discs 4-16 and spindle bolts
11. Remove compressor stub shaft from de stacking tower
12. Remove air separator from turbine disc row 1
13. Complete VT, PT, MT on compressor and turbine discs
 - 13.1. Compressor Discs 1-2 – (Blade Groove/Dovetail VT, MT) & (All other surfaces VT, MT, DI Assembled runout as required, per datasheet)
 - 13.2. Compressor Discs 3-16 –(Blade Groove/Dovetail VT, MT, MI Grain structure replica and corrosion pitting replica as required, HT)
 - 13.3. Compressor Disc Spindle Bolt Holes – (VT, PT, DI X-Y measurement, 12 holes per disc)
 - 13.4. Compressor Disc Spigots – (VT, MT, DI X-Y Measurement)
 - 13.5. Compressor Disc All other surfaces – (VT, MT, DI) Assembled runout as required, per datasheet
 - 13.6. Turbine Discs 1-4 Blade Root Serration – (VT, MT, DI Blade platform gap check +dental molds of at least 2 root serrations per disc, MI +grain structure replica and +corrosion pitting replica, HT)
 - 13.7. Turbine Discs 1-4 Curvic Coupling – (VT, MT, DI, MI, HT)
 - 13.8. Turbine Discs 1-4 Seal Arm – (VT, MT Grain structure replica, DI, MI, HT)
 - 13.9. Turbine Discs 1-4 Spindle Bolt Holes – (VT, PT, DI X-Y measurement of R4 disc only, 12 holes)
 - 13.10. Turbine Discs 1-4 All other surfaces – (VT, MT, DI)
14. Assemble intermediate compressor discs
15. Assemble compressor disc row 16 to torque tube
16. Move Compressor stub shaft into stacking tower
17. Install compressor spindle bolts and assemble compressor rotor components and torque tube
18. Tighten compressor spindle bolts and confirm elongation
19. Assemble disc adapter to torque tube and confirm coupling bolt elongation
20. Install turbine spindle bolts and assemble turbine rotor components
21. Tighten turbine spindle bolts and confirm elongation
22. Remove rotor assembly from stacking tower
23. Move to lathe and check TIR's
24. Move to low speed balance and complete balancing
25. Complete final visual inspection
26. Apply anti-corrosion oils and package rotor for shipment

Typical Emergent Work

Item 2 – Air Separator Refurbishment

1. Hone machined areas to remove scale to best condition
2. Hand blend all nicks, dings, and polish all critical surfaces to best condition.
3. Break all corners that have pitting present to best condition.
4. Present any additional QNs to the customer for review and further disposition.

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Item 3 – Turbine Disc Adaptor Refurbishment

1. Setup part and hone all holes to remove scale build up to best condition.
2. Perform NDE inspection on all repaired surfaces.
3. Present any additional QNs to the customer for review and further disposition

Item 4 – Compressor 1-3 Shaft Refurbishment

1. Hand blend all nicks, dings, and polish all critical surfaces to best condition. Note: Journals will be polished in the lathe after assembly.
2. Break all corners that have pitting present to best condition. Note: Will be completed in the lathe setup for large radii.
3. Setup part in a lathe and polish the journal and thrust discs. Note: probe areas will be burnished after assembly.
4. Hand blend the speed pick-up grooves to best condition.
5. Hand straighten, blend and polish the oil seal dent to best condition.
6. Present any additional QNs to the customer for review and further disposition

Item 5 – Compressor 4-16 Shaft Refurbishment

1. Hand blend all nicks, dings, and polish all critical surfaces to best condition.
2. GT Disc Groove Shot Peening Pressure Land Grooves (Best condition)
3. Perform MT inspection of all blade grooves after shot peening.
4. Present any additional QNs to the customer for review and further disposition.
5. Hand file to blend groove radii on the inlet side
6. Polish radii
7. Verify proper chamfer on all grooves
8. Perform PT (dye penetrant) or MT (magnetic particle) inspection of all hand worked surfaces
9. Present any additional QNs to the customer for review and further disposition.

Item 6 – Compressor Spindle Bolt Nut Refurbishment

1. Hand work the threads and high metal areas
2. Perform NDE inspection on the spindle bolt nuts
3. Clean the spindle bolt nuts
4. Present any additional QNs to the customer for review and further disposition.

Item 7 – Compressor Spindle Bolt Polishing

1. Hand work the threads and high metal areas
2. Setup the spindle bolts in lathe
3. Polish the spindle bolts to best condition
4. Move the spindle bolts to the PT inspection areas
5. Perform PT inspection on the Spindle bolting
6. Present any additional QNs to the customer for review and further disposition.

Item 8 – Turbine Disc #1,2,3 Refurbishment

1. Hone all holes to remove scale build up to best condition.
2. Perform NDE inspection on all repaired surfaces.
3. Present any additional QNs to the customer for review and further disposition.

Item 9 – Turbine Disc #4 Refurbishment

1. Hand blend all nicks, dings, and polish all critical surfaces to best condition.
2. Break all corners that have pitting present to best condition.
3. Hone all holes to remove scale build up to best condition.
4. Perform NDE inspection on all repaired surfaces.

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5. Present any additional QNs to the customer for review and further disposition.

Item 10 – Turbine Disc Torque Tube Refurbishment

1. Hand blend all nicks, dings, and polish all critical surfaces to best condition.
2. Hone all holes to remove scale build up to best condition.
3. Perform NDE inspection on all repaired surfaces.
4. Present any additional QNs to the customer for review and further disposition.

Item 11 – Turbine Spindle Bolt Refurbishment

1. Hand work the threads and high metal areas
2. Perform NDE inspection on the spindle bolt nuts
3. Present any additional QNs to the customer for review and further disposition.

Item 12 – Turbine Spindle Bolt Polishing

1. Hand work the threads and high metal areas
2. Setup the spindle bolts in lathe
3. Polish the spindle bolts to best condition
4. Move the spindle bolts to the PT inspection areas
5. Perform PT inspection on the Spindle bolting
6. Present any additional QNs to the customer for review and further disposition.

Additional Notes & Assumptions

- Quoted in US Dollars, excluding taxes, duties, additional fees, or country withholdings.
- MPSA assumes that compressor blading, turbine blading, bolting hardware can be removed with reasonable means (No destructive removal required.)
- The availability of the parts will only be secure after a valid purchase order has been received
- Transportation – Rotor to SMW for inspection – DAP SMW Factory Incoterms 2010. Inspected rotor to Site – DAP San Juan Site Incoterms 2010. The anticipated transportation price is for round trip transportation services of the rotor to be CRI inspected (shipped via container through inland and sea transportation). Final transportation price assumes that San Juan can provide unit specific drawings outlining weight and rigging points. The above Row 4 turbine disc price does not include transportation costs.
- Parts that require replacement are included in the CRI Item-1 price. For a listing of these parts please reference the Appendix A. For lead time purposes and to ensure proper availability it's requested that a PO (Purchase Order) be issued one (1) year in advance of performance of work. Actual parts usage is dependent on each unit's condition and may include items not listed in the required hardware list.
- The base scope of this proposal (Item-1) includes disassembly, inspection, assembly and low speed balance of the rotor as defined within this proposal. Any repair or additional machining beyond the work scope prescribed will be highlighted within the initial I&A report. Repairs required beyond the I&A base scope will be quoted as additional work.
- The prices listed in the Typical Emergent Work section (items 2-12) do not include any replacement parts that are associated with the section that the repair is being performed on aside from the rotor hardware listed in Appendix A.
- Lead time is based on standard CRI scope and is subject to shop loading at the time the work is performed.
- Quote does not include moment weighing of compressor or turbine blades.
- The quote includes removal of compressor blades and hardware by normal means. Any destructive removal of compressor blades or hardware will be considered Extra Work and will be performed on a Time and Material (T&M) basis. Owner will have the opportunity to review and approve any Extra Work and T&M estimates prior to commencing work.
- The Comprehensive Rotor Inspection (CRI) does not include removal or installation of the turbine blades.

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- Additional Scope of Work (Extra Work) – Additional work performed by MHPSA beyond the scope of work defined in this proposal or any delays in work outside MPSA's control (including inclement weather) will be considered and billed as extra work either firm fixed or to the applicable negotiated prevailing Time and Material (T&M) rates at the time of implementation. The prices and schedules offered assume that PREPA will supply the required support resources as defined in the Division of Responsibilities in a timely manner. MHPSA will provide Emergent Work Authorization forms to PREPA prior to the start of the W501FC Comprehensive Rotor Inspection (CRI). If any emergent work arises, all Emergent Work Authorization (EWA) forms must be signed within 24 hours of notification. If the EWA forms are not signed within 24 hours of notification, this will constitute a delay in the inspection
- Inspection – Manufacturer's routine inspection prior to shipment shall be deemed final. In case that the purchaser's or third party's inspection is required, all charges and costs for such inspections shall be borne by the purchaser.
- Inspection Codes are as follows:
 - VT: Visual Test
 - MT: Magnetic Particle Test
 - PT: Penetrant Test
 - UT: Ultrasonic Test
 - DI: Dimensional Inspection
 - MI: Metallurgical Investigation
 - HT: Hardness Test

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Appendix A - Required Rotor Hardware

Parts that require replacement are listed below and are included in the price for the CRI (Item-1). For lead time purposes and to ensure proper availability it's recommended that a PO be issued one (1) year in advance of performance of work..

Section	Req Qty	Description	Leadtime
Air Separator	60	cover plate	6 Months
Compressor	2	row 1 blade locking key, closing left hand	6 Months
Compressor	2	row 1 blade locking key, closing right hand	6 Months
Compressor	2	row 10 blade locking key, closing left hand	6 Months
Compressor	2	row 10 blade locking key, closing right hand	6 Months
Compressor	2	row 11 blade locking key, closing left hand	6 Months
Compressor	2	row 11 blade locking key, closing right hand	6 Months
Compressor	2	row 12 blade locking key, closing left hand	6 Months
Compressor	2	row 12 blade locking key, closing right hand	6 Months
Compressor	2	row 13 blade locking key, closing left hand	6 Months
Compressor	2	row 13 blade locking key, closing right hand	6 Months
Compressor	2	row 14 blade locking key, closing left hand	6 Months
Compressor	2	row 14 blade locking key, closing right hand	6 Months
Compressor	2	row 15 blade locking key, closing left hand	6 Months
Compressor	2	row 15 blade locking key, closing right hand	6 Months
Compressor	2	row 16 blade locking key, closing left hand	6 Months
Compressor	2	row 16 blade locking key, closing right hand	6 Months
Compressor	2	row 2 blade locking key, closing left hand	6 Months
Compressor	2	row 2 blade locking key, closing right hand	6 Months
Compressor	2	row 3 blade locking key, closing left hand	6 Months
Compressor	2	row 3 blade locking key, closing right hand	6 Months
Compressor	2	row 4 blade locking key, closing left hand	6 Months
Compressor	2	row 4 blade locking key, closing right hand	6 Months
Compressor	2	row 5 blade locking key, closing left hand	6 Months
Compressor	2	row 5 blade locking key, closing right hand	6 Months
Compressor	2	row 6 blade locking key, closing left hand	6 Months
Compressor	2	row 6 blade locking key, closing right hand	6 Months
Compressor	2	row 7 blade locking key, closing left hand	6 Months
Compressor	2	row 7 blade locking key, closing right hand	6 Months
Compressor	2	row 8 blade locking key, closing left hand	6 Months
Compressor	2	row 8 blade locking key, closing right hand	6 Months
Compressor	2	row 9 blade locking key, closing left hand	6 Months
Compressor	2	row 9 blade locking key, closing right hand	6 Months
Turbine	80	balance plugs 1.25-7, zone d & e	6 Months
Turbine	4	belly band, row 1-2 inner	6 Months
Turbine	4	belly band, row 1-2 outer	6 Months
Turbine	4	belly band, row 2-3 inner	6 Months
Turbine	4	belly band, row 2-3 outer	6 Months
Turbine	4	belly band, row 3-4 inner	6 Months
Turbine	4	belly band, row 3-4 outer	6 Months
Turbine	74	lock screw 0.25-28, row 1-3 exh side	6 Months
Turbine	22	lock screw 0.375-24, row 3 inlet side	6 Months
Turbine	100	lock screw 0.375-24, row 4 exh side, inlet side	6 Months

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Turbine	69	lock screw 0.4375-14, row 1-2 inlet side	6 Months
Turbine	122	lock washer 14x1.0, row 3-4 inlet, row 4 exh side	6 Months
Turbine	74	lock washer 19.21x0.5, row 1-3 exh side	6 Months
Turbine	22	seal rope, row 3 inlet	6 Months
Turbine	4	seal wire, row 1 inlet	6 Months
Turbine	4	seal wire, row 2 inlet	6 Months
Turbine	250	set screw 0.25-28, row 1-3 exh side	6 Months

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EXHIBIT 15

INSPECTION LABOR SUPPLY RESPONSIBILITIES

E15.1 Planned Maintenance Inspection Criteria for Labor Coordination

Contractor has entered into agreement with PREPA to provide long term maintenance services which include the Planned Maintenance Inspections, and Extra Works of the Westinghouse 501 FC gas turbines (Covered Units) and Generators Units located at the San Juan Steam Plant. Work performed by Contractor's personnel includes a workmanship warranty. The following Labor Coordination Agreement has been put in place to assure that the Contractor's workmanship warranty remains intact when using a composite workforce made up of Contractor's and PREPA's labor.

1. PREPA will provide that portion of the labor to perform the specified gas turbine generator overhauls as specified in the attached Planned Maintenance Inspections Staffing Plan, and in accordance with Division of Responsibilities, included as Exhibit 5.
2. The qualifications of PREPA supplied personnel shall meet or exceed the qualifications outlined by Contractor for each PREPA supplied labor position.
3. PREPA will provide a qualified Labor Supervisor who will be responsible for communicating in English directly with the Contractor's Field Service Project Manager (verbally and in writing) in order to understand the work that PREPA supplied labor must perform and to effectively communicate and direct PREPA's personnel in order to accomplish the assigned work.
4. Notwithstanding the Labor Supervisor's responsibility to direct PREPA's labor force, Contractor shall have the right to communicate directly with PREPA's labor personnel as necessary to assure the proper execution of the work activity and PREPA's labor personnel shall comply with the Contractor communication.
5. Contractor technicians shall have the right to perform any labor tasks or labor activities that Contractor in its sole judgment deems to be critical for the proper operation of the equipment and PREPA's labor personnel shall not have the right to file any form of jurisdictional dispute over such work performed by Contractor.
6. Contractor shall set Labor Performance Criteria that PREPA labor personnel must adhere to in order to keep the Contractor workmanship warranty intact. PREPA labor personnel will continuously meet the Labor Performance Criteria as set forth by Contractor and as modified from time to time during the progress of the work. In the event that certain individuals do not adhere to the Labor Performance Criteria, Contractor shall have the right to bring this fact to the attention of PREPA's Labor Supervisor who shall correct the problem to the satisfaction of Contractor. In the event that the problem persists, Contractor shall have the right to make a request to the PREPA Labor Supervisor to replace the offending individual after which PREPA will replace the individual for the duration of the overhaul.
7. Contractor and PREPA shall comply with PREPA's Corporate Safety Program and with any PREPA site specific safety rules, regulations or procedures. Contractor shall have the right to develop additional work specific safety rules, regulations or procedures and PREPA's labor personnel shall have the obligation to comply with same.

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E15.2 Planned Maintenance Inspection Staffing Plan

Function	GT CI (6 Day)		GT TI (11 Day)		GT MI (24 Day)		GT-Gen MI (24 Day)									
	Dayshift	Nightshift	Dayshift	Nightshift	Dayshift	Nightshift	Dayshift	Nightshift								
	Personnel	Duration (shifts)	Personnel	Duration (shifts)	Personnel	Duration (shifts)	Personnel	Duration (shifts)								
Project Manager	1	6	0	0	1	11	0	0	0	0	0	0	0			
Project Engineer	1	6	1	6	1	11	1	11	1	24	1	24	1	24		
Project Supervisor	1	6	1	6	1	11	1	11	1	24	1	24	1	24		
Safety Supervisor	1	6	1	6	1	11	1	11	1	24	1	24	0	0	0	
Field Technician	8	6	8	6	8	11	8	11	12	24	12	24	6	24	6	24
MDE Technician	A/R															
Controls Engineer	A/R															
Balancing Engineer	A/R															
Generator Engineer													1	5		
Winders													2	2		
Project Administrator	A/R															
Labor Supervisor	1	6			1	11			1	24			1	24		
Welder	1	6			1	11	1	11	1	24	1	24				
Insulator	3	6			3	11			3	24						
Electrician	1	6			1	11			1	24						
Instrument Tech	1	6			1	11			1	24						
Scaffolder	3	6	2	6	3	11	2	11	3	24	2	24	3	24	2	24
Crane Operator	1	6	1	6	1	12	1	12	1	25	1	24	1	24	1	24

Above Staffing Plan is for planning purposes only and may vary as required. Final Staffing Plan shall be confirmed in pre-Outage meetings

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E15.3 Labor Performance Criteria

Mechanic

1.0 SUMMARY

Maintain and repair gas/steam turbine generators and perform all mechanical and electrical component maintenance, repair and/or replacement of parts to correct malfunctions.

2.0 ESSENTIAL DUTIES & RESPONSIBILITIES

- Prior experience dismantling machinery and equipment to repair or replace turbine parts, using hand and power tools.
- Ability to fabricate special tools to complete turbine work as required.

- Prior experience aligning gas turbine combustors and components including inter-stage seal housings, blade rings, and transitions.
- Prior large frame gas turbine rigging experience associated with blade ring rollout, heavy cylinder lifts, and turbine rotor removal/installation.
- Prior experience performing coupling alignment on industrial rotating equipment and industrial turbine generators.
- Utilize safety and material control procedures during opening, inspection, and closing of turbine generators.
- Apply quality control procedures during opening, inspection, and closing of turbine generators.
- Assist Specialty Technicians in removing and installing turbine blades, vane segments, ring segments and associated turbine specialty parts.
- Use precision measuring equipment for interpretation of data.
- Practice crane safety and lifting signals.
- Maintain parts and tooling inventory and communicate re-order with the Field Supervisor.
- Provide feedback to field supervisor regarding tooling and parts development.

3.0 OTHER DUTIES AND RESPONSIBILITIES

- Comply with all safety policies, practices and procedures reporting unsafe activities to Management.
- Participate in proactive team efforts to achieve outage goals.
- Contribute to building a positive team spirit.
- Communicate effectively with subordinates and management at all levels.
- Protect confidential information by not communicating, disclosing to, or using for benefit of third parties.
- Maintain the highest degree of honesty and integrity at all times.
- Perform other such duties as may be required.

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4.0 KNOWLEDGE, SKILLS & EDUCATION

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Education and/or Experience: One year certificate from college or technical school; or at least six months related experience and/or training; or equivalent combination of education and experience.
- Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to speak effectively before groups of customers or employees.
- Mathematical Skills: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- Reasoning Ability: Ability to apply common sense understanding to carry out simple instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

5.0 PHYSICAL DEMANDS & WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk and talk or hear. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. The employee is regularly exposed to moving mechanical parts. The noise level in the work environment is usually loud. Hearing protection may be recommended and/or required in some areas.

Mechanic Helper

1.0 SUMMARY

Maintain and repair gas/steam turbine generators and assist in performing all mechanical and electrical component maintenance, repair and/or replacement of parts to correct malfunctions.

2.0 ESSENTIAL DUTIES & RESPONSIBILITIES

- Prior experience dismantling machinery and equipment to repair or replace turbine parts, using hand and power tools.
- Ability to assist in fabrication of special tools to complete turbine work as required.
- Utilize safety and material control procedures during opening, inspection, and closing of turbine generators.
- Apply quality control procedures during opening, inspection, and closing of turbine generators.
- Assist Specialty Technicians and mechanics in removing and installing turbine blades, vane segments, ring segments and associated turbine specialty parts.
- Ability to learn to use precision measuring equipment for interpretation of data.
- Practice crane safety and lifting signals.
- Maintain parts and tooling inventory and communicate re-order with the Field Supervisor.
- Provide feedback to field supervisor regarding tooling and parts development.
- Ability to clean gas turbine hardware as required using cleaners, wire brush, wire wheel, etc.

3.0 OTHER DUTIES AND RESPONSIBILITIES

- Comply with all safety policies, practices and procedures reporting unsafe activities to Management.
- Participate in proactive team efforts to achieve outage goals.
- Contribute to building a positive team spirit.
- Communicate effectively with subordinates and management at all levels.
- Protect confidential information by not communicating, disclosing to, or using for benefit of third parties.
- Maintain the highest degree of honesty and integrity at all times.
- Perform other such duties as may be required.

6.0 KNOWLEDGE, SKILLS & EDUCATION

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of

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the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Education and/or Experience: At least three months related industrial work experience and/or training; or equivalent combination of education and experience.
- Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to speak effectively before groups of employees.
- Mathematical Skills: Ability to apply concepts of basic algebra and geometry.
- Reasoning Ability: Ability to apply common sense understanding to carry out simple instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

7.0 PHYSICAL DEMANDS & WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk and talk or hear. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. The employee is regularly exposed to moving mechanical parts. The noise level in the work environment is usually loud. Hearing protection may be recommended and/or required in some areas.

Welder

1.0 SUMMARY

Operate without supervision all types of welding, blending and stress relief equipment such as Shielded Metal Arc, Gas Tungsten Arc, Metal Inert Gas, and Tungsten Inert Gas. Operate without supervision specified metal fabrication tooling and equipment such as oxy-acetylene and plasma cutting arc torches.

2.0 ESSENTIAL DUTIES & RESPONSIBILITIES

- Perform component setup on welding equipment controls.
- Working from drawings and/or work instructions, set up parts and/or major components and using appropriate cutting and abrasive devices, prepare the components for welding.
- Locate and measure to and from the correct surfaces and provide detailed inspection information regarding the surfaces identified and specified on the provided work instructions.
- Understand penetrant applications and inspection methods (i.e., red-dye, fluorescent penetrant).
- Understand distortion and heat input controls and measurement as well as correctional methods.
- Use suitable tools to properly contour weld parts and components to match complex and close tolerance configuration requirements.
- Provide recommendations and general production process improvements.
- Operate heat blankets and related stress relief equipment.
- Perform weld equipment maintenance as required.

3.0 OTHER DUTIES AND RESPONSIBILITIES

- Demonstrate capability and aptitude in various preheat and post-heat equipment and appropriate welding techniques using SMAW and TIG.
- Comply with all safety policies, practices and procedures reporting all unsafe activities to CONTRACTOR Management.
- Participate in proactive team efforts to achieve outage goals.
- Contribute to building a positive team spirit.
- Communicate effectively with subordinates and management at all levels.
- Protect confidential information by not communicating, disclosing to, or using for benefit of third parties.
- Maintain the highest degree of honesty and integrity at all times.
- Perform other such duties as may be required.

4. KNOWLEDGE, SKILLS & EDUCATION

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- Education and/or Experience: Associate's degree, certificate, or equivalent from two-year college or technical school; or at least two years related experience and/or training; or equivalent combination of education and experience. Require at least one (1) passing Pipe Weld Qualification (SMAW & TIG).
- Language Skills: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- Mathematical Skills: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- Reasoning Ability: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

5. PHYSICAL DEMANDS & WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is regularly required to stand and frequently required to talk or hear.

The employee is occasionally required to walk, sit, and use their hands and arms.

They must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include correctable vision to a minimum 20/30. The employee is regularly exposed to moving mechanical parts. The noise level in the work environment is usually moderate. Hearing protection may be recommended and/or required in some areas.

Insulator

1.0 SUMMARY

Remove and install gas/steam turbine generator insulation and perform all repair and/or replacement of turbine insulation.

2.0 ESSENTIAL DUTIES & RESPONSIBILITIES

- Prior experience removing turbine insulation.
- Ability to label insulation during removal to ensure insulation is re-installed in same position.
- Ability to repair and/or fabricate turbine insulation as required.
- Utilize safety and material control procedures during removal and installation of insulation on turbine generators.
- Apply quality control procedures during removal and installation of insulation on turbine generators.
- Provide feedback to CONTRACTOR management regarding insulation deficiencies.

3.0 OTHER DUTIES AND RESPONSIBILITIES

- Comply with all safety policies, practices and procedures reporting unsafe activities to Management.
- Participate in proactive team efforts to achieve outage goals.
- Contribute to building a positive team spirit.
- Communicate effectively with subordinates and management at all levels.
- Protect confidential information by not communicating, disclosing to, or using for benefit of third parties.
- Maintain the highest degree of honesty and integrity at all times.
- Perform other such duties as may be required.

4.0 KNOWLEDGE, SKILLS & EDUCATION

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Education and/or Experience: At least six months related experience and/or training.
- Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to speak effectively before employees.
- Mathematical Skills: Ability to apply concepts of basic algebra and geometry.
- Reasoning Ability: Ability to apply common sense understanding to carry out

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simple instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

5.0 PHYSICAL DEMANDS & WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk and talk or hear. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. The employee is regularly exposed to moving mechanical parts. The noise level in the work environment is usually loud. Hearing protection may be recommended and/or required in some areas.

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EXHIBIT 16

CONTRACTOR'S QUALITY MANAGEMENT SYSTEM

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Mitsubishi Hitachi Power Systems Americas, Inc.

QUALITY MANAGEMENT SYSTEM

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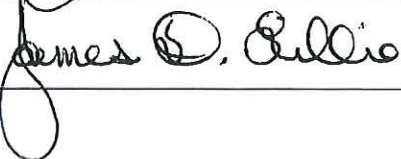
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Mitsubishi Hitachi Power Systems Americas, Inc.
100 Colonial Center Parkway
Lake Mary, FL 32746

This manual is issued to describe the Quality Management System (QMS) implemented by **Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSA)**. This manual, the system, and processes it describes serve to ensure that **MHPSA** will conform to the **Mitsubishi Hitachi Power Systems Americas, Inc. Quality Policy and ISO 9001: 2008**.

The undersigned representing management of **MHPSA** is the approval authority for the QMS operating throughout **MHPSA**. The signature below signifies approval of this document and commitment to adhere to the content of this Quality Management Manual (QMM).

<u>NAME / TITLE</u>	<u>SIGNATURE</u>	<u>DATE</u>
David Walsh President & CEO		9/12/14
James Lillie Director, QA & EHS		8/12/14

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QUALITY MANAGEMENT SYSTEM

1.0 SCOPE

The scope of the Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSA) Quality Management System (QMS) includes all processes that produce the products and, or services provided to its customers. The scope of the QMS includes processes that are implemented and governed through the Lake Mary headquarters for MHPSA. Additional sites are located at Orlando, Savannah and Houston.

Application/Exclusions:

The QMS meets all requirements of the ISO 9001:2008 with no exclusions. In effect, each Department Manager, located at the various MHPSA sites, has the responsibility to align his or her department with the corporate Quality Management Manual, Quality Policy, and top-level Quality Objectives.

2.0 DISTRIBUTION LIST

There are no controlled hard copies issued. Persons who request a copy of the QMS documentation (or part of it) will receive an uncontrolled version, updated by request only.

3.0 QUALITY POLICY & OBJECTIVES

Quality Policy

Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSA) is committed to Quality Performance by delivering engineering, manufacturing, project execution and services that consistently provide the highest quality power generation solutions to our customers by assuring continuous performance improvement and attention to detail.

Quality Objectives

The following quality objectives, all measured, add value for our stakeholders.

- Maximize customer unit availability, zero tolerance for disturbances, measured in customer net generation capacity and time gained or lost due to our performance

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- Total Cycle Time compression, inquiry to cash received
- On Time Delivery through execution excellence
- Continuous improvement through reducing non-conformance, rework and warranty costs
- Sustain and grow client relationships with zero tolerance for loss of customer activity due to quality performance issues
- Human Performance Excellence through safety, training, environmental, and external/internal communication excellence

4.0 QUALITY MANAGEMENT SYSTEM REQUIREMENTS

4.1 General Requirements

4.1.1 Corporate MHPSA has established, documented, implemented, maintained, and will continually improve its QMS in accordance with the ISO 9001:2008 requirements.

4.1.2 Actions by which MHPSA has implemented the QMS include:

- Identifying processes needed for the QMS and applying them throughout the organization
- Determining the sequence and interaction of these processes
- Determining the criteria and methods required to ensure the effective operation and control of these processes
- Ensuring the availability of information necessary to support the operation and monitoring of these processes
- Monitoring, measuring, and analyzing these processes, and implementing actions necessary to achieve planned results and continual improvement

4.1.3 Corporate MHPSA manages these processes in accordance with the ISO 9001:2008 Quality Management System requirements standard.

4.1.4 As MHPSA outsources the processes that affect conformity with requirements, the appropriate process controls are affected.

4.2 Documentation Requirements

4.2.1 General

The MHPSA QMS documentation includes:

- This Quality Management Manual
- Documented quality policy and quality objectives

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- Documented procedures necessary to meet the requirements of ISO 9001:2008 (including Corporate Policies, Business Processes, (BPs), Standard Operating Procedures, (SOPs), Forms, Requirements, and Work Instructions (WI))
- Documents required by MHPSA to ensure the effective operation and control of its processes
- Records required to meet the requirements of ISO 9001:2008

Documented procedures and related documentation are available in either hard copy or electronic files, and are readily accessible by all personnel as needed.

4.2.2 Quality Management Manual (QMM)

This document is MHPSA's QMM (called a Level I document). The QMM is part of the overall documentation of the organization. It is a controlled document and is managed in accordance with section 4.2.3 of this manual. It is established and maintained to include the following:

- The scope of the QMS and of the MHPSA organization, through the corporate headquarters located at Lake Mary, the engineering, procurement, manufacturing, construction, commissioning and servicing of Power Plant Systems
- MHPSA's scope includes field service/technical support as required for on-going support for key components.
- The description of interaction between processes of the Quality Management System is detailed in the company Business Processes and Standard Operating Procedures.

4.2.3 Control of Documents

Documents required for the effective implementation of the QMS are controlled. Controlled documents are those documents that directly affect product, process or service quality. These include, but are not limited to, the Quality Management Manual and Corporate Policies (called Level I documents); Business Processes (called Level II documents); Standard Operating Procedures (called Level III documents); Requirements, Work Instructions, Process Parameters/Test Requirements, drawings, specifications, Forms and Records (called Level IV documents). Other documents are considered "Reference Only" and are uncontrolled.

A documented procedure for *control of documents* is established to ensure:

- Documents are approved for adequacy prior to issue
- Documents are reviewed, updated, and re-approved as necessary

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- The current version/revision status of the document and changes are identified
- Relevant versions/revisions of applicable documents are available at points of use for those following the QMS
- Documents are legible, readily identifiable, and retrievable
- Documents of external origin are identified and their distribution is controlled
- Obsolete documents are prevented from unintended use, requiring suitable identification in order to retain them for any purpose
- Documents defined as records are controlled

4.2.4 Control of Records

Records required for the effective implementation of the QMS are established to provide evidence of conformity and effective operation of the QMS. Records are legible, readily identifiable, and retrievable. A documented procedure for *control of records* is established to ensure:

- Records are properly identified and stored
- Records are retrievable and protected
- Retention time and disposition of quality records are implemented

5.0 QUALITY MANAGEMENT RESPONSIBILITY

5.1 Management Commitment

MHPSA has established the evidence of its commitment to the development and improvement of the QMS:

- Communicating to the MHPSA organization the importance of meeting customer as well as regulatory and legal requirements
- Establishing the quality policy and quality objectives
- Conducting management reviews
- Ensuring the availability of necessary resources

5.2 Customer Focus

Top management has ensured that customer needs and expectations are determined,

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converted into requirements, and met with the aim of achieving customer satisfaction. When determining customer needs and expectations, management has considered obligations related to product, including regulatory and legal requirements.

5.3 Quality Policy

Section 3.0 of this manual describes how MHPSA's Quality Policy satisfies customer requirements, requirements for continual improvement of the QMS, and organizational fulfillment of quality objectives.

Top Management ensures that the Quality Policy:

- Is appropriate to the purpose of the organization
- Includes a commitment to meeting requirements and to continual improvement
- Provides a framework for establishing and reviewing quality objectives
- Is communicated and understood at appropriate levels in the organization
- Is reviewed for continuing suitability

5.4 Planning

5.4.1 Quality Objectives

Top management ensures that quality objectives are established at relevant functions and levels within the organization, as stated in section 3.0 of this manual. The quality objectives are measurable and consistent with the quality policy including the commitment to continual improvement. Quality objectives include those needed to meet requirements for the product (Reference 7.1, Planning of Product Realization).

5.4.2 Quality Management System Planning

Top management ensures that the resources needed to achieve quality objectives are identified and planned. The output of the planning is documented per procedure. Quality planning includes but is not limited to the following:

- The processes of the QMS
- The planning of the QMS carried out in order to meet the requirements in Section 4.1 of this manual and the MHPSA quality objectives
- Continual improvement of the QMS

Planning ensures that change is conducted in a controlled manner and that integrity of the QMS is maintained during this change.

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5.5 Responsibility, Authority, and Communication

5.5.1 Responsibility and Authority

Functions and their interrelations within the organization, including responsibilities and authorities, are defined and communicated in order to facilitate effective quality management.

The responsibility and authority is defined and documented per procedure for all personnel responsible for implementation and maintenance of the QMS.

The managers of MHPSA are responsible for the implementation of the quality policy and for providing resources to effectively implement the QMS.

5.5.2 Management Representative

Top management has appointed a member of management who, irrespective of other responsibilities, is responsible for and has authority for ensuring that the company operates in a manner consistent with the quality policy and maintains compliance with the ISO 9001:2008 Standard. The Corporate MHPSA Director, Quality Assurance is the appointed ISO Management Representative.

The ISO Management Representative delegates responsibility to site business unit Quality Managers, but retains the responsibility and accountability for the system as a whole. The Management Representative reports the performance of the QMS and need for improvement to top corporate management. The Management Representative also ensures promotion of awareness of customer requirements throughout the MHPSA organization. Additional QMS responsibilities are defined in MHPSA's QMS procedures as defined in this manual.

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Typical Management Representative Responsibilities

4.0	Quality Mgt. System Requirements		7.0	Product Realization	
4.1	General Requirements	ISO Management Rep.	7.1	Planning of Product Realization	Engineering , QA
4.2	Documentation Requirements	ISO Management Rep.	7.2	Customer-Related Processes	Sales & Marketing
5.0	Management Responsibility		7.3	Design and Development	Project & Engineering
5.1	Management Commitment	CEO	7.4	Purchasing	Global Sourcing
5.2	Customer Focus	Sales & Marketing	7.5	Production & Service Provision	Service & Manufacturing
5.3	Quality Policy	CEO	7.6	Control of Monitor/ Measure Devices	Service & Manufacturing
5.4	Planning	ISO Management Rep.	8.0	Measurement, Analysis, and Improvement	
5.5	Responsibility, Authority and Communication	ISO Management Rep.	8.1	General	QA, Service & Manufacturing
5.6	Management Review	ISO Management Rep.	8.2	Measurement and Monitoring	QA, Service & Manufacturing
6.0	Resource Management		8.3	Control of Nonconforming Product	QA, Service & Manufacturing
6.1	Provision of Resources	CEO	8.4	Analysis of Data	QA & Senior Staff
6.2	Human Resources	Human Resources	8.5	Improvement	QA & Senior Staff
6.3	Infrastructure	Facilities & EHS			
6.4	Work Environment	Facilities & EHS			

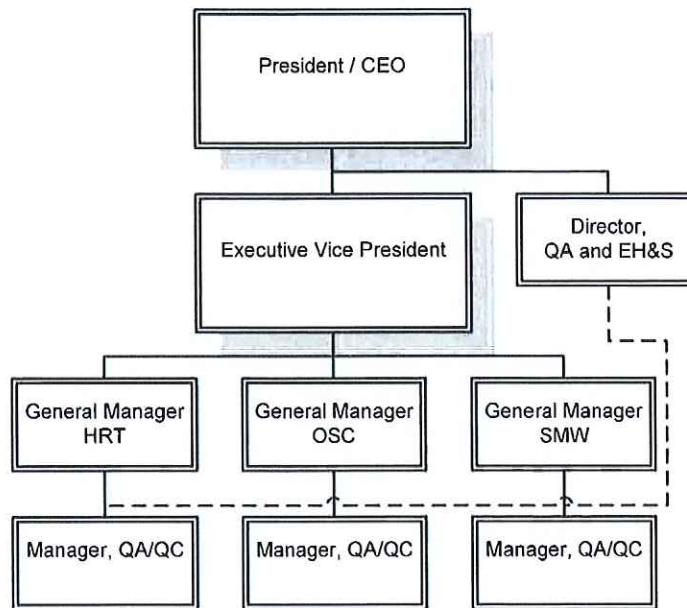
5.5.3 Internal Communication

MHPSA ensures communication between its various levels and functions regarding the processes of the QMS and their effectiveness.

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MHPSA SENIOR QUALITY MANAGEMENT TEAM ORGANIZATIONAL CHART

The following illustrates the organization reporting relationships responsible for development and maintenance of the QMS.



5.6 Management Review

5.6.1 General

Corporate MHPSA reviews the QMS at planned intervals to ensure its continuing suitability, adequacy, and effectiveness. Management review meetings result in the evaluation of the need for changes to the QMS, including the quality policy and quality objectives.

5.6.2 Review Input

Inputs to management review include, but are not limited to, current performance and improvement opportunities related to the following:

- Results of audits & customer feedback

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- Process performance and product conformance
- Status of preventive and corrective actions
- Follow-up actions from earlier management reviews
- Changes that could affect the QMS
- Recommendations for improvement

5.6.3 Review Output

The outputs from the management review include actions related to:

- Improvement of the effectiveness of the QMS and its processes
- Improvement of product related to customer requirements
- Determination of resource needs

The results of management reviews are recorded.

6.0 RESOURCE MANAGEMENT

6.1 Provision of Resources

MHPSA has determined and provided in a timely manner the resources needed to:

- Implement, maintain and improve the processes of the QMS
- Address or enhance customer satisfaction by meeting customer requirements

6.2 Human Resources

6.2.1 General

Personnel who are assigned responsibilities defined in the QMS are competent on the basis of applicable education, training, skills, and experience.

6.2.2 Competence, Awareness, and Training

MHPSA follows documented procedures to:

- Identify competency needs for personnel performing activities affecting product quality
- Provide training to satisfy these needs
- Evaluate the effectiveness of the training provided

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- Ensure that employees are aware of the relevance and importance of their activities and how they contribute to the achievement of the quality objectives
- Maintain appropriate records of education, experience, training and qualification (see 4.2.4)

6.3 Infrastructure

MHPSA has identified, provided, and maintained the infrastructure, as applicable, required to achieve the conformity of product, including:

- Buildings, workspace and associated utilities
- Process equipment (hardware and software)
- Supporting services

6.4 Work Environment

MHPSA has identified and manages the human and physical factors of the work environment needed to achieve conformity of product.

7.0 PRODUCT REALIZATION

7.1 Planning of Product Realization

Product realization is defined as the sequence of processes and sub-processes required to achieve the product. Planning the realization of processes is consistent with the other requirements of MHPSA's QMS and is documented by procedures, process work instructions, and related documentation. In planning the processes for realization of product, MHPSA has determined the following as appropriate:

- The need to establish processes and documentation, and provide resources and facilities specific to the product
- Verification, validation, testing, and inspection activities and the criteria for acceptability
- The records necessary to provide confidence of conformity of the processes and resulting product

Documentation that describes how processes of the QMS are applied for a specific product, project, or contract may be referred to as procedures or related work instructions.

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7.2 Customer-Related Processes

7.2.1 Determination of Requirements Related to Product

MHPSA has determined customer requirements including:

- Product requirements specified by the customer, including the requirements for availability, delivery, and support
- Product requirements not specified by the customer but necessary for intended or specific use, where known
- Obligations related to product, including regulatory and legal requirements or any additional requirements determined by Mitsubishi Hitachi Power Systems (MHPS)

7.2.2 Review of Requirements Related to Product

MHPSA reviews the requirements related to product and those identified customer requirements and other additional requirements determined by the organization.

This review is conducted prior to the commitment to supply a product to the customer (e.g., submission of a tender, acceptance of a contract or order) and ensures that:

- Product requirements are defined. For cases in which the customer provides no documented statement of requirements, the customer requirements are confirmed before acceptance.
- Contract or order requirements differing from those previously expressed (e.g., in a tender or quotation) are resolved
- MHPSA has the ability to meet defined requirements

The results of the review and subsequent follow-up actions are recorded (See 4.2.4).

For cases in which product requirements are changed, MHPSA ensures that relevant documentation is amended and relevant personnel are made aware of the changed requirements.

7.2.3 Customer Communication

MHPSA identifies and implements arrangements for communication with customers relating:

- Product information and enquiries, contracts or order handling, including amendments
- Customer feedback, including customer complaints

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7.3 Design and Development

7.3.1 Design and Development Planning

MHPSA plans and controls design and/or development of the organization's products. Design and/or development planning determines and ensures:

- Stages of design and/or development processes
- Review, verification, and validation activities appropriate to each design and/or development stage
- Responsibilities and authorities for design and/or development activities

Interfaces between different groups involved in design and/or development are managed to ensure effective communication and clarity of responsibilities

Planning output is updated, as appropriate, as the design and development progresses.

7.3.2 Design and Development Inputs

Inputs relating to product requirements are defined and documented. These inputs include:

- Functional and performance requirements
- Applicable regulatory and legal requirements
- Applicable information derived from previous similar designs
- Any other requirements essential for design and/or development

These inputs are reviewed for adequacy. Incomplete, ambiguous, or conflicting requirements are resolved.

7.3.3 Design and Development Outputs

The outputs of the design and development process are documented in a manner that enables verification against the design and development input requirements. Design and development output:

- Meets the design and development input requirements
- Provides appropriate information for production and service provisions (see 7.5)
- Contains or references product acceptance criteria
- Defines the characteristics of the product that are essential to its safe and proper use

7.3.4 Design and Development Review

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At suitable stages, systematic reviews of design and/or development are performed in accordance to planned arrangements to:

- Evaluate the ability of the results of design and development to meet requirements and planned arrangements
- Identify problems and propose follow-up actions.

Participants in such reviews include representatives of the functions concerned with the design and/or development stage(s) being reviewed. The results of the reviews and subsequent follow-up actions are recorded (see 4.2.4).

7.3.5 Design and Development Verification

Design and development verification is performed in accordance to planned arrangements (see 7.3.1) to ensure the output meets the design and development inputs. The results of the verification and subsequent follow-up actions are recorded (see 4.2.4).

7.3.6 Design and Development Validation

Design and development validation is performed in accordance to planned arrangements (see 7.3.1) to confirm that resulting product is capable of meeting the requirements for the intended use. Whenever applicable, validation is completed prior to the delivery or implementation of the product. For cases in which it is impractical to perform full validation prior to delivery or implementation, partial validation is performed to the extent applicable.

The results of the validation and subsequent follow-up actions are recorded (see 4.2.4).

7.3.7 Control of Design and Development Changes

Design and development changes are identified, documented, and controlled. This includes evaluation of the effect of the changes on constitute parts and products already delivered. The changes are verified and validated, as appropriate, and then approved before implementation.

The results of the review of changes and subsequent follow-up actions are documented (see 4.2.4).

7.4 Purchasing

7.4.1 Purchasing Process

MHPSA controls purchasing processes to ensure purchased product conforms to requirements. The type and extent of control is dependent upon the effect on subsequent realization processes and their output.

MHPSA evaluates and selects suppliers based on their ability to supply product in accordance with the MHPSA requirements. Criteria for selection and periodic

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evaluation are defined in documented procedures.

The results of evaluations and follow-up actions are to be recorded (see 4.2.4).

7.4.2 Purchasing Information

Purchasing documents contain information describing the product to be purchased, including, where appropriate:

Requirements for approval or qualification of:

- Product
- Procedures (if applicable)
- Processes (if applicable)
- Equipment (if applicable)

MHPSA ensures the adequacy of specified requirements contained in the purchasing documents prior to their release.

7.4.3 Verification of Purchased Product

MHPSA identifies and implements the activities necessary for verification of purchased product.

For cases in which MHPSA or its customer proposes to perform verification activities at the supplier's premises, MHPSA specifies the intended verification arrangements and method of product release in the purchasing information.

7.5 Production and Service Provision

7.5.1 Control of Production and Service Provision

MHPSA controls production and service provision through:

- The availability of information that specifies the characteristics of the product
- The availability of process work instructions where necessary
- The use and maintenance of suitable equipment for production and service operations
- The availability and use of measuring and monitoring devices
- The implementation of monitoring and measuring activities
- The implementation of defined processes for releases, delivery, and applicable post-delivery activities

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7.5.2 Validation of Processes

MHPSA validates any production and service processes in which the resulting output cannot be verified by subsequent measurement and monitoring. This includes any processes where deficiencies may become apparent only after the product is in use or the service has been delivered.

Validation demonstrates the ability of the processes to achieve the planned results, and includes the following activities:

- Definition of the criteria and validation protocol for review & approval of the processes
- Installation qualification of equipment and personnel training
- Use of defined validation methodologies and procedures to determine operational qualification and performance qualification
- Requirements for records
- Re-validation

7.5.3 Identification and Traceability

MHPSA identifies, where appropriate, the product by suitable means throughout product realization. MHPSA identifies the status of the product with respect to measurement and monitoring requirements. MHPSA controls and records the unique identification of the product, where traceability is a specified requirement (see 4.2.4).

7.5.4 Customer Property

MHPSA exercises care with customer property while it is under MHPSA's control or being used by MHPSA. MHPSA identifies, verifies, protects, and maintains customer property provided for use or incorporation into the product. Any occurrence of customer property being lost, damaged, or otherwise found to be unsuitable for use is recorded and reported to the customer (See 4.2.4).

Customer property includes intellectual materials or other information provided in confidence.

7.5.5 Preservation of Product

MHPSA preserves conformity of product with customer requirements during internal processing and delivery to the intended destination. This includes identification, handling, packaging, storage, and protection. This applies to the constituent parts of a product.

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7.6 Control of Monitoring and Measuring Devices

MHPSA has identified the measurements made and the measuring and monitoring devices required to assure conformity of product to specified requirements.

Measuring and monitoring devices are used and controlled to ensure that measurement capability is consistent with the measurement requirements. Where applicable, measuring and monitoring devices are:

- Calibrated and adjusted periodically or prior to use against devices traceable to international or national standards. Where no such standard exists, the basis used for calibration is recorded. The results of calibrations are recorded (see 4.2.4).
- Safeguarded from adjustments that invalidate the calibration and protected from damage and deterioration during handling, maintenance, and storage
- Controlled such that the validity of previous results are re-assessed if they are subsequently found to be out of calibration, and corrective action taken

Software used for measuring and monitoring of specified requirements is validated prior to use, as required.

8.0 MEASUREMENT, ANALYSIS, AND IMPROVEMENT

8.1 General

MHPSA has defined, planned, and implemented the measurement, monitoring, analysis, and improvement activities needed to assure conformity and achieve improvement. This includes the determination of the need for, and use of, applicable methodologies including statistical techniques.

8.2 Monitoring and Measurement

8.2.1 Customer Satisfaction

MHPSA monitors information on customer satisfaction and/or dissatisfaction as one of the measurements of performance of the QMS. The methodologies for obtaining and using this information is determined and documented by procedures.

8.2.2 Internal Audit

MHPSA conducts periodic internal audits via the Quality Assurance Department to determine whether the QMS is inclusive of the following points:

- Conforms to the requirements of ISO 9001:2008 international standard,

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including customer and/or regulatory requirements, as applicable

- Has been effectively implemented and maintained
- MHPSA plans the audit program taking into consideration the status and importance of the activities and areas to be audited, as well as the results of previous audits.
- The audit scope, frequency, and methodologies used are defined in documented procedures. Personnel other than those who perform the activity being audited conduct audits.
- Documented procedures define responsibilities and requirements for conducting audits, ensuring their independence, recording results, and reporting to management.
- Management takes timely corrective action on deficiencies found during the audit.
- Follow-up activities include the verification of the implementation of corrective action and the reporting of the verification results.

8.2.3 Monitoring and Measurement of Processes

MHPSA applies suitable methods for measurement and monitoring of those processes necessary to meet customer requirements. These methods confirm the continuing ability of each process to satisfy its intended purpose.

8.2.4 Monitoring and Measurement of Product

MHPSA measures and monitors the characteristics of the product to verify that requirements for the product are met. This is carried out at appropriate stages of the product realization process.

Evidence of conformity with the acceptance criteria is documented. Records indicate the authority responsible for release of the product (see 4.2.4)

Product release and service delivery does not proceed until all the specified activities have been satisfactorily completed, unless otherwise approved by the customer.

8.3 Control of Nonconforming Product

MHPSA ensures that product which does not conform to requirements is identified and controlled to prevent unintended use or delivery. These activities are defined in documented procedures.

MHPSA deals with nonconforming product by taking actions to eliminate the detected nonconformity. MHPSA may authorize its use, release or acceptance under concession by a relevant authority, where applicable, by the customer. MHPSA may

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take action to preclude its original use or intended application.

Nonconforming product is corrected and subject to re-verification after correction to demonstrate conformity. When nonconforming product is detected after delivery or use has started, MHPSA takes appropriate action regarding the consequences of the nonconformity.

When required, the proposed recertification of nonconforming product is reported for concession to the customer, the end-user, regulatory body, or other bodies and/or organizations.

Records of the nature of the nonconformities and any subsequent actions taken, including concessions obtained, are maintained (See 4.2.4).

8.4 Analysis of Data

MHPSA collects and performs an analysis on the appropriate data to determine the suitability and effectiveness of the QMS and to identify improvements that can be made. This includes data generated by measuring and monitoring activities and other relevant sources.

MHPSA performs an analysis on this data to provide information on:

- Customer satisfaction and/or dissatisfaction
- Conformance to product requirements and customer requirements
- Characteristics of processes, product and their trends, including opportunities for preventive action
- Suppliers

8.5 Improvement

8.5.1 Continual Improvement

MHPSA plans and manages the processes necessary for the continual improvement of the QMS.

MHPSA facilitates the continual improvement of the QMS through the use of the quality policy, objectives, audit results, analysis of data, corrective and preventive actions, and management review.

8.5.2 Corrective Action

MHPSA takes corrective action to eliminate the cause of nonconformities in order to prevent recurrence. Corrective action is appropriate to the impact of the problems encountered.

Documented procedures for corrective action define the requirements for:

- Identifying and reviewing nonconformities

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- Determining the causes of nonconformity
- Evaluating the need for actions to ensure that nonconformities do not recur
- Determining and implementing the corrective action needed
- Recording the results of action taken, including records
- Reviewing the corrective action taken for effectiveness

8.5.3 Preventive Action

MHPSA identifies preventive action to eliminate the causes of potential nonconformities to prevent occurrence. Preventive actions taken are appropriate to the impact of the potential problems.

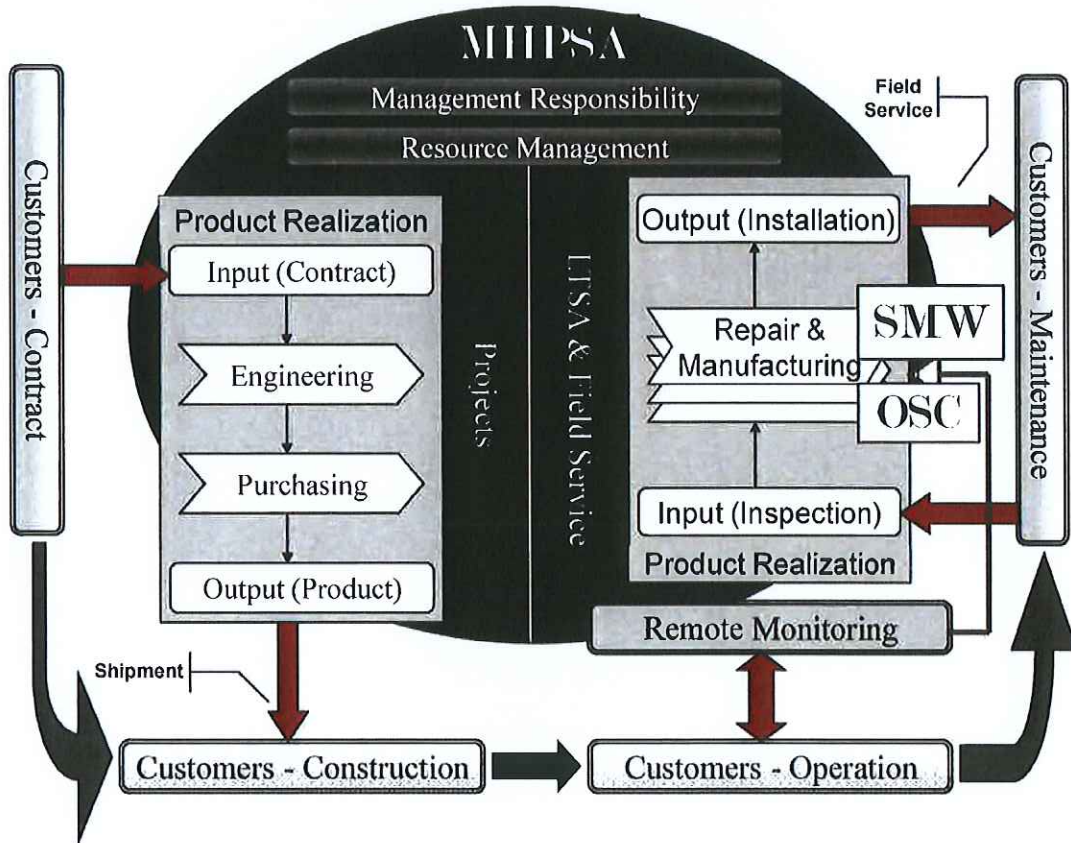
Documented procedures for preventive action define the requirements for:

- Identifying potential nonconformities and their causes
- Evaluating the need for action to prevent occurrence of nonconformities
- Determining and implementing action needed
- Recording results of actions taken.
- Reviewing preventive actions taken

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Exhibit A: Business Flow - Processes included in the Scope of the QMS



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Exhibit B: ISO Procedure Applicability Matrix:

ISO #	Section Description	Procedural Reference
4.0	Quality Management System (QMS)	
4.1	General Requirements	QMM
4.2	Documentation Requirements	<u>BP-4.2-01</u> , <u>BP-4.2-03</u>
4.2.1	General	QMM
4.2.2	Quality Management Manual (QMM)	QMM
4.2.3	Control of Documents	<u>BP-4.2-01</u>
4.2.4	Control of Records	<u>BP-4.2-02</u> , <u>MPS-BP-37-2</u>
5.0	Quality Management Responsibility	
5.1	Management Commitment	QMM
5.2	Customer Focus	<u>BP-5.2-01</u> , <u>MPS-BP-41-2</u>
5.3	Quality Policy	QMM, <u>QMM-QP</u>
5.4	Planning	QMM, <u>BP-7.1-01</u>
5.4.1	Quality Objectives	QMM, <u>QMM-QP</u>
5.4.2	Quality Management System Planning	QMM, <u>BP-5.2-01</u>
5.5	Responsibility, Authority and Communication	QMM
5.5.1	Responsibility and Authority	QMM
5.5.2	Management Representative	QMM
5.5.3	Internal Communication	QMM
5.6	Management Review	<u>BP-5.6-01</u>
6.0	Resource Management	
6.1	Provision of Resources	QMM
6.2	Human Resources	QMM
6.2.2	Competence, Awareness and Training	<u>BP-6.2-01</u> , <u>BP-6.2-02</u> , <u>MPS-BP-34-1</u>
6.3	Infrastructure	<u>BP-6.3-01</u>
6.4	Work Environment	<u>BP-6.3-01</u>
7.0	Product Realization	
7.1	Planning of Product Realization	<u>BP-7.1-01</u> (OSC related), <u>BP-7.2-02</u> , <u>BP-7.3-01</u>
7.2	Customer-Related Processes	<u>BP-7.2-01</u> , <u>BP-7.2-02</u> , <u>BP-7.3-01</u>
7.2.1	Determination of Requirements Related to the Product	<u>BP-7.2-01</u> , <u>BP-7.2-02</u> , <u>BP-7.3-01</u>
7.2.2	Review of Requirements Related to the Product	<u>BP-7.2-01</u> , <u>BP-7.2-02</u> , <u>BP-7.3-01</u>

Subject: Quality Management System	Rev: 8	Document # QMM
Reviewed and Approved By: Director, Quality Assurance	Date: 9/12/14	Page 25 of 26

ISO #	Section Description	Procedural Reference
7.2.3	Customer Communication	BP-7.2-01 , BP-7.2-02 , BP-7.3-01 , BP-5.2-01 , MPS-BP-41-2
7.3	Design and Development	BP-7.3-01
7.3.1	Design and Development Planning	BP-7.3-01
7.3.2	Design and Development Inputs	BP-7.3-01
7.3.3	Design and Development Outputs	BP-7.3-01
7.3.4	Design and Development Review	BP-7.3-01
7.3.5	Design and Development Verification	BP-7.3-01
7.3.6	Design and Development Validation	BP-7.3-01
7.3.7	Control of Design and Development Changes	BP-7.3-01
7.4	Purchasing	MPS-BP-35-1
7.4.1	Purchasing Process	MPS-BP-35-1 , BP-7.4-05 , BP-7.4-06
7.4.2	Purchasing Information	MPS-BP-35-1 , BP-7.4-05 , BP-7.4-06
7.4.3	Verification of Purchased Product	MPS-BP-35-1
7.5	Production and Service Provision	
7.5.1	Control of Production and Service Provision	BP-7.5-03
7.5.2	Validation of Processes	BP-7.3-01 , BP-7.5-03 , BP-7.5-07
7.5.3	Identification and Traceability	BP-7.5-04
7.5.4	Customer Property	BP-7.5-05
7.5.5	Preservation of Property	BP-7.5-06
7.6	Control of Monitoring and Measuring Devices	BP-7.6-01
8.0	Measurement, Analysis and Improvement	
8.1	General	QMM
8.2.1	Customer Satisfaction	MPS-BP-41-2
8.2.2	Internal Audit	BP-8.2-01
8.2.3 & 8.2.4	Monitoring and Measurement of Processes and Product	BP-8.2-03
8.3	Control of Nonconforming Product	BP-8.3-01
8.4	Analysis of Data	BP-8.4-01
8.5	Improvement	
8.5.1	Continual Improvement	BP-8.5-02
8.5.2 & 8.5.3	Corrective and Preventive Action	BP-8.3-01 , BP-8.5-02

Subject: Quality Management System	Rev: 8	Document # QMM
Reviewed and Approved By: Director, Quality Assurance	Date: 9/12/14	Page 26 of 26

Exhibit C: Revision History

Revision History

Rev. No.	Change Description	Date
---	Draft issue for the internal review.	08/10/06
0	First issue	09/13/06
1	MHPSA Management Organization Chart; Quality Assurance Org. Chart Revised	06/20/07
2	Changed Policy from "Insuring Customer Requirements" to "Fulfilling Customer"	05/06/08
3	Editorial changes to ensure consistency in nomenclature. MHPSA Management Organization Chart; Quality Assurance Org. Chart Revised, changes 2001 to 2008.	03/17/09
4	Update procedure for editorial changes and addition of Savannah site.	06/3/10
5	Update manual for new Director, Quality Assurance and changes to organizational chart in section 5.5.3 found on page 9.	08/31/11
6	Updated the Management Team Organizational chart in section 5.5. Updated manual for typos. Added new Quality Objective to section 3.0. Updated procedural references in Exhibit B.	05/07/13
7	Section 5.5.3 Updated MHPSA Senior Quality Management Team Organizational Chart. Update document for new company name and logo. Changed the President to David Walsh	4/8/14
8	Updated section 4.2.2 to reflect material required by ISO 9001:2008, section 4.2.3c; Updated section 4.2.3 to reflect material required by ISO 9001:2008, section 4.2.3c Reference: Audit Observation OSC-PIA-02-19-14-Obs-2, item 3 and 4.; Changed diagram in 5.5.3.; Updated Section 3 Quality Policy and Objectives; Added header block with all document information to each page; Updated Table of Contents to hyperlink to each section; Exhibit B: ISO Procedure Applicability Matrix: Created hyperlinks to each referenced document in SIMS.	9/12/14

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EXHIBIT 17
LTSA INVOICING EXAMPLE

This document contains proprietary information and is the sole and exclusive property of MHPS Puerto Rico, LLC "MHPS-PR". Your receipt of this information is an acknowledgement of a confidential relationship between you and MHPSA. This information is to be used solely by you for the purpose for which it is furnished. Neither this document, nor any information obtained there from is to be reproduced, transmitted, disclosed, discussed with any third party, or used otherwise, in whole or in part, without first receiving the express written authorization of MHPS-PR.

MHPS Puerto Rico, LLC 654 Plaza - Suite 1838 654 Muñoz Rivera Ave. San Juan, PR 00918-4123

BILL TO:

Autoridad de Energía Eléctrica - PREPA
 División de Tesorería
 P.O. Box 70253
 San Juan, PR 00936-8253

INVOICE DATE	03/03/2016
INVOICE NUMBER	8000xxxx
TERMS OR DUE DATE	Net 60 Days
PURCHASE ORDER	WO-1-LTSA-PR
INVOICE TYPE	MHPS Invoice Cntrct
Service Order Number	N/A

PROJECT NUMBER L-999995
PROJECT NAME PREPA LTSA

All amounts are in the following currency: USD

Description	Qty	Unit	Unit Price	Amount	Curr
10 EFH - VARIABLE FEE EFH UNIT 5 - PR Customer Item: Services to be done in PR Line Comments: February 2016	1	HR	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
11 EFH - VARIABLE FEE EFH UNIT 6 - PR Customer Item: Services to be done in PR Line Comments: February 2016	1	HR	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
20 FIXED_FEE FIXED FEE Unit 5 - PR Customer Item: Services to be done in PR Line Comments: February 2016	1	EA	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
30 FIXED_FEE FIXED FEE UNIT 6 - PR Customer Item: Services to be done in PR Line Comments: February 2016	1	EA	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					

Line Item Total: \$xxx,xxx.xx USD
 Tax Total: \$x.xx USD
 \$xxx,xxx.xx USD

MHPS Puerto Rico, LLC 654 Plaza - Suite 1838 654 Muñoz Rivera Ave. San Juan, PR 00918-4149

BILL TO:

Autoridad de Energía Eléctrica - PREPA
División de Tesorería
P.O. Box 70253
San Juan, PR 00936-8253

INVOICE DATE	03/03/2016
INVOICE NUMBER	8000xxxx
TERMS OR DUE DATE	Net 60 Days
PURCHASE ORDER	WO-1-LTSA-PR
INVOICE TYPE	MHPS Invoice Cntrct
Service Order Number	N/A

PROJECT NUMBER L-999995

PROJECT NAME PREPA LTSA

REMIT TO:

Send Wire Payments to:

Bank of Tokyo Mitsubishi UFJ, Ltd.
New York Branch
Account #: 310056500
New York Branch
Routing #: 0260-0963-2
10020-1104 New York NY

MHPS-PR, LLC

Send Check Payments to:

MHPS-PR, LLC.
c/o Mitsubishi Hitachi Power Systems Americas, Inc.
400 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746

No Interest Certification Clause: Under penalty of absolute nullity, I hereby certify that no employee, official or director of PREPA is a party or has any interest in the profits or benefits to be obtained under this Agreement, or if any employee, official or director of PREPA has any interest in the profits or benefits under this Agreement a waiver has been previously obtained. I, also certify that the only consideration to provide the services under this Agreement is the payment agreed with PREPA's authorized representative. The services were provided and no payment has been received for said concept.

Contractor Authorized Signature

MHPS Puerto Rico, LLC 654 Plaza - Suite 1838 654 Muñoz Rivera Ave. San Juan, PR 00918-4123

BILL TO:

Autoridad de Energía Eléctrica - PREPA
 División de Tesorería
 P.O. Box 70253
 San Juan, PR 00936-8253

INVOICE DATE	03/03/2016
INVOICE NUMBER	8000xxxx
TERMS OR DUE DATE	Net 60 Days
PURCHASE ORDER	WO-2-LTSA-US
INVOICE TYPE	MHPS Invoice Cntrct
Service Order Number	N/A

PROJECT NUMBER L-999995

PROJECT NAME PREPA LTSA

All amounts are in the following currency: USD

Description	Qty	Unit	Unit Price	Amount	Curr
10 EFH - VARIABLE FEE EFH UNIT 5 - US Customer Item: Parts Line Comments: February 2016	1	HR	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
11 EFH - VARIABLE FEE EFH UNIT 6 - US Customer Item: Parts Line Comments: February 2016	1	HR	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
20 FIXED_FEE FIXED FEE Unit 5 - US Customer Item: Services done outside PR Line Comments: February 2016	1	EA	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					
30 FIXED_FEE FIXED FEE UNIT 6 -US Customer Item: Services done outside PR Line Comments: February 2016	1	EA	\$xx,xxx.xx	\$xx,xxx.xx	USD
Ship Date: 03/03/2016					

Line Item Total: \$xxx,xxx.xx USD
 Tax Total: \$x.xx USD
 \$xxx,xxx.xx USD

MHPS Puerto Rico, LLC 654 Plaza - Suite 1838 654 Muñoz Rivera Ave. San Juan, PR 00918-4149

BILL TO:

Autoridad de Energía Eléctrica - PREPA
 División de Tesorería
 P.O. Box 70253
 San Juan, PR 00936-8253

INVOICE DATE	03/03/2016
INVOICE NUMBER	8000xxxx
TERMS OR DUE DATE	Net 60 Days
PURCHASE ORDER	WO-2-LTSA-US
INVOICE TYPE	MHPS Invoice Cntrct
Service Order Number	N/A

PROJECT NUMBER L-999995

PROJECT NAME PREPA LTSA

REMIT TO:

Send Wire Payments to:
 Bank of Tokyo Mitsubishi UFJ, Ltd.
 New York Branch
 Account #: 310056500
 New York Branch
 Routing #: 0260-0963-2
 10020-1104 New York NY

MHPS-PR, LLC

Send Check Payments to:
 MHPS-PR, LLC.
 c/o Mitsubishi Hitachi Power Systems Americas, Inc.
 400 Colonial Center Parkway, Suite 400
 Lake Mary, FL 32746

No Interest Certification Clause: Under penalty of absolute nullity, I hereby certify that no employee, official or director of PREPA is a party or has any interest in the profits or benefits to be obtained under this Agreement, or if any employee, official or director of PREPA has any interest in the profits or benefits under this Agreement a waiver has been previously obtained. I, also certify that the only consideration to provide the services under this Agreement is the payment agreed with PREPA's authorized representative. The services were provided and no payment has been received for said concept.

Contractor Authorized Signature

EXHIBIT 18

EQUIVALENT FIRED HOURS AND EFFECTIVE STARTS DATA VERIFICATION

mmm EFH and ES from 00:00h of mm/01/yy 00:00 to 24:00h of mm/dd/yy

Per San Juan Units 5 & 6 LTSA Exhibit 9	GT5	GT6
ACTUAL OPERATING HOURS		
NUMBER OF STARTS		
NUMBER OF TRIPS FROM LOAD		
NUMBER OF RAPID LOAD CHANGES		
NUMBER OF LOAD REJECTIONS		
TOTAL EFFECTIVE STARTS		
TOTAL EQUIVALENT FIRED HOURS		

Certified by:

Verified by:

MHPS Puerto Rico, LLC

PREPA San Juan - Operations

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EXHIBIT 19

WORK ORDER AND EXPENDITURE AUTHORIZATION FORMS

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COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

SAN JUAN, PUERTO RICO

www.aeepr.com



PO Box 364267
 SAN JUAN, PR 00936-4267

Work Order (WO) #: WO-1-LTSA-PR
Long Term Service Agreement
Work To Be Done in Puerto Rico

Description: Covered Units and Generator Units Planned Maintenance Inspection Services

<p>PREPA: Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936</p> <p>Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager</p>	<p>Contractor: MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123</p> <p>LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America</p>
--	---

Work Order Amount Prior to this WO:
Amount of this Work Order: \$ 46,034,670.00
 Initial Work Order Amount Plus Revisions: \$ 46,034,670.00

Exhibit #	Work Order Requirements Pursuant to Article 5
	<input checked="" type="checkbox"/> Long Term Service Agreement (the Contract)
<u>1</u>	<input checked="" type="checkbox"/> Description of Covered Units
<u>2</u>	<input checked="" type="checkbox"/> Planned Maintenance Schedule and Work Scopes
<u>5</u>	<input checked="" type="checkbox"/> Division of Responsibilities Inspection Services
<u>9</u>	<input checked="" type="checkbox"/> Equivalent Fired Hours/Effective Starts Formulae
<u>10</u>	<input checked="" type="checkbox"/> Covered Technical Field Assistance
<u>13</u>	<input checked="" type="checkbox"/> Comprehensive Rotor Inspection Pre-Assessment (Pre-CRI)
<u>15</u>	<input checked="" type="checkbox"/> Inspection Labor Supply Responsibilities
<u>16</u>	<input checked="" type="checkbox"/> Quality Management System
<u>17</u>	<input checked="" type="checkbox"/> LTSA Invoicing Example
<u>18</u>	<input checked="" type="checkbox"/> Equivalent Fired Hours Data Verification

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Signature of Authorized Representatives:

Notice to Proceed: Contractor is immediately released to proceed with the Scope of Work specified herein.

Upon approval of this Work Order, all Work shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement and, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) this Work Order and any approved revisions thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of this ___th day of March of the year 2016 (Effective Date), in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority

[Signature]

By: Javier Antonio Quintana Méndez
 Executive Director

MHPS Puerto Rico, LLC

[Signature]

By: David Michael Walsh
 President

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

SAN JUAN, PUERTO RICO

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PO Box 364267
 SAN JUAN, PR 00936-4267

Work Order (WO) #: WO-2-LTSA-US
Long Term Service Agreement
Work To Be Done outside Puerto Rico

Description: Covered Units and Generator Units Parts, Remote Monitoring, Program Management

<p>PREPA:</p> <p>Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936</p> <p>Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager</p>	<p>Contractor:</p> <p>MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123</p> <p>LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America</p>
--	---

Work Order Amount Prior to this WO:	
Amount of this Work Order:	\$ 81,839,412.00
Initial Work Order Amount Plus Revisions:	\$ 81,839,412.00

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Exhibit #	Work Order Requirements Pursuant to Article 5
	<input checked="" type="checkbox"/> Long Term Services Agreement (the Contract)
1	<input checked="" type="checkbox"/> Description of Covered Units and Covered Parts
3	<input checked="" type="checkbox"/> Program Management Duties
4	<input checked="" type="checkbox"/> Remote Monitoring Services
7	<input checked="" type="checkbox"/> Price List for Covered Parts, and Miscellaneous Hardware
9	<input checked="" type="checkbox"/> Equivalent Fired Hours / Effective Starts Formula
10	<input checked="" type="checkbox"/> Covered Parts Repair / Refurbishment Unit Price List
12	<input checked="" type="checkbox"/> Compressor Coverage
16	<input checked="" type="checkbox"/> Quality Management System
17	<input checked="" type="checkbox"/> LTSA Invoicing Example
18	<input checked="" type="checkbox"/> Equivalent Operating Hours Data Verification
23	<input checked="" type="checkbox"/> Gas Turbine Pre-outage and Post-outage Performance Testing

Signature of Authorized Representatives:

Notice to Proceed: Contractor is immediately released to proceed with the Scope of Work specified herein.

Upon approval of this Work Order, all Work shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement and, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) this Work Order and any approved revisions thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of this ___th day of March of the year 2016 (Effective Date), in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority

By: Javier Antonio Quintana Méndez
 Executive Director

MHPS Puerto Rico, LLC

By: David Michael Walsh
 President

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PUERTO RICO ELECTRIC POWER AUTHORITY

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PO Box 364267
 SAN JUAN, PR 00936-4267

Work Order (WO) #: WO-3-EXTRAWORK-PR

**Long Term Service Agreement
 Work To Be Done in Puerto Rico**

Description: Covered Units and Generator Units Extra Work Services

<p>PREPA: Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936</p> <p>Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager</p>	<p>Contractor: MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123</p> <p>LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America</p>
--	---

Work Order Amount Prior to this WO: \$ -

Amount of this Work Order: \$ 6,000,000.00

Initial Work Order Amount Plus Revisions: \$ 6,000,000.00

Exhibit # Work Order Requirements Pursuant to Article 5

- Long Term Services Agreement (the Contract)
- 1 Description of Covered Units
- 2 Division of Responsibilities Inspection Services
- 8 Labor Rates for Collateral Damage Repair and Extra Work
- 10 Covered Technical Field Assistance
- 16 Quality Management System
-
-
-
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Signature of Authorized Representatives:

Notice to Proceed: Contractor is immediately released to proceed with the Scope of Work specified herein.

Upon approval of this Work Order, all Work shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement and, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) this Work Order and any approved revisions thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of this ___th day of March of the year 2016 (Effective Date), in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority

MHPS Puerto Rico, LLC

[Handwritten signature]
 By: Javier Antonio Quintana Méndez
 Executive Director

[Handwritten signature]
 By: David Michael Walsh
 President

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

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PO Box 364267
 SAN JUAN, PR 00936-4267

Work Order (WO) #: WO-4-EXTRAWORK-US
Long Term Service Agreement
Work To Be Done outside Puerto Rico

Description: Covered Units and Generator Units Extra Work Parts and Services

<p>PREPA: Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936</p> <p>Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager</p>	<p>Contractor: MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123</p> <p>LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America</p>
--	---

Work Order Amount Prior to this WO: \$	-
Amount of this Work Order: \$	6,000,000.00
Initial Work Order Amount Plus Revisions: \$	6,000,000.00

Exhibit #	Work Order Requirements Pursuant to Article 5
	<input checked="" type="checkbox"/> Long Term Service Agreement (the Contract)
1	<input checked="" type="checkbox"/> Description of Covered Units
7	<input checked="" type="checkbox"/> Price List for Covered Parts, and Miscellaneous Hardware
10	<input checked="" type="checkbox"/> Covered Parts Repair / Refurbishment Unit Price List
12	<input checked="" type="checkbox"/> Compressor Coverage
14	<input checked="" type="checkbox"/> Comprehensive Rotor Inspection (CRI)
16	<input checked="" type="checkbox"/> Quality Management System
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

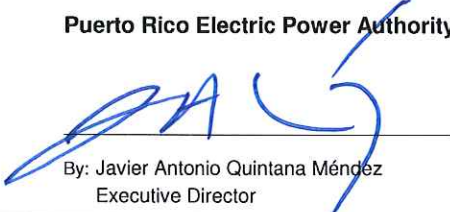
Signature of Authorized Representatives:

Notice to Proceed: Contractor is immediately released to proceed with the Scope of Work specified herein.

Upon approval of this Work Order, all Work shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement and, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) this Work Order and any approved revisions thereto.


IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of this ___th day of March of the year 2016 (Effective Date), in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority



By: Javier Antonio Quintana Méndez
 Executive Director

MHPS Puerto Rico, LLC



By: David Michael Walsh
 President

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COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

SAN JUAN, PUERTO RICO



PO Box 364267
 SAN JUAN, PR 00936-4267

www.aeepr.com

Work Order (WO) #: WO-5-CRI-US
Long Term Service Agreement
Work To Be Done outside Puerto Rico

Description: Covered Units Comprehensive Rotor Inspection Services

<p>PREPA: Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936</p> <p>Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager</p>	<p>Contractor: MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123</p> <p>LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America</p>
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Work Order Amount Prior to this WO: \$	-
Amount of this Work Order: \$	<u>2,566,764.00</u>
Initial Work Order Amount Plus Revisions: \$	<u>2,566,764.00</u>

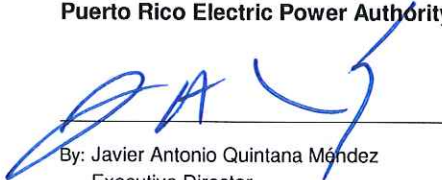

Exhibit #	Work Order Requirements Pursuant to Article 5
	<input checked="" type="checkbox"/> Long Term Service Agreement (the Contract)
1	<input checked="" type="checkbox"/> Description of Covered Units and Covered Parts
14	<input checked="" type="checkbox"/> Comprehensive Rotor Inspection (CRI)
16	<input checked="" type="checkbox"/> Quality Management System
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>

Signature of Authorized Representatives:

Notice to Proceed: Contractor is immediately released to proceed with the Scope of Work specified herein.

Upon approval of this Work Order, all Work shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement and, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) this Work Order and any approved revisions thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of this ____th day of March of the year 2016 (Effective Date), in San Juan, Puerto Rico.

<p>Puerto Rico Electric Power Authority</p>  <p>By: Javier Antonio Quintana Méndez Executive Director</p>	<p>MHPS Puerto Rico, LLC</p>  <p>By: David Michael Walsh President</p>
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 [Signature]

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

SAN JUAN, PUERTO RICO

PO Box 364267
 SAN JUAN, PR 00936-4267

www.aeepr.com



Expenditure Authorization (EA) # : Long Term Services Agreement San Juan Units 5 & 6 Gas Turbines and GT-Generators Units Contract #XXXXXXX Performed Under the Authority of Work Order # WO-XX-EXTRAWORK-PR(US)	
Description:	
PREPA: Puerto Rico Electric Power Authority NEOM Building, 4th Floor, Office 404 Road 8838, Km. 15.1 Monacillos Ward San Juan, Puerto Rico 00936 Executive Director Facsimile: (787) 521-4665 cc: Generation Director San Juan Power Plant Plant Manager	Contractor: MHPS Puerto Rico, LLC 654 Plaza Building, Suite 1838, 654 Muñoz Rivera Avenue San Juan, PR 00918-4123 LTSA Program Manager Facsimile No.: (407) 688-6995 cc: LTSA Regional Manager Latin America
Expenditure Authorization Amount Prior to this EA: \$ - Amount of this Expenditure Authorization: \$ - Initial Expenditure Authorization Amount Plus Revisions: \$ -	
Payment Terms Under Which this Expenditure Authorization shall be Performed (check one): <input type="checkbox"/> Article 5.2 Expenditure Authorizations - Firm Price Basis <input checked="" type="checkbox"/> Article 5.2 Expenditure Authorizations - Time and Material Cost Basis	
<input checked="" type="checkbox"/> Provide an accounting showing that the total value of all EA's and Approved EA revisions do not exceed the value of the above referenced Work Order.	
Attachment # Firm Cost Requirements Article 5 ___ <input type="checkbox"/> Detail Scope of Work ___ <input type="checkbox"/> Schedule of Work ___ <input type="checkbox"/> Division of Responsibility ___ <input type="checkbox"/> Milestone Payment Schedule ___ <input type="checkbox"/> _____ ___ <input type="checkbox"/> _____	Attachment # Time and Material Cost Requirements Article 5 1 <input checked="" type="checkbox"/> Detail Scope of Work 2 <input checked="" type="checkbox"/> Schedule of Work 3 <input checked="" type="checkbox"/> Division of Responsibility 4 <input checked="" type="checkbox"/> Estimated Cost
Location Where Work Shall be Performed <input checked="" type="checkbox"/> Work Performed in Puerto Rico <input type="checkbox"/> Work Performed Outside Puerto Rico	
Signature of Authorized Representatives: Work under this Expenditure Authorization shall be subject to and performed under the terms and conditions included in (i) the above referenced Long Term Services Agreement, (ii) approved amendments and changes to the Long Term Services Agreement and, (iii) the above referenced Work Order and any approved revision thereto, under which authority this Expenditure Authorization has been Issued. Contractor is immediately released to proceed with the Scope of Work specified herein. IN WITNESS WHEREOF, the Parties hereto have executed this Expenditure Authorization as of this _____ day of _____ of the year 20____ (Effective Date), in San Juan, Puerto Rico.	
Puerto Rico Electric Power Authority By: Name San Juan Power Plant Manager	MHPS Puerto Rico, LLC _____ By: Name LTSA Program Manager

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EXHIBIT 21

ESTIMATED ANTICIPATED LTSA CASH FLOW REQUIREMENTS

E21.1 LTSA Monthly Invoices (WO-1-LTSA-PR and WO-2-LTSA-US)

Variable Fee (2015 \$) \$ 505.00 Variable Fee credit per Article \$ 28.97 Credit Prev LTSA \$ 4,570,804.15
 Fixed Fee (2015 \$) \$ 300,000.00 Adjusted Variable Fee (until first MI) \$ 476.0
 Escalation Factor (avg) 3%

Year	Unit 5		Unit 6		Mob Fee 2015 \$	Variable Fee 2015 \$	Adj. Prev LTSA	Fixed Fee 2015 \$	Total 2015 \$	Total Escalated	Cumulative Escalated
	EFH	Cum EFH	Insp.	EFH							
0	Pre-Eff. Date	8,000	8,000	600	600	\$ 4,343,000.00	\$ -	\$ -	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
1	2016	10,000	18,000	TI-8K	TI-8K	\$ -	\$ 9,996,527	\$ 608,472.95	\$ 225,000	\$ 9,613,054.09	\$ 9,613,054.09
2	2017	12,000	30,000	CI-12K	CI-12K	\$ -	\$ 11,424,602	\$ 695,397.66	\$ 300,000	\$ 11,029,204.68	\$ 11,360,080.82
3	2018	12,000	42,000	TI-12K	CI-12K	\$ -	\$ 11,424,602	\$ 695,397.66	\$ 300,000	\$ 11,029,204.68	\$ 11,700,883.24
4	2019	12,000	54,000	CI-12K	TI-12K	\$ -	\$ 11,424,602	\$ 695,397.66	\$ 300,000	\$ 11,029,204.68	\$ 12,051,909.74
5	2020	9,700	63,700	MI-12K	CI-12K	\$ -	\$ 10,329,745	\$ 405,648.64	\$ 300,000	\$ 10,224,095.98	\$ 11,507,310.10
6	2021	12,000	75,700	CI-12K	MI-12K	\$ -	\$ 10,958,500	\$ 127,489.57	\$ 300,000	\$ 11,131,010.43	\$ 12,903,891.81
7	2022	12,000	87,700	TI-12K	CI-12K	\$ -	\$ 12,120,000	\$ -	\$ 300,000	\$ 12,420,000.00	\$ 14,830,129.52
8	2023	12,000	99,700	CI-12K	TI-12K	\$ -	\$ 12,120,000	\$ -	\$ 300,000	\$ 12,420,000.00	\$ 15,275,033.41
9	2024	4,300	104,000	MI-12K	CI-12K	\$ -	\$ 8,231,500	\$ -	\$ 300,000	\$ 8,531,500.00	\$ 10,807,448.95
10	2025				MI-12K	\$ -	\$ 3,383,500	\$ -	\$ 150,000	\$ 3,533,500.00	\$ 4,610,416.05
11	2026					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,610,416.05
12	2027					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,610,416.05
13	2028					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,610,416.05
14	2029					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,610,416.05
	TOTALS	104,000	104,000			\$ 4,343,000	\$ 101,413,579	\$ 4,570,804.15	\$ 2,775,000	\$ 103,960,774.52	\$ 117,660,157.72

- Notes:**
- 1) EFH were estimated assuming that the gas turbines operate approximately 8,205 actual hours/year, except in the years of Major Inspections, and the first and last years of the Term.
 - 2) Escalation has been assumed at an average of 3% per year from 2016 for the above calculation
 - 3) Mobilization Fee is an estimate calculated based on an assumption of 8,000 EFH from First Fire until Effective Date for Unit 5, and 600 EFH for Unit 6. In case of Unit 5 exceeding 8,000 EFH before Effective Date, then Variable Fee Components 2 and 3 would be applicable.

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Exh 21-1

E21.2 Comprehensive Rotor Inspection Payments (WO-5-CRI-US)

Year	Unit 5		Unit 6		Notes
	CRI Base	CRI Extra-Work	CRI Base	CRI Extra-Work	
0	Pre-Eff. Date				
1	2016				
2	2017				
3	2018				
4	2019	\$ 641,691.00			CT5 CRI Initial Payment
5	2020	\$ 641,691.00			CT5 CRI Balance Payment + CT6 CRI Initial Payment
6	2021		\$ 641,691.00		CT6 CRI Balance Payment
7	2022				
8	2023				
9	2024				
10	2025				
11	2026				
12	2027				
13	2028				
14	2029				
TOTALS		\$ 1,283,382.00	\$ -	\$ 1,283,382.00	\$ -

- Notes:**
- 1) This estimate includes CRI base scope only. CRI emergent work shall be invoiced as Extra Work
 - 2) CRI initial payment shall be invoiced eight (8) months before expected MI start date for each Covered Unit
 - 3) Pricing per Exhibit 14. No price escalation applicable until end of year 2021

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EXHIBIT 22

TERMINATION AMOUNTS

The True-up and Termination Fee listed below shall constitute the "Termination Amounts".

E22.1 True-up

In the event of any termination of this Contract, the Parties shall perform a true-up to determine what amounts are owed by one Party to the other Party. The true-up shall be the balance (positive or negative) resulting from the subtraction of the total price of all new Covered Parts, Covered Parts repairs, Miscellaneous Hardware and Planned Maintenance Inspection services supplied or performed by the Contractor from the total amount of Mobilization Fee, Variable Fees, and Fixed Fees paid by the Owner under this Contract.

For true-up purposes of this Exhibit 22, the base prices to be used for the liquidation of Contractor's Work shall be as follows:

- New Covered Parts: per Exhibit 7 price list.
- Covered Parts Repair: per Exhibit 10 price list.
- Planned Maintenance Inspections Field Services and Miscellaneous Hardware kits use:
 - o Combustor Inspection:
 - Field Service including FME: \$570,004
 - Miscellaneous Hardware CI kit usage: \$125,000
 - o Turbine Inspections:
 - Field Service including FME: \$952,565
 - Miscellaneous Hardware CI + TI kits usage: \$225,000
 - o Gas Turbine Major Inspections:
 - Field Service including FME: \$2,023,780
 - Miscellaneous Hardware CI + TI + MI kits usage: \$300,000
 - o Generator Major Inspections:
 - Field Service including FME: \$959,112
 - Miscellaneous Hardware usage: \$ 90,000

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E22.2 Termination Fees

In addition to any amount to be paid or credited after True-up, the following Termination Fees shall be applicable:

In case of default:

The Parties agree that, in the event of default, the actual damages to the defaulting Party will be difficult to measure and that the payment of the following shall be imposed in lieu of actual damages and not as a penalty.

a) By PREPA's default

In the event that this Contract is terminated by Contractor for PREPA's default under Article 18.5.2, in addition to the True-up described above, PREPA shall owe Contractor an amount which equals 15% of the cumulative unpaid Variable Fess at the time of termination (i.e. accounting for all the unpaid EFH from termination date until 216,000 EFH, the end of Term for both Covered Units)

b) By Contractor's default

In the event that this Contract is terminated by PREPA for Contractor's uncured material default, in addition to the True-up described above, Contractor shall owe PREPA an amount of two million US Dollars (\$2,000,000).

In case of PREPA's sole decision for convenience:

PREPA may terminate this Contract for convenience in accordance with Article 18.5.2 after each Covered Unit has completed the first MI under this Contract. In such event of termination for PREPA's convenience, in addition to the True-up described above PREPA shall owe Contractor an amount equal to the lesser of: a) one million US Dollars (\$1,000,000) per Covered Unit, or b) the 15% of the cumulative unpaid Variable Fess at the time of termination (i.e. accounting for all the unpaid EFH from termination date until 216,000 EFH, the end of Term for both Covered Units).

EXHIBIT 23

PRE AND POST-OUTAGE TESTING PROCEDURES

Objective

The purpose of the testing procedure set forth in this Exhibit 23 is to provide an agreed upon method for the determination of the relative change (difference) in output and heat rate of the Gas Turbine between the performance of a Pre-Outage Performance Test and a Post-Outage Performance Test (collectively, the "Performance Tests"). The intent of the testing procedure is to assure that the Gas Turbine performance after a TI or MI Planned Maintenance Inspection is at least same as before such TI or MI Planned Maintenance Inspection in order to determine if a remedial work is required to be performed by Contractor. Detailed test procedures will be prepared by Contractor and be mutually agreed upon with Owner.

Operating Conditions

During the performance of the Performance Tests, the Covered Unit will be operated within its normal design limits, consistent with continuous operation and in accordance with Prudent Utility Practices, as confirmed by unit operating data during the Performance Tests. The Covered Unit will be operated with routine control set points at base load conditions, with the inlet cooling system out of service for the duration of the test. All auxiliary systems will be operated in a routine mode as appropriate for the actual ambient conditions existing during the test period.

Test Instrumentation:

Testing will be performed using existing installed plant instrumentation; however, additional ASME performance test code quality instruments of key unit controls and performance data inputs may be utilized if there are questions regarding instrumentation accuracy or instrumentation calibrations of station instruments are planned during the outage. Instruments and data points which must be operational and measured during the tests include:

1. Gas turbine output at the generator terminals
2. Fuel flow (including measurement of fuel pressure, differential pressure, and Temperature at the orifice plate are required)
3. Ambient dry bulb temperature
4. Compressor inlet temperature
5. Ambient relative humidity
6. Barometric pressure
7. Turbine exhaust pressure loss
8. Turbine exhaust temperature

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9. Generator power factor
10. Turbine speed
11. Compressor inlet pressure loss
12. Combustor shell pressure
13. Combustor shell temperature
14. Rotor cooling air return temperature
15. Fuel temperature at entry to gas turbine
16. Fuel composition

The plant instrumentation used during the Performance Tests shall be calibrated pursuant to the plant's normal maintenance strategy. If it is necessary to replace or adjust the calibration of an instrument between the Pre-Outage Performance Test and the Post-Outage Performance Test, corrections shall be applied for the "as-found" and "as-left" calibration data, or preferably comparisons shall be made with other special test instrumentation such as for combustor shell pressure, gross power meter, and weather (ambient temperature and relative humidity). Owner shall make provision for on-line installation of these specific devices.

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Test Conduct:

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Performance Tests will be performed in general accordance with ASME PTC 22. The measured gross gas turbine output and gross gas turbine heat rate will be corrected to reference conditions at the Site and then subtracted to determine the relative change from the performance of the applicable Planned Maintenance. Test data will be collected using the plant DCS, however a test data acquisition system will be utilized for additional ASME performance test code quality instrumentation.

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A compressor offline wash shall be performed during the Planned Maintenance Inspection. For TI inspections, the improvement in compressor efficiency from performing the off-line water wash, will be calculated by pre and post relevant operational data and be subtracted from the relative change from the performance of the applicable Planned Maintenance Inspection, as a correction to the post outage performance test results. In the case of an MI, the improvement from off-line water wash will not be subtracted from the change since replacement or hand cleaning of compressor components is originally included in the MI workscope and it is not possible to distinguish the effect of replacement or hand clean from the effect of off-line water wash. No adjustments to post outage performance will be made for air flow assessments from compressor cleaning since turbine parts and restoration work could influence the results of this evaluation.

On the dates of the Performance Tests, the Covered Unit shall be brought to base load for a minimum of one hour allowed for the GT to thermally stabilize. During the test period, data shall be collected for a minimum of thirty (30) minutes at base load with one (1) fuel sample taken during each test period. The number of fuel samples may be increased if fuel composition variations show more samples are needed to reduce

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measurement uncertainty. Tests shall be performed until the corrected test values (corrected output and corrected heat rate) for a minimum of two (2) test runs is repeatable within 0.18%. If this criterion cannot be achieved from sequential tests, the Parties agree to evaluate the causes of the performance differences to determine whether one case best represents the performance or if averaging of more than two tests is necessary.

Each of the Pre-Outage Performance Test and Post-Outage Performance Test results are subject to test tolerances of $\pm 0.25\%$ ($\pm 0.4\%$ for a Turbine Inspection) for output, $\pm 0.5\%$ for heat rate, $\pm 1.0\%$ for exhaust flow and ± 5 deg-F for exhaust temperature after such values are established in accordance with the immediately preceding paragraph.

The Parties acknowledge that excessive post-Outage starts and trips on a Covered Unit prior to the performance of the Post-Outage Performance Tests could negatively impact the results thereof. In such event, the Parties will enter into discussions regarding the impact of such events.

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EXHIBIT 24

ADJUSTMENT OF PREVIOUS LTSA VARIABLE FEES

E24.1 Credit application to this Contract

The total amount of the Adjustment of Previous LTSA Fees for services not performed to the Ansaldo ST and ST-Generator equipment is \$4,570,804.16, as summarized in section E24.2 of this Exhibit 24.

Such amount of \$4,570,804.16 is not a price or fee under this Contract, and therefore shall not be subject to price escalation pursuant to Article 8.9.

The Adjustment of Previous LTSA Fees shall be deducted in two different credits (A) and (B) from due LTSA payments under this Contract.

An initial credit (A) shall be applied towards the Mobilization Fee payment agreed upon Article 8.3.1 in order to reduce such payment to three million dollars (\$3,000,000.00), expressed as follows:

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$$\text{Initial credit (A)} = \text{Mobilization Fee} - \$3,000,000$$

The rest of the Adjustment of Previous LTSA Fees shall be the balance credit (B) calculated as follows:

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$$\text{Balance credit (B)} = \$4,570,804.16 - \text{Initial credit (A)}$$

The balance credit (B) shall be deducted on a per EFH basis as fixed discount from the then applicable Variable Fees starting from the first EFH after Effective Date until reaching the total projected number of EFH for completion of the First Major Inspection to be performed on each Covered Unit under this Contract, which is 56,000 EFH for Unit 5 and 64,000 EFH for Unit 6, total 120,000 EFH.

Therefore, the fixed discount applicable to the Variable Fees from Effective Date until reaching those projected EFH at MI shall be determined from the following formula:

$$\text{Variable Fee discount} = \text{Balance credit (B)} \div [120,000 \text{ EFH} - (C)]$$

Where (C) is the number of EFH accrued by both Covered Units from First Fire until Effective Date.

Example of how to perform the calculations and apply the credits described above is set forth below:

Unit 5 operating 8,000 EFH from First Fire to Effective Date

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Unit 6 operating 600 EFH from First Fire to Effective Date

In such case (C) would be:

$$(C) = 8,000 + 600 = 8,600 \text{ EFH}$$

And the Mobilization Fee would be the result of:

$$(8,000 + 600) \text{ EFH} \times \$505/\text{EFH} = \$4,343,000$$

Then, the initial credit (A) would be:

$$\text{Initial credit (A)} = \$4,343,000 - \$3,000,000 = \$1,343,000$$

And the balance credit (B) would be:

$$\text{Balance credit (B)} = \$4,570,804.16 - \$1,343,000 = \$3,227,804.16$$

The fixed discount that would be applicable to Variable Fees from Effective Date until first Major Inspection would be the result of:

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$$\begin{aligned} \text{Variable Fee discount} &= (B) / [120,000 - (C)] \\ &= \$3,227,804.16 / (120,000 - 8,600) \text{ EFH} \\ &= \$28.97/\text{EFH} \end{aligned}$$

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Assuming a price escalation of 3% per year, the discounted Variable Fees would be:

$$\$505.00/\text{EFH} - \$28.97/\text{EFH} = \$476.03/\text{EFH} \text{ until end of the first calendar year}$$

$$\$520.15/\text{EFH} - \$28.97/\text{EFH} = \$491.18/\text{EFH} \text{ during the second calendar year}$$

$$\$535.75/\text{EFH} - \$28.97/\text{EFH} = \$506.78/\text{EFH} \text{ during the third year and so on}$$

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The fixed discount would continue being deducted until Unit 5 had reached 56,000 EFH and Unit 6 had reached 64,000 EFH since First Fire under this Contract. Then, the total credit for the Adjustment of Previous LTSA Fees of \$4,570,804.16 would have been fully applied.

E24.2 Summary of LTSA Variable Fees proportion paid for ST-STG Services

		CT5		CT6	
		EOH qty	ST-STG Fees	EOH qty	ST-STG Fees
2008	October	4210.33	\$ 177,541.20	6343.02	\$ 267,472.47
	November	904.81	\$ 38,154.03	1698.88	\$ 71,638.37
	December	271.24	\$ 11,437.65	556.43	\$ 23,463.54
2009	January	968.87	\$ 43,608.84	268.11	\$ 12,067.63
	February	860.23	\$ 38,718.95	1334.75	\$ 60,077.10
	March	132.50	\$ 5,963.83	1189.25	\$ 53,528.14
	April	0.00	\$ -	833.96	\$ 37,536.54
	May	0.00	\$ -	2018.54	\$ 90,854.49
	June	0.00	\$ -	905.89	\$ 40,774.11
	July	1189.48	\$ 53,538.49	1428.41	\$ 64,292.73
	August	0.00	\$ -	746.09	\$ 33,581.51
	September	696.98	\$ 31,371.07	0.00	\$ -
	October	1471.96	\$ 66,252.92	0.00	\$ -
	November	411.33	\$ 18,513.96	0.00	\$ -
	December	0.00	\$ -	0.00	\$ -
2010	January	194.54	\$ 9,604.44	0.00	\$ -
	February	1491.48	\$ 73,634.37	0.00	\$ -
	March	711.56	\$ 35,129.72	0.00	\$ -
	April	1333.50	\$ 65,834.90	0.00	\$ -
	May	1199.79	\$ 59,233.63	0.00	\$ -
	June	1073.04	\$ 52,975.98	0.00	\$ -
	July	97.16	\$ 4,796.79	527.07	\$ 26,021.45
	August	0.00	\$ -	808.65	\$ 39,923.05
	September	295.90	\$ 14,608.58	1102.35	\$ 54,423.02
	October	280.03	\$ 13,825.08	1291.15	\$ 63,744.08
	November	1.35	\$ 66.65	903.31	\$ 44,596.41
	December	46.02	\$ 2,272.01	766.85	\$ 37,859.38
2011	January	213.25	\$ 10,624.12	647.43	\$ 32,254.96
	February	0.00	\$ -	863.05	\$ 42,997.15
	March	0.00	\$ -	930.00	\$ 46,332.60
	April	515.75	\$ 25,694.67	255.31	\$ 12,719.54
	May	1057.48	\$ 52,683.65	0.00	\$ -
	June	942.98	\$ 46,979.26	0.00	\$ -
	July	937.99	\$ 46,730.66	0.00	\$ -
	August	527.55	\$ 26,282.54	0.00	\$ -
	September	790.73	\$ 39,394.17	0.00	\$ -
	October	916.67	\$ 45,668.50	0.00	\$ -
	November	755.40	\$ 37,634.03	0.00	\$ -
	December	924.97	\$ 46,082.01	0.00	\$ -

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		CT5		CT6	
		EOH qty	ST-STG Fees	EOH qty	ST-STG Fees
2012	January	335.23	\$ 17,102.09	0.00	\$ -
	February	949.64	\$ 48,446.83	0.00	\$ -
	March	1002.87	\$ 53,452.87	5.08	\$ 259.16
	April	655.06	\$ 34,914.63	84.10	\$ 4,290.45
	May	1637.87	\$ 87,298.31	110.08	\$ 5,615.84
	June	1134.96	\$ 60,493.26	556.77	\$ 28,404.18
	July	819.22	\$ 43,664.35	219.29	\$ 11,187.30
	August	848.81	\$ 45,241.49	74.68	\$ 3,809.87
	September	1263.17	\$ 67,326.84	857.53	\$ 43,747.75
	October	358.37	\$ 19,101.09	37.44	\$ 1,910.04
	November	0.00	\$ -	486.54	\$ 24,821.32
	December	448.50	\$ 23,905.01	509.21	\$ 25,977.86
2013	January	33.44	\$ 1,709.32	71.28	\$ 3,643.55
	February	23.79	\$ 1,216.05	384.81	\$ 19,669.95
	March	391.25	\$ 19,999.14	627.75	\$ 32,088.07
	April	275.39	\$ 14,076.84	1066.22	\$ 54,500.90
	May	1060.15	\$ 54,190.63	438.29	\$ 22,403.63
	June	834.13	\$ 42,637.13	903.07	\$ 46,161.33
	July	603.91	\$ 30,869.46	1172.40	\$ 59,928.40
	August	535.90	\$ 27,393.06	478.81	\$ 24,474.85
	September	996.15	\$ 50,919.20	0.00	\$ -
	October	865.48	\$ 44,239.88	133.96	\$ 6,847.50
	November	858.85	\$ 43,900.98	626.56	\$ 32,027.24
	December	557.73	\$ 28,508.93	237.40	\$ 12,134.94
2014	January	241.18	\$ 12,464.18	273.60	\$ 14,139.65
	February	752.08	\$ 38,867.49	623.77	\$ 32,236.43
	March	0.00	\$ -	663.10	\$ 34,269.01
	April	0.00	\$ -	1214.69	\$ 62,775.18
	May	0.00	\$ -	347.02	\$ 17,933.99
	June	0.00	\$ -	0.00	\$ -
	July	0.00	\$ -	3.50	\$ 180.88
	August	5.75	\$ 297.16	0.00	\$ -
	September	852.42	\$ 44,053.07	0.00	\$ -
	October	1107.23	\$ 57,221.65	566.00	\$ 29,250.88
	November	1506.60	\$ 77,861.09	371.65	\$ 19,206.87
	December	1389.81	\$ 71,825.38	148.15	\$ 7,656.39

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		CT5		CT6	
		EOH qty	ST-STG Fees	EOH qty	ST-STG Fees
2015	January	237.15	\$ 12,592.67	0.00	\$ -
	February	561.85	\$ 29,834.24	361.52	\$ 19,196.71
	March	686.15	\$ 36,434.57	139.42	\$ 7,403.20
	April	744.63	\$ 39,539.85	968.27	\$ 51,415.14
	May	1065.73	\$ 56,590.26	1048.17	\$ 55,657.83
	June	881.50	\$ 46,807.65	368.48	\$ 19,566.29
	July	Out of LTSA Contract		0.00	\$ -
	August			0.00	\$ -
	September			0.00	\$ -
	October			0.00	\$ -
	November			0.00	\$ -
	December			0.00	\$ -
Totals	CT5 EOH qty	CT5 Variable Fees	CT6 EOH qty	CT6 Variable Fees	
	51,946.82	\$2,579,853.31	41,597.11	\$1,990,950.86	
Total ST-STG Variable Fees		\$4,570,804.16			

amsy
[Signature]
[Signature]

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Contractor Corporate Parent Guarantee

THIS GUARANTY dated as of this ____ day of _____, 2016, is made by Mitsubishi Hitachi Power Systems Americas, Inc. a Delaware corporation, as Guarantor ("GUARANTOR") in favor of PUERTO RICO ELECTRIC POWER AUTHORITY ("PREPA").

GUARANTOR, for itself, its successors and assigns, does hereby promise and unconditionally and irrevocably guarantee to PREPA the due, prompt, full and faithful performance of, and compliance with, all obligations and duties to be performed and/or complied under the pursuant to the provisions of a contract between its subsidiary, _____ (the "Contractor") and for _____

_____ as amended from time to time (the "Agreement"); such obligations being hereinafter called the "Obligations".

oms
[Handwritten signature]
[Handwritten signature]

In the event of any breach, default, non-performance or non-compliance by the "Contractor" of any of the Obligations under the Agreement, PREPA shall give simultaneous notice to the "Contractor" and GUARANTOR at which time both of them have thirty (30) days, from the date of the notice, to cure such default or non-performance. Should neither of them cure the default or non-performance in a timely manner, GUARANTOR shall be jointly and severally liable to PREPA in the same extension and quality as the Contractor would be under the Agreement, provided that the GUARANTOR shall have all the rights and defenses of the Contractor under the Agreement at law and in equity.

Any notice or demand to be given or served to GUARANTOR under this Guaranty shall be issued in writing and shall be deemed to have been sufficiently given or served for all purposes when received personally by United States Certified mail, postage prepaid, addressed to GUARANTOR at the address set forth above.

The Guaranty is a continuing guarantee of performance of, and compliance with the Obligations in accordance with their terms and conditions and is in no way conditioned or contingent upon any attempt to enforce performance or compliance by the Contractor. Should the Contractor breach, default, fail to perform, or fail to comply with any of the Obligations, PREPA shall not be obliged to take any action against the Contractor before enforcing this Guaranty against the GUARANTOR. PREPA shall have the option to take any action, of whatever nature, to which may be entitled by reason of such breach,

default, non-performance, or noncompliance, against the Contractor or the GUARANTOR or both of them without limitation. In addition, any action taken by PREPA against either the Contractor or the GUARANTOR will not constitute a waiver to take action against the other or to join both the Contractor and the GUARANTOR in a single proceeding. Notwithstanding any provision of this paragraph to the contrary, PREPA shall not be entitled to receive more than a single performance of the Obligations in regard to any such breach, default, non-performance, or noncompliance.

When all the terms, covenants, and conditions of this Guaranty have been fully performed and complied with by GUARANTOR and when all the obligations under the Agreement have been fully performed and complied with by GUARANTOR and/or the Contractor, this Guaranty shall terminate and its terms shall become thereafter null and void and GUARANTOR shall be thereafter fully and completely released from all guaranties and obligations hereunder.

All notices required or permitted by the terms hereof, between PREPA and Guarantor, shall be deemed to have been properly given if addressed as follows:

TO PREPA:

TO GUARANTOR:

This Guaranty shall not be modified except in writing signed by GUARANTOR and PREPA.

This Guaranty shall be construed in accordance with the laws of the Commonwealth of Puerto Rico.

IN WITNESS WHEREOF, GUARANTOR has executed this instrument as of the day and year first above written.

Guarantor:

By: _____

Its: _____

ams
AM
[Signature]
[Signature]

EXHIBIT 3

Costa Sur Vacuum Pump Invoices Nos. 248159 and 248157

INVOICE

Invoice: 248159

Sold To:

PR ELECTRIC POWER AUTHORITY
APARTADO 70253
SAN JUAN PR 00936 USA

Ship To:

PR ELECTRIC POWER AUTHORITY
ALMACEN CENTRAL COSTA SUR
CARRETERA 127 KM 15.7
PEÑUELAS PR 00656
Puerto Rico

Email: accounts.payable@genera-pr.com

PO Number: 00104134
Sales Rep: Eugenio Cardez-Toledo
Packing Slip: 1367

Terms: Net 30 Days
Ordered: 10/30/2025

Ship Via: To be Advise
Ship Date: 3/31/2026

USD

Legal Number: 248159

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
------	-------------------------	----------	----------	------------	-----------

1	AT3006E-CL3005-PREPA-CL3005 To AT3006E Retrofit Kit		2.00EA	227,500.00000/1	455,000.00
---	---	--	--------	-----------------	------------

PO Number: 00104134

Includes:

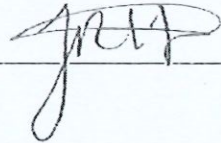
- AT-3006 Vacuum Pump, Iron Construction, Standard Shaft
- (1) Inlet Manifold, Carbon Steel
- (1) Motor, 200HP, 1800RPM, 460V, 3Ph, 60Hz, TEFC with 120VAC Space Heaters, WEG W22 IEEE-841-NEMA Premium
- (1) Gearbox, Flender ONE Model H1SHN 63, with Shaft Fan, Suitable for 45C max ambient temp, Mechanical Service Factor Greater Than 2.0 Standard Ratio of 4.00 for 450RPM Pump Operation
- (1) High Speed Coupling, Falk SteelFlex
- (1) Low Speed Coupling, Falk SteelFlex
- (1) High Speed Coupling Guard, Steel, Safety Orange
- (1) Low Speed Coupling Guard, steel, Safety Orange
- (1) Common Base for Mounting of Pump, Gearbox, Motor, and Coupling With Guards

Servicio recibido y autorizado para pago:

Ing. José A. Pagán Hernández
Director de Mantenimiento - ICM Sur
05/05/2026

Bajo pena de nulidad absoluta certifico que ningún servidor público de PREPA

parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han sido realizados, los productos han sido entregados (los servicios prestados) y no han sido pagados.

Firma  Fecha 04/17/26

Project 100626109412

02/1091-31201-200-565 Warehouse Code: RES

8/1/24
-240-200

INVOICE

Invoice: 248159

<i>Payment Schedule</i>		
<i>Due Date</i>		<i>Amount</i>
1	4/30/2026	455,000.00
	<i>Total</i>	455,000.00

Line(s) Subtotal:	455,000.00
Miscellaneous Charges:	0.00
Less Advance Billing:	0.00
Total Tax:	0.00
Reverse Charge Tax:	0.00
Less Prepaid Deposits:	0.00
Less Deposit:	0.00
Rounding:	0.00
Total	455,000.00 USD

Engineered Parts and Services
PO Box 1899
Vega Alta PR 00692
USA

Phone: 787-883-8880

Page: 1 of 2
Date: 3/31/2026
Printed At: 4/16/2026 2:16:07 PM

INVOICE

Invoice: 248157

Sold To:

PR ELECTRIC POWER AUTHORITY
APARTADO 70253
SAN JUAN PR 00936 USA

Ship To:

PR ELECTRIC POWER AUTHORITY
ALMACEN CENTRAL COSTA SUR
CARRETERA 127 KM 15.7
PEÑUELAS PR 00656
Puerto Rico

Email: accounts.payable@genera-pr.com

PO Number: 00104136

Terms: Net 30 Days

Sales Rep: Eugenio Cardez-Toledo

Ordered: 10/30/2025

Ship Via: To be Advise

Packing Slip: 1365

Ship Date: 3/31/2026

SO 247763

USD

Legal Number: 248157

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
------	-------------------------	----------	----------	------------	-----------

1	AT3006E-CL3005-PREPA-CL3005 To AT3006E Retrofit Kit		2.00EA PO Number: 00104136	227,500.00000/1	455,000.00
---	---	--	-------------------------------	-----------------	------------

Includes:

- AT-3006 Vacuum Pump, Iron Construction, Standard Shaft
- (1) Inlet Manifold, Carbon Steel
- (1) Motor, 200HP, 1800RPM, 460V, 3Ph, 60Hz, TEFC with 120VAC Space Heaters, WEG W22 IEEE-841-NEMA Premium
- (1) Gearbox, Flender ONE Model H1SHN 63, with Shaft Fan, Suitable for 45C max ambient temp, Mechanical Service Factor Greater Than 2.0 Standard Ratio of 4.00 for 450RPM Pump Operation
- (1) High Speed Coupling, Falk SteelFlex
- (1) Low Speed Coupling, Falk SteelFlex
- (1) High Speed Coupling Guard, Steel, Safety Orange
- (1) Low Speed Coupling Guard, steel, Safety Orange
- (1) Common Base for Mounting of Pump, Gearbox, Motor, and Coupling With Guards

Servicio recibido y autorizado para pago:

Ing. José A. Pagán Hernández
Director de Mantenimiento - ICM Sur

Bajo pena de nulidad absoluta certifico que ningún servidor público de PREPA

parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han sido realizados, los productos han sido entregados (los servicios prestados) y no han sido pagados.

Firma

Fecha

04/17/24

100G26/09412

01-1091-31201-240-200

Warehouse Code: RES

Engineered Parts and Services
PO Box 1899
Vega Alta PR 00692
USA

Phone: 787-883-8880

Page: 2 of 2
Date: 3/31/2026
Printed At: 4/16/2026 2:16:07 PM

INVOICE

Invoice: 248157

<i>Payment Schedule</i>		
<i>Due Date</i>		<i>Amount</i>
1	4/30/2026	455,000.00
	<i>Total</i>	455,000.00

Line(s) Subtotal: 455,000.00
Miscellaneous Charges: 0.00
Less Advance Billing: 0.00
Total Tax: 0.00
Reverse Charge Tax: 0.00
Less Prepaid Deposits: 0.00
Less Deposit: 0.00
Rounding: 0.00

Total **455,000.00 USD**

EXHIBIT 4

Enersys Engineering Corp. Task Order No. 03 (MSSA No. 110758) — New Fuel Pipeline, Units
3-4, Palo Seco

FORM OF TASK ORDER

PROJECT NAME: Phase 1, Procurement and Fabrication for New Fuel Pipeline at Units 3-4 Palo Seco Steam Plant

TASK ORDER NUMBER: 03

TASK ORDER EFFECTIVE DATE: 03.10.2026

OWNER: Puerto Rico Electric Power Authority

MSSA NUMBER: 110758

CONTRACTOR: Enersys Engineering, Corp.

PREPA hereby authorizes Enersys Engineering Corporation (Enersys) to provide the Work described below under the terms and conditions set forth in this Task Order and in the Agreement, of which this Task Order becomes a part upon its execution. The terms and conditions set forth in this Task Order shall: (a) apply only to the Work covered by this Task Order and not to Work covered under any other Task Order; (b) not supplement the terms of the Agreement except to the extent of the Work covered under this Task Order; and (c) not amend or supersede the terms of the Agreement unless specifically set forth herein. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Scope of Services:	Exhibit 1	
Compensation: <i>(Select if the Services will be performed based on a Fixed Price or T&M with Not-to-Exceed Price)</i>	<input type="checkbox"/> Fixed Price: [\$] <input checked="" type="checkbox"/> Not-to-Exceed Price: [\$1,000,000.00]	
Payment Terms <i>(Insert the schedule of payment milestones or other basis of payment)</i>	Exhibit 2 01-1071-39901-555-290-100G26109500 01-1071-39901-200-290-100G26109500	
Start Date: <i>(Insert date Enersys, shall commence the Services)</i>	<input type="checkbox"/> []	<input checked="" type="checkbox"/> Owner's Notice to Proceed
Task Order Schedule	Key Date	Deliverable / Milestone
	[x] Days after the Start Date	
	[x] Days after the Start Date	
	[x] Days after the Start Date	
Guaranteed Date(s):	[90 Ninety calendar days] Guaranteed Completion	
Delay Liquidated Damages:	[\$] for each Day, or portion thereof, after the applicable Guaranteed Date	
Delay LDs Cap	[%] of Enersys Fixed Price or Not-to-Exceed Price (as may be adjusted by Change Order)	
Bonds	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
Additional Requirements:	Provide All Insurances Required on the Attachment F, of the Master Services Agreement	

Executed on the Task Order Effective Date by the undersigned authorized representative of PREPA and ENERSYS.

**PUERTO RICO ELECTRIC POWER
AUTHORITY, by its agent, GENERA PR, LLC**

ENERSYS ENGINEERING, CORP.

EIN: 66-0622964

By: _____
Winnie Irizarry Velázquez
Authorized Signatory of Genera PR, LLC, as
agent on behalf of and for the account of PREPA

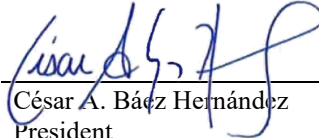
By:  _____
César A. Báez Hernández
President

EXHIBIT 1
SCOPE OF WORK

Job Description:

Phase 1, Procurement and Fabrication of New Fuel pipeline in 3-4 Palo Seco Steam Plant, as per Specifications Attached

Project Overview:

Provide all labor, supervision, tools, equipment, cranes, scaffolding, and incidental materials necessary to perform - Procurement and Fabrication for New Fuel pipeline 3-4 Palo Seco Steam Plant, as per Specifications Attached.

1. Scope of Work:

- *See the Specifications attached.*

2. Deliverables

- *Energys shall present a Monthly Progress Report, including Timesheets,*

2. Housekeeping:

- *All areas will be maintained in good housekeeping manners.*

3. Safety:

- *Job Hazard Analysis (JHA) will be submitted for approval.*
- *Before commencement of work, a coordination meeting will be held with Genera PR and ENERSYS personnel.*
- *A safety meeting will be held before beginning work, refer to JHA for more details.*
- *Ensure all work is performed under strict safety protocols and in compliance with OSHA regulations and site-specific safety standards.*

4. Special Notes:

- *Any change in scope, schedule, assumptions, additional days, or premium time required prior written approval by GENERA PR in accordance with the MSSA agreement. No verbal authorizations shall be acceptable.*
- *ENERSYS shall maintain statutory workers compensation coverage (Fondo del Seguro del Estado) for all employees and any lower-tier subcontractor personnel performing work under this Scope of Work, in full compliance with the applicable laws and regulations of the Government of Puerto Rico. Upon request, ENERSYS provides evidence of such coverage (e.g., certificate or other acceptable documentation) prior to mobilization and throughout the performance of the work.*

[END OF SCOPE OF WORK]

EXHIBIT 2

COMPENSATION

Payment terms pursuant to the Agreement:

Energys will present the invoices monthly including percent of labor completed and the compensation will be in accordance with the rates of Master Service & Supply Agreement.

EXHIBIT 3

TASK ORDER SCHEDULE

Schedule:

- *Enersys shall present the schedule after receiving the letter of the Notice to Proceed.*

ATTACHMENT B**SCOPE OF WORK****1. INTRODUCTION****1.1. Purpose**

a) This Exhibit describes generally all the work to be performed by the Contractor in accordance with the provisions of the Agreement for the following two types of service requests:

1. **Scheduled Planned Works** - Any work required of the Contractor under this scenario will be coordinated at least 3 days in advance. The Contractor will be required to commence work on the date indicated in the Notice to Proceed under the applicable Task Order. Planned Work Services will be contracted based on lump sum requests for proposals.
2. **Non-Scheduled/Emergency Works** - Any work required of the Contractor under this scenario will have the obligation of the Contractor to mobilize all necessary and appropriate supervision, labor, equipment, tools, and materials within a period of no more than 24 hours from the moment it is required by PREPA. For Non-Scheduled/Emergencies works services will be contracted on a request for proposal or time and materials basis, depending on the situation.

b) The following summary is intended to give a general description of the of the Scope Work. The Contractor shall develop the work on site and provide the required facilities, materials, equipment, services, or other items necessary for such completion.

2. DESCRIPTION OF THE WORK**2.1. Scope of Work - General Description****Description of the Work**

The intent is to provide conservation, repair, replacement, and maintenance services to several equipment inside power plants and peak demand/emergency units located in multiples stations under the responsibility of PREPA. The work involves labor, equipment, and materials (except as otherwise noted) necessary to complete the work within the time stipulated, complying with the requirements set herein. Typical projects for these would include but not be limited to:

a) Boiler Maintenance:

- Inspection, repair and/or replacement of burner's maintenance, including calibration.
- Testing safety systems and relief valves.

b) Pump Maintenance:

- Inspection of pumps for leaks, vibration, and proper alignment.
- Replacement of pump seals and bearings.

c) Equipment Overhaul:

- Comprehensive inspection, repair and calibration (when necessary) of major equipment, such as Induced and Draft Fans, Air preheaters (baskets, seals, trunnion support, etc...), Air and Gas Ducts.

C.A.B.A.

- Replacement of worn-out or damaged components.

d) Welding and Metalwork:

- Welding repairs to fix cracks or damages in structural components.
- Metalwork to reinforce or replace corroded or weakened parts.
- Perform combination welds according to NBIC and other jurisdiction code requirements.

e) Piping Repairs:

- Repairing leaks in pipes and fittings.
- Replacement of damaged or corroded sections of piping (raw water, demineralized and condensate water, fire suppression, fuel, chemicals, etc...).

f) Valve Repairs:

- Overhauling and repairing control valves, safety valves, and isolation valves.
- Replacing valve seals and gaskets.

g) Boiler Tube Replacement:

- Replacing worn or damaged boiler tubes to maintain the integrity of the boiler system.
- Replacement of boiler main components such as: economizers, superheaters, reheaters, superheater-desuperheaters links piping, bifurcate piping, etc...

C.A.B.H.

h) Cooling System Repairs:

- Repairs and rehabilitation (replacement of tubes and application of coatings) of water heaters, oil and water coolers.
- Fixing leaks in the cooling system.
- Repairing or replacing damaged or worn-out components in cooling towers and condensers.

i) Structural Repairs:

- Repairing structural components of the power plant, including foundations and support structures.
- Reinforcing structures as needed for safety and reliability.
- Repair pipe structural attachments and hangers.

j) Refractory and Insulation Replacement:

- Replacement of damaged or deteriorated insulation on pipes and equipment during maintenance and repair works.

- Removal and replacement of refractory and insulation during boiler repair and maintenance works.

k) Water Treatment System Repairs:

- Inspect and repair clarifier tanks (water treatment – nautilus), including coating application.
- Inspect and repair multimedia filter water skids including: media filter vessel replacement and/or repair works, repair and replacement of piping, valves, instrumentation.

2.2. Contractor's Workforce

For the purposes of the Agreement, the services to be performed by the Contractor are presented as:

Scheduled Planned Works - Contractor to provide workforce augmentation for conservation, repair, replacement, and maintenance services to power plant equipment and peak demand/emergency units located in multiples stations under the responsibility of PREPA. For this type of service, Contractor must be available upon order to proceed within seventy - two (72) hours.

Non-Scheduled/Emergency Works – Contractor must provide emergency response workforce of qualified personnel and equipment, in multiple generating plant's locations in Puerto Rico. For this type of service, Contractor must be available upon order to proceed within twenty-four hours (24).

C.A.B.H.

a) Contractor's total workforce for both type of services, must consist of the following, at a minimum:

- Maintenance Technicians
- Mechanical Technicians
- Cleaning labor
- Boiler Inspectors
- Pump Specialist
- Welders
- Pipefitters
- Boiler Makers
- High-Pressure parts Welders
- Mechanical Engineers
- Civil Engineers
- Alignment Technicians
- Balancing Technicians
- Structural Engineers
- Insulation Technicians
- Corrosion Control Specialist (NACE)
- Coating Specialists (NACE)
- Safety Officer

b) Contractor shall, at the end of each day during the performance of the work, deliver to PREPA representative, or any personnel designated, signed daily time sheets for review by PREPA representative. Such daytime sheets shall list each of Contractor's personnel's name, hours, and category (labor and equipment corresponding with the categories listed in Attachment D).

c) Contractor shall guarantee all applicable equipment meets state/PR DOT regulations. Any penalties, fines, or fees for non-compliance are the responsibility of Contractor.

- d) Contractor shall obtain and pay for all licenses, permits and authorizations required for the performance of the services.
- e) Contractor subcontractors and key personnel must be approved by PREPA for the purposes of completing services pursuant to the Agreement.

2.3. Additional Scope

2.3.1. Materials

- a) Replacement or Repair of parts or associated parts – Designated PREPA personnel should be consulted and approved prior to performing maintenance service that requires additional work or replacement of parts not covered by this guide.
- b) The contractor may repair or replace parts or parts associated with the equipment that is being maintained at an additional cost. Prior to performing the maintenance service, the Contractor must submit PREPA a repair or installation quote for evaluation and approval. PREPA will determine whether to contract the repair or carry it out with its internal resources.
- c) Subject to Owner's approval in accordance with the Agreement, the contractor may subcontract associated work related to equipment that is being maintained. Prior to performing the maintenance service, the Contractor must submit PREPA a repair or installation quote for evaluation and approval. PREPA will determine whether to contract the repair or carry it out with its internal resources.

2.3.2. Testing, Commissioning, and Start-Up

- a) PREPA reserves the right to attend and request the repetition of the tests if necessary.
- b) Once the maintenance work is completed, PREPA will verify the results of the tests and request the repetition of any test whose results are not within the expected parameters. It will be the responsibility of PREPA to put the equipment into service.
- c) Once the replacement work is completed, PREPA will verify the results of the commissioning tests and request the repetition of any test whose results are not within the expected parameters. It will be the responsibility of PREPA to put the equipment into service.
- d) The Contractor shall be responsible for ensuring that, upon completion of the work, the equipment enters service under the same operating conditions for which it was designed.
- e) The Contractor shall be responsible for ensuring that, upon completion of replacement works, the equipment enters service under the same operating conditions for which it was designed.

2.3.3. Clean-up of the applicable Work Site

- a) All clean-up work related to the maintenance of the equipment shall be the responsibility of the Contractor. This will include collecting and cleaning up oil spills and properly disposing of replaced parts. In cases of oil spills, an environmental "SPCC" emergency response plan is required. The environmental works shall be coordinated with the Environmental officer designated by PREPA.
- b) The Contractor shall remove its material, equipment, construction debris, and refuse from the Site and clean up the site and any adjacent environmental areas impacted by the Contractor's Work, all in a good and workmanlike manner, as directed by PREPA.

2.3.4. General Intent

- a) All Works shall be done in a safe and professional manner, so as to render a safe, neat and uniform appearance. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to all employees on the worksite and all other persons who may be affected. This shall include property, material, and equipment on or off the site, under the care, custody, or control of the Contractor or any of the subcontractors.
 - Before any work begins and before changing any work procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential Work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.
- b) When in the course of Work, the Contractor causes physical damage to the property of any property owner, i.e., private, commercial, City, State, or Federal, the Contractor shall be responsible for a speedy repair or replacement of all such damage at no cost to PREPA.
- c) Any accident/incident that occurs on the premises of PREPA during the contracted work will be immediately notified to the personnel assigned by PREPA.
- d) The Contractor shall be liable for any damage suffered by the equipment or personnel, if due to any evident error in the execution of the electrical conservation protocols, the equipment breaks down or causes a breakdown at the time of commissioning.
- e) PREPA shall not be liable for damages that the Contractor may cause to the equipment or to personnel as a result of the maintenance process.
- a) The contractor shall only use the employees needed to perform the task in the most efficient way on each task. Employees without assigned duties will not be allowed on PREPA's premises.
- b) The contractor shall have sufficient staff capacity to operate several plants simultaneously, if necessary.

2.3.5. Deliverables

Deliverables shall be considered those tangible resulting work products that are to be delivered to PREPA such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports.

- a) The Contractor shall carry out studies, installation work, necessary tests, render reports and draft documents that are necessary for the proper performance of the functions entrusted to it under the provisions of this Agreement.
- b) The reports of assigned work shall include all tests performed on equipment and a detailed description of the work performed with the dates on which it was performed. Reports are due the next business day after the assigned work has been completed. The tests will be witnessed and certified by personnel assigned by PREPA. Reports may be sent via e-mail once certified by PREPA assigned personnel.
- c) The test equipment used will have its current calibrations and a copy of these will be submitted together with the test report of the equipment.
- d) All studies, reports, drawings, blueprints, plans, specifications, and other documents that the Contractor drafts under the obligations set forth in this Agreement shall be the property of PREPA and may only be authorized by PREPA for use by other persons or for purposes other than those indicated in this Agreement.

C-A-B-H.

2.3.6. Standard Procedures

a) All work under these specifications shall be performed safely, diligently, and in strict accordance with all laws, rules, regulations, and ordinances of local and federal government agencies with jurisdiction over the type of work to be performed, such as:

1. Office of Occupational Safety and Health (*OSHA*)
2. Environmental Protection Agency (*EPA*)

b) The latest rules and regulations of the following organizations shall be considered a part of the Agreement documents, and all Work shall be done in strict accordance with GENERA/PREPA standards and the applicable provisions thereof:

1. Institute of Electronic and Electrical Engineers (IEEE)
2. National Electrical Manufacturer's Assoc. (NEMA)
3. American Concrete Institute (ACI)
4. American National Standards Institute (ANSI)
5. National Electric Safety Code (NESC)
6. American Society of Mechanical Engineers (ASME)
7. Boiler and Pressure Vessel Code (BPVC)
8. American Society for Non-Destructive Testing (ASNT)
9. National Association of Corrosion Engineers (NACE)
10. National Board Inspection Code (NBIC)
11. American Petroleum Institute (API)

c) The Contractor shall submit the required documentation and comply with all the particular and specific requirements for each job to be performed. These include but are not limited to:

1. Welding procedures in accordance with section IX of the ASME BPVC.
2. Welder qualifications for each welding procedure according to section IX of the ASME BPVC.
3. Stamp R and S Certifications.

2.3.7. Coordination of the Work

- a) PREPA will coordinate with its personnel to take out of service the equipment to be maintained.
- b) PREPA will coordinate the entry of the Contractor to its facilities.
- c) The works included in this contract will be offered from Monday to Sunday, as required by PREPA.
- d) The Contractor undertakes not to disclose to third parties any information that it may have obtained about the internal and operational functioning of PREPA, without express written authorization.

C.A.B.H.

- e) The Contractor shall have one Safety Officer, whose only responsibility in the project is safety, whenever it has three or more workers at a single site.

C.A.B.H.

ATTACHMENT D

CONTRACTOR'S RATES

Job Category	Job Description	Rate \$/hr
Labor Rates Non- Scheduled Planned Works	Project Manager	\$95.02 / \$141.59
	Field Operations Manager	\$82.97 / \$123.63
	Equipment Maintenance and Repair Manager	\$82.97 / \$123.63
	Health and Safety Manager	\$50.05 / \$74.58
	Document Control Officer	\$38.81 / \$57.482
	General Foreman (Superintendent)	\$72.07 / \$107.39
	Heavy Equipment Operator	\$35.48 / \$52.87
	Driver (Heavy Truck)	\$35.48 / \$52.87
	Mechanical Technicians	\$49.05 / \$73.09
	Cleaning labor	\$30.05 / \$44.77
	Boiler Inspectors	\$138.60 / \$182.95
	Welders	\$52.97 / \$78.92
	Pipefitters	\$46.99 / \$70.02
	CWI Inspector	\$84.66 / \$126.14
	Sandblaster Specialist	\$51.43 / \$76.62
	Coating Application Specialists	\$64.75 / \$96.48
	NACE Level II Inspector	\$78.00 / \$116.23
Boiler Makers	\$46.99 / \$70.02	
High Pressure parts Welders	\$52.97 / \$78.92	

Equipment Rates

Job Category	Job Description	Rate \$/hr.
Construction Equipment Rates Scheduled Works	Transport Equipment	
	SUV, 4 wd, 4 doors	\$29.16
	Van for personnel movement, 15 passengers	\$33.65
	1-ton pickup truck, 4wd 4 door	\$21.15
	1/2-ton pickup truck, 4wd 4 door	\$18.26
	3/4-ton pickup truck, 4wd 4 door	\$19.35
	1-ton flatbed truck, 4 wd	\$55.45
	Dump Truck - Up to 10 Cy	\$65.75
	Dump Truck - > 10 Cy up to 20 Cy	\$72.15
	Tractor for Hauling (Semi trailer truck), including low-boy trailer, pole	\$132.05
	Trailer, materials trailer, flatbed, other applicable trailers for tasks	\$50.36
	Air Compressor – 350 CFM	\$17.36

C.A.B.H.

Heavy Equipment	
Backhoe Loader (Digger), with trailer, buckets and hammer	\$130.16
Mini excavator	\$128.13
Excavators - Small	\$130.57
Excavators -Medium	\$145.15
Excavators -Large	\$175.12
Water truck	\$39.26
Telescopic forklift - Up to 1 Ok lbs. capacity	\$44.12
Telescopic fork! ift - Up to 20k lbs. capacity	\$51.23
Skid steer, with accessories (forks, buckets, winches, etc.)	\$58.17
Cranes	
30-Ton boom Crane Truck	\$225.64
60-Ton boom Crane Truck	\$310.12
30-Ton boom Crane Crawler	\$265.13
60-Ton boom Crane Crawler	\$326.15
Knuckle boom crane truck	\$287.65
50-Ton, wheeled-crane, similar to Grove RT650E	\$333.14
65 - Ton, All Terrain Crane, Similar to Grove GMK3065	\$345.12

Job Category	Job Description	Rate \$/Month
Construction Equipment Rates Scheduled Works	Transport Equipment	
	SUV, 4 wd, 4 doors	\$4,996.86
	Van for personnel movement, 15 passengers	\$5,766.26
	1-ton pickup truck, 4wd 4 door	\$3,624.26
	1/2-ton pickup truck, 4wd 4 door	\$3,129.03
	3/4-ton pickup truck, 4wd 4 door	\$3,315.82
	1-tonflatbed truck, 4 wd	\$9,501.91
	Dump Truck - Up to 10 Cy	\$11,266.92
	Dump Truck - > 10 Cy up to 20 Cy	\$12,363.62
	Tractor for Hauling (Semi trailer truck), including low-boy trailer, pole	\$22,628.09
	Trailer, materials trailer, flatbed, other applicable trailers for tasks	\$8,629.69
	Air Compressor – 350 CFM	\$2,974.81
	Heavy Equipment	
	Backhoe Loader (Digger), with trailer, buckets and hammer	\$22,304.22
	Mini excavator	\$21,956.36
Excavators - Small	\$22,374.48	

C.A.B.H.

	Excavators -Medium	\$24,872.90
	Excavators -Large	\$30,008.56
	Water truck	\$6,727.59
	Telescopic forklift - Up to 1 Ok lbs. capacity	\$7,560.40
	Telescopic fork! ift - Up to 20k lbs. capacity	\$8,778.77
	Skid steer, with accessories (forks, buckets, winches, etc.)	\$9,968.01
	Cranes	
	30-Ton boom Crane Truck	\$28,999.25
	60-Ton boom Crane Truck	\$39,856.62
	30-Ton boom Crane Crawler	\$34,074.51
	60-Ton boom Crane Crawler	\$41,916.80
	Knuckle boom crane truck	\$36,968.78
	50-Ton, wheeled-crane, similar to Grove RT650E	\$42,815.15
	65 - Ton, All Terrain Crane, Similar to Grove GMK3065	\$44,354.82

C.A.B.H.

EXHIBIT 5

GE Steam Power Caribe, Inc. Task Order No. 03 (Master Agreement No. 111385) and
incorporated Proposal No. 1713824, Rev. 1

TASK ORDER

PROJECT NAME: HOT SECTION AND COMBUSTOR EXCHANGE

TASK ORDER NUMBER: 03

OWNER: Puerto Rico Electric Power Authority

TASK ORDER EFFECTIVE DATE: March 31, 2026

CONTRACTOR: GE STEAM POWER CARIBE, INC. 111385

ISSUED UNDER: MASTER AGREEMENT NO.

PREPA hereby authorizes Contractor to provide the Work described below under the terms and conditions set forth in this Task Order and in the Agreement, of which this Task Order becomes a part upon its execution. The terms and conditions set forth in this Task Order shall: (a) apply only to the Work covered by this Task Order and not to Work covered under any other Task Order; (b) not supplement the terms of the Agreement except to the extent of the Work covered under this Task Order; and (c) not amend or supersede the terms of the Agreement unless specifically set forth herein. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Scope of Work (i.e., Products or Services)	Hot Section and Combustor Exchange (Unit Serial: 557-238) The detail of the Scope is described in Contractor's Proposal No. 1713824, Rev. 1, dated March 30, 2026, which is incorporated herein by reference.							
Maximum Task Order Compensation:	<input checked="" type="checkbox"/> Task Order Fixed Price: \$3,752,573.25 Hot Section Exchange and Combustor G4-SAC Wet: \$3,632,894.42 Estimated Price: \$119,678.83 according to Annex 1 Proposal No. 1713824, Rev.1 Additional Scope Fall Out according to 2.1 Proposal No.1713824, Rev. 1 <input type="checkbox"/> Task Order Time and Material Services not-to-exceed amount							
Funding Source:	<input type="checkbox"/> Federal and <u>not</u> construction related <input type="checkbox"/> Federal and construction related <input checked="" type="checkbox"/> Non-Federal							
Federal Clause Applicability (if any):	<input type="checkbox"/> FEMA <input type="checkbox"/> DOE <input type="checkbox"/> HUD							
Payment Terms	<table style="width:100%; border:none;"> <tr> <td style="text-align:right;">Payment Milestone</td> <td style="text-align:right;">%</td> </tr> <tr> <td style="text-align:right;">- Upon PO Acceptance</td> <td style="text-align:right;">50%</td> </tr> <tr> <td style="text-align:right;">- Prior to shipment of the assets by Seller to the agreed DDP destination.</td> <td style="text-align:right;">50%</td> </tr> </table> <p align="center">For Additional Scope Fall Out according to 3.4 Proposal No.1713824, Rev. 1</p>		Payment Milestone	%	- Upon PO Acceptance	50%	- Prior to shipment of the assets by Seller to the agreed DDP destination.	50%
Payment Milestone	%							
- Upon PO Acceptance	50%							
- Prior to shipment of the assets by Seller to the agreed DDP destination.	50%							
Start Date:	[March 31, 2026]							
Task Order Schedule	Key Date	Deliverable / Milestone						
	TBD	Phase 1: Upon PO acceptance						
	TBD	Phase 2: Upon dispatch of the Seller supplied assets for delivery to the agreed DDP Palo Seco Site, Puerto Rico.						

Completion Date(s):	Completion shall be achieved by June 30, 2027 . The Parties shall use their commercially reason Parties to achieve such completion by December 31, 2026 .
Delivery Terms	DDP Palo Seco Site, Puerto Rico (Incoterms - 2020).
Delay Liquidated Damages:	<input type="checkbox"/> Check this box if applicable, and as defined in Section 12.1 of <u>Attachment A</u> . <input checked="" type="checkbox"/> Check this box if not applicable
Bonds or PCG	<input type="checkbox"/> Bond type: _____ <input checked="" type="checkbox"/> PCG <input type="checkbox"/> Not Required
Additional Requirements:	This Task Order is issued pursuant to and is governed by the terms and conditions of the Master Services Agreement No. 111385 (the "Agreement"),

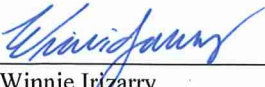
[Task Order signature page follows.]

Executed on the Task Order Effective Date by the undersigned authorized representative of PREPA and Contractor.

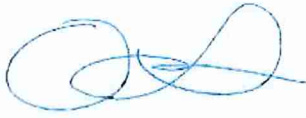
**PUERTO RICO ELECTRIC POWER
AUTHORITY, by its agent, GENERA PR LLC**

GE STEAM POWER CARIBE, INC.,

EIN: 66-0407050

By: 

Winnie Irizarry
Authorized Signatory of Genera PR LLC, as agent
on behalf of and for the account of PREPA

By: 

Orlando Soto
Senior Sales Manager

EXHIBIT 1

Scope of Work

Contractor's Proposal No. Proposal No.1713824, Rev. 1, dated March 30, 2026,
is incorporated herein by reference.

HOT SECTION & COMBUSTOR EXCHANGE

GENERA PR LLC

Unit Serial: 557-238



Proposal: 1713824 Rev. 1

Customer Reference: N/A

Proposal Date: March 30, 2026



To:	GENERA PR LLC BO. Montesoria, Carr. 3 KM 152.3 Interior Aguirre Salinas, 00704 Puerto Rico	GEV Reference	1713824 Rev. 1
		Serial Number	557-238
Attn:	Nerio Cabrera	Date	March 30, 2026
		Offering Type	Firm
Email:	nerio.cabrera@genera-pr.com		

GE Steam Power Caribe, Inc., a wholly owned subsidiary of GE Vernova (“GEV”), is pleased to submit this Proposal to Genera PR LLC (“GENERA”) in response to GENERA’s email request dated March 26, 2026. This Proposal sets forth GEV’s quotation for the Hot Section and Combustor Exchange scope described herein and has been prepared in accordance with the applicable Master Service Agreement between the parties, consistent with GENERA’s request.

Name	Paola Parra
Title	Sales Manager
Address	Metro Office Park2 Calle 1 Suite 100 Guaynabo PR 00968-1718
Telephone	T +57 (315) 8278770
Email	paola.parra@gevernova.com



Proprietary Statement

This entire commercial and technical Proposal 1713824 Rev. 1 and the correspondence and communications concerning this Proposal, collectively the "Proposal," developed by GEV and provided to GENERA PR are the property of GEV.

This entire document is proprietary to GEV and is furnished in confidence solely for use in considering the merits of the quotation and for no other direct or indirect use. By accepting this document from GEV, the recipient agrees:

- To use this document, and the information it contains, exclusively for the above stated purpose and to avoid use of the information for performance of the proposed work by the recipient or disclosure of the information to, and use by, competitors of GEV on behalf of the recipient.
- To avoid publication or other unrestricted disclosure of this document or the information it contains.
- To make no copies of any part thereof without the prior written permission of GEV.
- To return this document when it is no longer needed for the purpose for which it was furnished, or upon request of GEV.

Revision Summary

Revision	Description	Date
0	Hot Section & Combustor Exchange	March 27, 2026
1	Added DDP Palo Seco Site, Puerto Rico delivery basis	March 30, 2026

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1 Scope of Supply

The LM2500+ Hot Section and Combustor Exchange is a standard product offering by Seller. The LM2500+ Hot Section Exchange workscope is in accordance with the original equipment manufacturers (OEM) Industrial Repair Manual (IRM) work instructions and/or OEM Engineering Shop Procedures.

The LM2500+ Hot Section and Combustor Exchange price includes the following:

- Fully refurbished HPT rotor assembly with all new or refurbished GE OEM S1 and S2 blades
- Fully refurbished HPT S1 nozzle assembly with new or refurbished GE OEM S1 nozzles
- Fully refurbished HPT S2 nozzle assembly with new or refurbished GE OEM S2 nozzles
- New or refurbished GE OEM HPT stage 1 & 2 shrouds
- Fully refurbished Combustor Base/Plus (Wet-Liquid Injection)
- Warranty Period for Material shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first.

This proposal considers that the hot section and combustor are being sold on an exchange basis.

The Buyer will receive a Hot Section and combustor that follows the latest configuration and will be assured of a high-quality product.

1.1 Technical Assumptions and Exclusions

The following technical assumptions and/or exclusions apply to the quoted price:

- This Proposal is limited to the supply of the quoted Hot Section (HS) and combustor exchange assets only, delivered **DDP Palo Seco Site, Puerto Rico (Incoterms-2020)**. Seller's scope includes delivery of the Seller-supplied assets to the agreed destination in Puerto Rico. For clarity, Seller's scope excludes all field services, installation, removal, reinstallation, commissioning, start-up, inspection, supervision, technical advisory services, and labor at site, unless expressly stated otherwise in this Proposal.



- Large structural parts identified by the OEM as Large Parts, including discs, shafts, and nozzle supports, shall be subject to inspection and evaluation. If any such part is determined by Seller to be non-repairable in accordance with applicable OEM criteria, Buyer shall be responsible for the additional cost of replacement with either a new or overhauled part.
- The quoted exchange pricing assumes that Buyer's returned assets are complete and in repairable condition. If, upon receipt, inspection, and evaluation by Seller, any major structural component—including discs, shafts, nozzle supports, or similar hardware—is determined to be non-repairable, missing, or otherwise unsuitable for continued service, additional charges shall apply.
- All local, regional, or project-specific permits, approvals, licenses, certifications, and compliance with environmental, construction, installation, or local code requirements are excluded from Seller's scope
- No modifications, adjustments, or upgrades to Buyer's equipment, facilities, systems, or any third-party equipment are included in this proposal

2 Pricing Summary

2.1 Pricing

Item	Description*	Qty	Price (USD)
1	Hot Section Exchange Module: <ul style="list-style-type: none"> • Hight pressure turbine rotor. • S1 Nozzle • S2 Nozzle 	1	\$3,131,987.72
2	Combustor G4-SAC Wet	1	\$500,906.70
3	Estimated Delivery: DDP Palo Seco Site, Puerto Rico (Incoterms 2020). Delivery charges shall be invoiced at actual cost, plus the applicable administrative fee set forth in Annex 1.	1	\$ 119,678.83
Total Price (USD)			\$3,752,573.25

This quotation is based on the assumptions and clarification between GEV and GENERA described below:

2.1 Fall Out Pricing Basis

The pricing stated in this Proposal assumes and includes standard fallout. If, following GEV's receipt, inspection, and evaluation of the returned assets, the actual fallout is found to exceed the standard fallout assumed in the quoted price, the corresponding additional charges shall be invoiced to Buyer in accordance with the fallout calculation set forth below.

Estimated fall out prices :

Engine Module	Engine Quantity	Product Name	Part Description	Incremental ea.	Quoted Scrap Rate %	Fallout Scrap Rate %	Fallout Quantity	Total Incremental add to FFP
HPTR	88	L47459G06	BLADE HPT STAGE 1	\$22,302.40	50%	0%	0	\$ -
HPTR	90	L47467G02	BLADE,STG2	\$2,893.80	10%	0%	0	\$ -
HPTN1	31	L47490G03	NOZZLE,SEGMENT,STG1	\$74,051.60	5%	0%	0	\$ -
HPTN1	1	L47490G08	NOZZLE,STG 1 BORO	\$88,616.00	5%	0%	0	\$ -
HPTN2	48	1862M72G03	SHROUD,HPT,STG1	\$7,589.60	10%	0%	0	\$ -
HPTN2	11	9082M58G05	SHROUD,HPT,STG2	\$1,780.80	10%	0%	0	\$ -
HPTN2	32	L47483G05	NOZZLE,HPT	\$35,806.80	20%	0%	0	\$ -
HPTN2	1	L47483G06	NOZZLE,HPT	\$37,322.60	20%	0%	0	\$ -



2.1 LM2500+ Hot Section modules prices considerations

- All prices under this Proposal are stated in U.S. Dollars (USD). Except for any withholding, taxes required by applicable law on payments made by Buyer to Seller.
- Any withholding taxes imposed by applicable law on payments to Seller shall be borne by Buyer. If Buyer is required by law to withhold or deduct any tax from any payment due to Seller, Buyer shall increase the payment so that Seller receives the full invoiced amount without reduction. Buyer shall furnish Seller, within one (1) month following payment, official receipts and supporting documentation evidencing payment of such withheld amounts to the applicable governmental authority.
- This Proposal is being provided subject to the impact of all applicable duties, tariffs, taxes and similar fees in effect as of the Proposal Date. If, during the bid validity period and prior to execution of a purchase order or contract, any new or increased duties, tariffs, taxes, and similar fees are announced or implemented in any jurisdiction, Seller reserves the right to revise the Proposal Price, scope or schedule to reflect the impact of such changes.
- The asset supplied by GEV consists entirely of GE OEM hardware, whether new or refurbished in accordance with applicable OEM standards.
- **Refurbished Hot Section and Combustor Lead Time.** The Hot Section currently offered under this proposal is available and ready for shipment, subject to prior sale.
- **Actual transit and delivery timing shall depend on freight booking, carrier availability, customs processing, import clearance, and other logistics-related factors beyond GEV's reasonable control.**
- The exchange pricing set forth in this proposal is based on the assumption that Buyer's returned assets are complete and in repairable condition at the time title to such asset transfers to Seller, excluding normal wear and tear, consumable parts, and components that are scrapped as a result of normal operating conditions. If Buyer's returned asset is found to be incomplete, non-repairable, or otherwise not in accordance with the foregoing assumptions, Seller reserves the right to apply an appropriate price adjustment. In such event, Seller shall be entitled to charge Buyer for the replacement value of the affected components **at sixty-five percent (65%) of the then-current new list price** .
- The exchange pricing further assumes that Buyer's returned asset contains only GE OEM hardware, or GE OEM hardware incorporating GE-authorized repairs. If Buyer's returned asset contains any non-GE OEM hardware, unapproved repairs, or other hardware not meeting these requirements, Seller reserves the right to apply a corresponding price adjustment.

2.2 Schedule

The asset currently offered is available for shipment, subject to prior sale, and will be shipped DDP to the Palo Seco Site, Puerto Rico, in accordance with Incoterms 2020, provided GEV receives an acceptable Purchase Order / Task Order by March 31, 2026. Estimated delivery is 6 to 8 weeks from receipt of the acceptable Purchase Order / Task Order. Transit time and delivery dates remain subject to freight, customs, and other logistics-related factors beyond GEV's reasonable control

2.3 Returned rotatable asset Conditions

- Title to the returned rotatable asset(s) shall transfer to Seller upon departure of such asset(s) from Buyer's site for shipment to Seller's designated facility.
- Buyer represents and warrants to Seller, and to Seller's successors and permitted assigns, that title to the returned Parts shall be free and clear of all liens, security interests, and other encumbrances as of the date of transfer. Buyers shall defend such title against any and all claims and demands.
- Buyer further represents and warrants that it is the lawful and beneficial owner of the removed Parts and has full right, power, and authority to transfer such Parts to Seller.
- Buyer shall be solely responsible for all freight, transportation, loading, export clearance, import clearance, taxes, duties, levies, and other charges associated with return shipment of Buyer's removed rotatable asset(s) to Seller's designated facility. Buyer shall also be responsible for any applicable export duties, taxes, or similar charges applicable to the return of Buyer's removed asset(s).
- Buyer shall ship the removed rotatable asset(s) to Seller within thirty (30) days after Buyer's receipt of the GE-supplied rotatable asset(s). If the removed rotatable asset(s) are not shipped to Seller within such thirty (30)-day period, Seller shall be entitled to assess a late return charge equal to 0.5% of the purchase price per day from the thirty-first (31st) day until the date such asset(s) are shipped to Seller.
- Buyer shall ship the Returned Assets DDP to GEV's Avenza Service Center, Italy, in accordance with Incoterms 2020, at Buyer's sole cost and without charge to GEV. GEV reserves the right, upon written notice, to require shipment instead to GEV's Houston shop in the United States on the same basis.

Note: "Returned Assets" means the Buyer's removed Hot Section and Combustor assets returned to Seller on an exchange basis

3 Commercial Terms

3.1 Proposal Validity

This Proposal is valid for **10 days** from date of cover page. GEV reserves the right to modify or revoke this Proposal prior to an executable order.

This Proposal is conditioned upon Genera paying GE Steam Power Caribe, Inc all invoices and interests on late payment that are past due. GEV reserves the right to reject a potential contract if such payments are not received

3.2 Payment -Terms

Payment shall be in U.S. Dollars due Net 30 upon receipt of GEV's invoice without any setoff (including, without limitation, setoff under other contracts with Seller or with General Electric Company or its affiliates). These terms will take precedence over any conflicting payment terms referenced.

3.3 Purchase Order Instructions

Should GENERA benefit us with the award of this project, please issue the order to the following entity:

GE Steam Power Caribe, Inc.

Metro Office Park2 Calle 1 Suite 100 Guaynabo PR 00968-1718

For faster service please send copy via e-mail to my attention at paola.parra@governova.com and always refer to the GE proposal number. **All orders require the following information: ship-to address, bill-to address, delivery terms, and payment terms.**

3.4 Payment Schedule

Payment Schedule will be outlined in table below for base scope.

Milestone	Amount (% of Contract)
Upon PO acceptance	50%- Net 30 days from Invoice Date
Upon dispatch of the Seller supplied assets for delivery to the agreed DDP destination in Puerto Rico	50% - Net 30 days from Invoice Date

Payment Terms for Additional Fallout Charges:

Milestone	Amount (% of Contract)
Upon Seller's invoice for additional fallout charges in accordance with section 2.1 of this Proposal	100% of the applicable additional fallout charges– Net 30 days from Invoice Date



3.5 Terms and Conditions

Except as modified herein, this Proposal shall be in accordance with the Master Services and Supply Agreement by and between Puerto Rico Electric Power Authority as Owner (represented by its agent, Genera PR LLC) and GE Steam Power Caribe, Inc., as Contractor Dated -February 17th 2026 – Agreement No. 111385 (the “Agreement”). In the case of conflicts between the terms and conditions contained in this Proposal and those of the Agreement, the terms and conditions of this Proposal shall take precedence.

4 Extra Work

4.1 Definition and Rate Schedules

Out-of-scope work (“Extra Work”) means any work, service, material, part, support, or activity not expressly included in this proposal.

This proposal is limited to the supply of the quoted assets only and excludes all field services, installation, removal, reinstallation, inspection, supervision, commissioning, start-up support, technical advisory services, labor, and any other on-site support, unless expressly stated otherwise in this proposal.

If **GENERA** request any Extra Work and GEV agrees to perform it, such Extra Work shall be subject to a separate quotation or written change order and must be authorized in writing by **GENERA** prior to performance. Extra Work may be provided on either a lump-sum basis or a time-and-materials basis.

Any Extra Work performed on a time and materials basis shall be charged at GEV’s rates in effect at the time of execution. GEV shall have no obligation to perform any Extra Work unless and until the applicable scope, pricing, and schedule are agreed in writing.

Annex 1: Administrative Fee based on actual cost.

Final invoicing will be the sum of actual cost and the administrative fee applicable by cost category. Table figures are shown in USD.

Category No.	Lower Range Cost (USD)	Upper Range Cost (USD)	Administration Fee (USD)
1	\$0.00	\$25,000.00	\$8,750.00
2	\$25,000.01	\$50,000.00	\$17,500.00
3	\$50,000.01	\$75,000.00	\$26,250.00
4	\$75,000.01	\$100,000.00	\$35,000.00
5	\$100,000.01	\$125,000.00	\$43,750.00
6	\$125,000.01	\$150,000.00	\$52,500.00
7	\$150,000.01	\$175,000.00	\$61,250.00
8	\$175,000.01	\$200,000.00	\$70,000.00
9	\$200,000.01	\$225,000.00	\$78,750.00
10	\$225,000.01	\$250,000.00	\$87,500.00
11	\$250,000.01	\$275,000.00	\$96,250.00
12	\$275,000.01	\$300,000.00	\$105,000.00
13	\$300,000.01	\$325,000.00	\$113,750.00
14	\$325,000.01	\$350,000.00	\$122,500.00
15	\$350,000.01	\$375,000.00	\$131,250.00
16	\$375,000.01	\$400,000.00	\$140,000.00
17	\$400,000.01	\$425,000.00	\$148,750.00
18	\$425,000.01	\$450,000.00	\$157,500.00



Category No.	Lower Range Cost (USD)	Upper Range Cost (USD)	Administration Fee (USD)
19	\$450,000.01	\$475,000.00	\$166,250.00
20	\$475,000.01	\$500,000.00	\$175,000.00
21	\$500,000.01	\$525,000.00	\$183,750.00
22	\$525,000.01	\$550,000.00	\$192,500.00
23	\$550,000.01	\$575,000.00	\$201,250.00
24	\$575,000.01	\$600,000.00	\$210,000.00
25	\$600,000.01	\$625,000.00	\$218,750.00
26	\$625,000.01	\$650,000.00	\$227,500.00
27	\$650,000.01	\$675,000.00	\$236,250.00
28	\$675,000.01	\$700,000.00	\$245,000.00
29	\$700,000.01	\$725,000.00	\$253,750.00
30	\$725,000.01	\$750,000.00	\$262,500.00
31	\$750,000.01	\$775,000.00	\$271,250.00
32	\$775,000.01	\$800,000.00	\$280,000.00
33	\$800,000.01	\$825,000.00	\$288,750.00
34	\$825,000.01	\$850,000.00	\$297,500.00
35	\$850,000.01	\$875,000.00	\$306,250.00
36	\$875,000.01	\$900,000.00	\$315,000.00
37	\$900,000.01	\$925,000.00	\$323,750.00
38	\$925,000.01	\$950,000.00	\$332,500.00
39	\$950,000.01	\$975,000.00	\$341,250.00
40	\$975,000.01	\$1,000,000.00	\$350,000.00



Category No.	Lower Range Cost (USD)	Upper Range Cost (USD)	Administration Fee (USD)
41	\$1,000,000.01	\$1,025,000.00	\$358,750.00
42	\$1,025,000.01	\$1,050,000.00	\$367,500.00
43	\$1,050,000.01	\$1,075,000.00	\$376,250.00
44	\$1,075,000.01	\$1,100,000.00	\$385,000.00
45	\$1,100,000.01	\$1,125,000.00	\$393,750.00
46	\$1,125,000.01	\$1,150,000.00	\$402,500.00
47	\$1,150,000.01	\$1,175,000.00	\$411,250.00
48	\$1,175,000.01	\$1,200,000.00	\$420,000.00
49	\$1,200,000.01	\$1,225,000.00	\$428,750.00
50	\$1,225,000.01	\$1,250,000.00	\$437,500.00
51	\$1,250,000.01	\$1,275,000.00	\$446,250.00
52	\$1,275,000.01	\$1,300,000.00	\$455,000.00
53	\$1,300,000.01	\$1,325,000.00	\$463,750.00
54	\$1,325,000.01	\$1,350,000.00	\$472,500.00
55	\$1,350,000.01	\$1,375,000.00	\$481,250.00
56	\$1,375,000.01	\$1,400,000.00	\$490,000.00
57	\$1,400,000.01	\$1,425,000.00	\$498,750.00
58	\$1,425,000.01	\$1,450,000.00	\$507,500.00
59	\$1,450,000.01	\$1,475,000.00	\$516,250.00
60	\$1,475,000.01	\$1,500,000.00	\$525,000.00
61	\$1,500,000.01	\$1,525,000.00	\$533,750.00
62	\$1,525,000.01	\$1,550,000.00	\$542,500.00



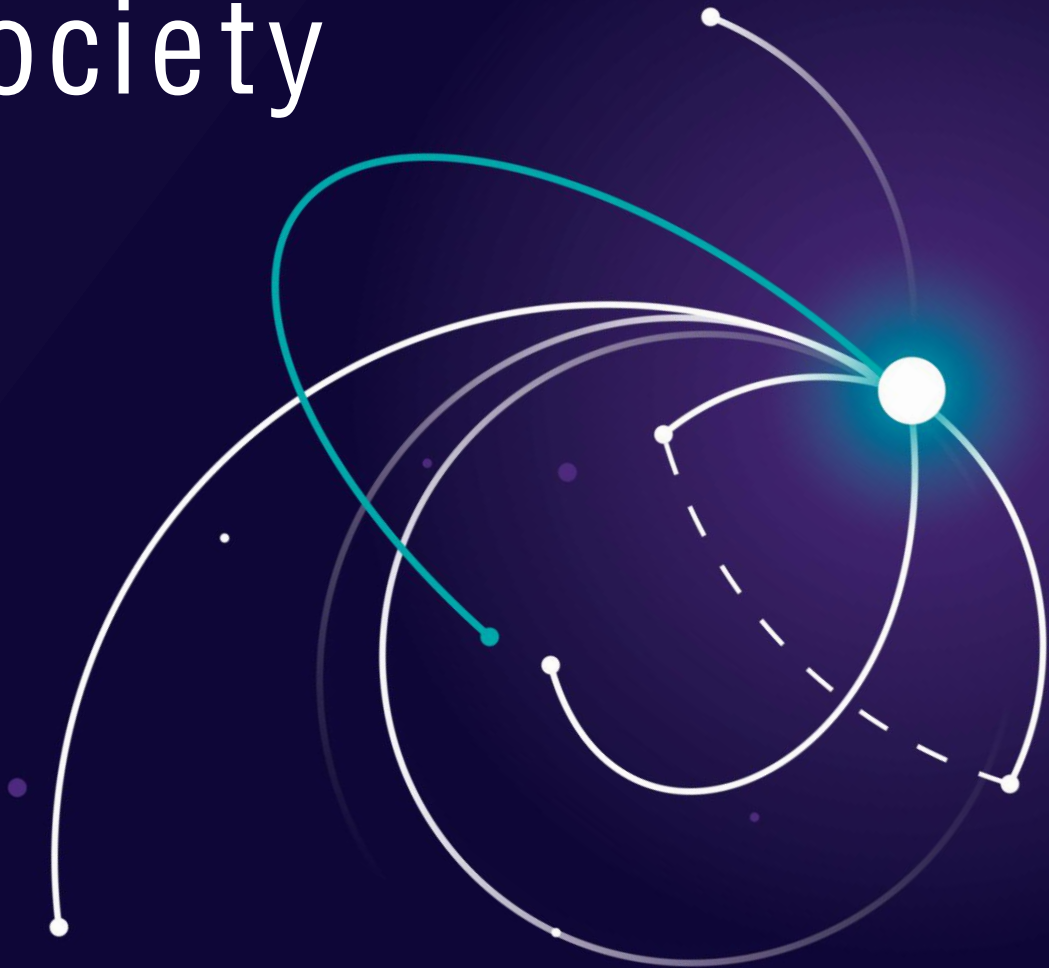
Category No.	Lower Range Cost (USD)	Upper Range Cost (USD)	Administration Fee (USD)
63	\$1,550,000.01	\$1,575,000.00	\$551,250.00
64	\$1,575,000.01	\$1,600,000.00	\$560,000.00
65	\$1,600,000.01	\$1,625,000.00	\$568,750.00
66	\$1,625,000.01	\$1,650,000.00	\$577,500.00
67	\$1,650,000.01	\$1,675,000.00	\$586,250.00
68	\$1,675,000.01	\$1,700,000.00	\$595,000.00
69	\$1,700,000.01	\$1,725,000.00	\$603,750.00
70	\$1,725,000.01	\$1,750,000.00	\$612,500.00
71	\$1,750,000.01	\$1,775,000.00	\$621,250.00
72	\$1,775,000.01	\$1,800,000.00	\$630,000.00
73	\$1,800,000.01	\$1,825,000.00	\$638,750.00
74	\$1,825,000.01	\$1,850,000.00	\$647,500.00
75	\$1,850,000.01	\$1,875,000.00	\$656,250.00
76	\$1,875,000.01	\$1,900,000.00	\$665,000.00
77	\$1,900,000.01	\$1,925,000.00	\$673,750.00
78	\$1,925,000.01	\$1,950,000.00	\$682,500.00
79	\$1,950,000.01	\$1,975,000.00	\$691,250.00
80	\$1,975,000.01	\$2,000,000.00	\$700,000.00

EXHIBIT 6

Siemens Energy Budgetary Proposal SF262532095, Rev. 00 (LM2500 / LM2500+ SAC Hot
Section Exchange)

SIEMENS
ENERGY

We energize
society



LM2500 SAC / LM2500+ SAC Hot Section Exchange
GENERA PR LLC
SF262532095 Rev 00
31-Mar-26
Budgetary Proposal

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Proprietary Information

This Budgetary Proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal") is provided "as-is" for your evaluation of Siemens Energy ("Siemens Energy") as the provider of work discussed therein and contains information that is confidential to and solely owned by Siemens Energy. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between you and Siemens Energy. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be reproduced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens Energy.

Issue	Date	Author	Summary of Changes
Rev 00	31-Mar-26	Raymundo Aviles	Initial Release

GENERA PR LLC

Dear Sir or Madam,

Siemens Energy, hereafter referred to as the Seller, is pleased to provide this Budgetary Proposal to GENERA PR LLC, hereafter referred to as the Customer. This Proposal is the basis for the scope of the 1xLM2500 Base SAC & 1xLM2500+ SAC Hot Section exchanges solution for your LM2500 / LM2500+ SAC Gas Turbines fleet.

Depending on the operating and environmental conditions of the equipment, alternate outcomes in both the repair scope and / or remaining operational duration could be expected. Siemens Energy is keen to work together with you to optimize the availability and reliability of your equipment and maximize the number of operating hours per dollar spent on maintenance.

We would also like to jointly develop a planned maintenance schedule to ensure resources are available for you when needed.

Should you have any further requirements or questions, please do not hesitate to contact the undersigned.

Yours Sincerely,

Juan Pablo Ramirez
Regional Product Development Manager (RPDM)
Siemens Energy Inc.
Mob.: +52 (55) 19118772
Email: juan.ramirez_ba@siemens-energy.com

1. Project Overview

Siemens Energy is pleased to present this Budgetary Proposal for 1XLM2500 SAC & 1XLM2500+ SAC Hot Section Exchanges. Within this Budgetary Proposal, Siemens Energy will offer a fixed scope of supply, providing the most cost-effective, economical, and expedient approach.

1.1 Value Proposition

Siemens Energy has more than a century of experience in the design and manufacturing of industrial rotating equipment including power turbines, control & auxiliary systems configurations, and driven components.

Siemens Energy's comprehensive capability to service LM Aeroderivative Products benefits from that engineering legacy and the vast knowledge and experience of our employees.

With this Siemens Energy expertise, we are confident that our offered services at a Siemens Energy designated Independent Service Provider ("ISP") Level 4 Service Center are more than capable to meet or exceed the original OEM requirements.

Siemens Energy main value propositions include:

- Maximized availability
- Reduced failures and downtimes
- Reduced lifecycle costs
- Custom service offerings and solutions
- Industry Leading Turnaround time utilizing an Exchange Asset Program

1.2 About Siemens Energy

Since 1967, Dresser-Rand, now part of Siemens Energy, designed and manufactured LM driven gas turbine packages for mechanical drive and power generation applications. With an installed base of more than three hundred (300) LM2500 base, plus and plus G4 & LM6000 turbine packages, Siemens Energy is a recognized leader in providing comprehensive life cycle service support for the complete package.

Siemens Energy's Integrated Powertrain Solution ("IPS") is the LM industry differentiator with an integrated full train approach to service offerings with a customer focus. IPS is a one stop shop for all your LM and LM package needs. We stand behind our Service Quality, Capabilities, and Expertise with a global network of offices, suppliers, and service professionals – committed to ensure service availability and to our customer's fleet.

Our team is at your disposal to answer any questions and to provide clarification as needed. We look forward to our partnership, working with you now and in the future.



Figure 1.0 LM2500 SAC Gas Turbine

1.3 Value Proposition

Siemens Energy has more than a century of experience in the design and manufacturing of industrial rotating equipment including power turbines, control & auxiliary systems configurations, and driven components.

Siemens Energy's comprehensive capability to service LM Aeroderivative Products benefits from that engineering legacy and the vast knowledge and experience of our employees.

With this Siemens Energy expertise, we are confident that our offered services at a Siemens Energy designated Independent Service Provider ("ISP") Level 4 Service Center are more than capable to meet or exceed the original OEM requirements.

Siemens Energy main value propositions include:

- Maximized availability
- Reduced failures and downtimes
- Reduced lifecycle costs
- Custom service offerings and solutions

2. Scope of Work

2.1 Input & Assumptions

2.1.1 Operation / Engine Data

Customer's Name	GENERA PR LLC
Site Location	San Juan Puerto Rico
Engine Serial Number / TSN / CSN	Per Table Bellow
Fuel	Natural Gas
Scope of coverage	Hot Section Exchange

Date 22-Feb-26

SITE	Unit	Turbine Number	Start Attempts	Fired Starts	Engine Hours	Last Hotsection Date	Last Hot Section Hours	Next Hot Section DFO Hours	Next Hot Section Gas Hours	Next Overhaul Hours
PSTP	GT01	557-238	1356	1273	18954	19-May-24	9531	24531	34531	50000
PSTP	GT03	481-559	1744	1386	42483	TBD	0	15000	25000	50000
SJTP	GT02	557-251	1731	1555	16870	TBD	0	15000	25000	50000
SJTP	GT03	557-258	1711	1521	15681	TBD	0	15000	25000	50000
SJTP	GT06	557-254	1081	1014	14975	TBD	0	15000	25000	50000

2.2 LM2500 / LM2500+ SAC Hot Section Exchange

In the exchange model, Siemens Energy provides with 1XLM2500 SAC / 1XLM2500+ SAC Hot Section Modules with OEM hardware ("Exchange HS Module") on an exchange base with the Customer's removed LM2500 SAC / 1XLM2500+ SAC Hot Section Module ("Return Hot Section") returned to Siemens Energy. This allows the customer to complete a 25,000-operating hours Hot Section exchange at site without waiting for the overhaul and return of their assets from a service center providing with the most cost-effective, economical approach.

2.2.1 Prediction & Exclusion

In the development of this Proposal the following predictions & assumptions were made about Customers' LM2500 SAC / LM2500+ SAC Hot Sections, (ESN TBC):

- Hot Section Module' major structural parts such as combustor, rotor components, e.g., disks, spools and shafts must be in a useable and repairable condition.

- The exchange of critical life-limited parts is excluded.
- Max. accumulated 25,000 operating hours since new at the time of exchange.

The following scrap rates of the airfoils have been assumed based on the borescope reports provided. Any deviation from the below will be considered additional scope.

Airfoil	Assumed scrap rate
HPT blades stages 1 & 2	5% / 5 %
HPT vanes stages 1 & 2	5 % / 5 %
HPT shrouds stages 1 & 2	5 % / 5 %

The following table describes the Hot Section Module in detail:

Asset#1 Information (Subject to prior sale):

LM2500 Hot Section Module	
	SE Asset
Model Number	LM2500
Manufacturer	General Electric
Serial Number	481-758 (Subject to Prior Sale)
Total Operating Time (TSN)	TBC
Time since Last Shop Visit (TSLSV)	0
Combustor Type	SAC
Type of Repair Service	ISP
Type of Hardware	OEM

The LM2500 SAC Hot Section Module was removed from the original site by Siemens Energy and have been inspected and repaired at a Siemens Energy designated Level 4 Maintenance, Repair and Overhaul Center ("MROC"). All Level 4 maintenance activities have been performed at a SEI designated Maintenance, Repair and Overhaul Center (MROC), FAA authorized and operated by an Independent Service Provider (ISP).

Asset#2 Information (Subject to prior sale):

LM2500 Hot Section Module	
	SE Asset
Model Number	LM2500+
Manufacturer	General Electric
Serial Number	557-230 (Subject to Prior Sale)
Total Operating Time (TSN)	TBC
Time since Last Shop Visit (TSLSV)	0
Combustor Type	SAC
Type of Repair Service	ISP
Type of Hardware	OEM

The LM2500+ SAC Hot Section Module was removed from the original site by Siemens Energy and have been inspected and repaired at a Siemens Energy designated Level 4 Maintenance, Repair and Overhaul Center ("MROC"). All Level 4 maintenance activities have been performed at a SEI designated Maintenance, Repair and Overhaul Center (MROC), FAA authorized and operated by an Independent Service Provider (ISP).

2.2.2 Standard Repaired Scope of work at a Siemens Energy MROC:

2.2.2.1 Combustor

- Disassembly into Inner liner, outer liner, dome, and cowl
- Visual, dimensional & NDT inspection of components
- Repair components on condition according to inspections results.
- Assembly and final inspection

2.2.2.2 Stage 1 High Pressure Turbine Nozzle Assembly (HPTN1)

- Disassembly into piece parts, cleaning, and inspection of piece parts,
- Component repair / replace on condition according to inspections results
- Assembly and final inspection.

2.2.2.3 Stage 2 High Pressure Turbine Nozzle Assembly (HPTN2)

- Disassembly, cleaning, non-destructive testing, and inspection of all components
- Component repair / replace on condition according to inspection results
- Assembly and machining of air seals and shrouds to their specific dimensions.
- Final inspection

2.2.2.4 High Pressure Turbine Rotor

- Disassembly, cleaning, non-destructive testing, and inspection of all components
- Component repair / replace on condition according to inspection results
- Assembly and machining of blade tips according to their specific dimensions.
- Final balancing of the rotor assembly.

2.2.2.5 Service Bulletin (SB)

- Implementation of Service Bulletin is not included on the scope of work of this proposal.

2.2.3 Container

The provision of a Lease Container for shipping the Exchange Gas Generator and the Return Gas Generator back to the Seller is included.

2.2.4 Transportation

This Proposal does not include any transportation.

2.3 Project Management

Siemens Energy Integrated Powertrain Solutions will nominate a Project Manager for execution and completion of the project. The Project Manager will act as the primary liaison for all activities during the execution phase. It is expected that the customer will supply a single point of contact for the project manager to interface with.

No off-site meetings are included in the price and will be charged on a time and material basis should such be required.

2.4 Installation and Commissioning

Installation and Commissioning of the Exchange Hot Sections is excluded from the scope and the option can be provided upon request; however appropriate additional quote estimates will need to be added to the proposed options.

The services can be provided in the form of technical guidance (supervision), commissioning start-up and performance testing.

Where relevant and required, Siemens Energy can also offer extended scopes including installation labor and installation management.

2.5 Other Services Available from Siemens Energy and Affiliates

Siemens Energy can provide a variety of optional services to improve site operation and maintenance, and to ensure greater reliability and availability of Gas Turbines.

- **Training:**

Training such as onsite operator familiarization, preventive, and routine maintenance activities (Level 1 and Level 2), and more advanced troubleshooting and operator training is available upon request and can be presented in a separate training proposal.
- **Spare Parts and Related Equipment:**

Any additional or required engine, controls or package parts, or start-up, and critical parts are not included but can be quoted separately.
- **Long Term Plan (LTP):**

A long-term plan (LTP) is a proven way to ensure reliability over the long term. Siemens can develop a comprehensive maintenance plan, which covers scheduled inspections and minimizes downtime due to unscheduled events. These programs are designed with the owner/operator in mind, so that the plant will achieve maximum availability.
- **Modifications and Upgrades:**

Conversions and modifications can be quoted for this equipment. Siemens' service groups have extensive capability for mechanical, electrical and controls retrofits, which are designed with the latest technology for improved power, heat rate, operation, flexibility, onsite maintenance, and availability.

3. Commercial

3.1 Pricing Table

Asset #1 LM2500 SAC Hot Section Module

Item	Description	Qty	Total Customer Price (USD)
1	Exchange of One (1) LM2500 SAC Hot Section Module with OEM hardware as per section 2 Asset (481-758).	1	\$ 2,299,000.00
2	Exchange credit from customer LM2500 SAC Hot Section Module (TBC)	1	-\$ 299,000.00
NET HOT SECTION EXCHANGE			\$ 2,000,000.00

Asset #2 LM2500+ SAC Hot Section Module

Item	Description	Qty	Total Customer Price (USD)
1	Exchange of One (1) LM2500+ SAC Hot Section Module with OEM hardware as per section 2 Asset 557-230 (Subject to Prior Sale).	1	\$ 2,799,000.00
2	Exchange credit from customer LM2500+ SAC Hot Section Module (TBC)	1	-\$ 299,000.00
NET HOT SECTION EXCHANGE			\$ 2,500,000.00

Customer's Hot Section Module is subject to Sellers' inspection of the Hot Section Module, review of maintenance records, and review of storage procedures and records.

3.2 Pricing Basis

Budgetary Proposal:

- Price is Budgetary and subject to the pricing notes below.
- Liquidated Damages to delays, failures, or breaches are excluded.
- Price is based on the predictions, exclusions and scope as outlined in section 2. Price does not include replacement of Hot Section Module major structural parts. Any project deviations will be treated as a chargeable change variance.
- Price does not include site installation services including any supervision which shall be offered separately.
- Siemens Energy reserves the right to make any changes and re-issue pricing should the scope change or the validity date lapses, without prior consent and approval of Customer.

- The prices quoted do not include foreign taxes, tolls, government imports, VAT, Customs duties, port handling charges, clearance costs, local transport to site and other mandatory charges levied in the country of import.
- The price is inclusive of known tariffs as of February 17th 2026 that are in effect for items imported into the USA.
- This offer is based on the successful completion of Siemens Energy ABC compliance review check and approval by Siemens Energy authorities if applicable.
- Where completion of the scope of work includes replacement parts, the Supplier may at its option supply new, refurbished, or used parts. Refurbished or used parts may come from a parts pool and not the original supplied asset.
- All rejected parts will become Siemens Energy property 30 days after the repaired equipment is provided back to the Customer, for normal disposal, unless otherwise advised differently by the Customer in advance.

The prices quoted in this proposal are based on the 2026 pricing. All pricing is subject to escalation and shall be revised on 1st January each year thereafter for the duration of this contract in accordance with the following escalation formula:

$$P_n = P_o \times \left[\left(\frac{CPI_n}{CPI_o} \right) \right]$$

Where:

- a. P_o is the relevant price or fee in the contract.
- b. P_n is the relevant price or fee for contract year in consideration.
- c. CPI_o is the index number of the U.S. Consumer Price Index – All Urban Consumers (CPI-U): U.S. city average – All items (Series ID: CUUR000SA0) published by U.S. Bureau of Labor Statistics for the month of January 2023.
- d. CPI_n is the corresponding index number of the U.S. Consumer Price Index – All Urban Consumers (CPI-U): U.S. city average – All items (Series ID: CUUR000SA0) published by U.S. Bureau of Labor Statistics for the month immediately preceding the new CONTRACT YEAR.
- e. If “ P_n ” is less than a 2% increase from the preceding contract year, then “ P_n ” shall be recalculated to equal the preceding contract year price plus 2%.
- f. If the government of the United States ceases to publish any of the statistics referred to above or modifies the basis of the calculation then Siemens Energy shall, in conjunction with the Customer, have the right to substitute any officially recognized, proper and substantially equivalent statistic.
- g. The indices above are published by the U.S. Bureau of Labor Statistics. <http://www.bls.gov>.

3.3 Delivery Terms

The following delivery terms are applicable,

- Customer to deliver Hot Section Modules to be exchanged DDP* (Incoterms 2020) Siemens Energy designated MROC, San Diego, USA
- Seller to deliver the Refurbished Hot Section Modules FCA (Incoterms 2020) Siemens Energy designated MROC, San Diego, USA.

*Siemens Energy can act as the importer of record in the USA for the Exchange Hot Section Module that customer will provide, in case this is requested all duties, tariffs, taxes, fees, etc., will be charged back to customer at cost + 15% Admin Fee.

3.4 Duties/Taxes

Import / Export duties, taxes, customs costs are to be borne by Customer.

3.5 Payment Terms & Security

All payments shall be Net 30 days from the date invoice is received.

- 30% Payment of Total Purchase Order Value payable within 30 days of Purchase Order Acceptance.
- 70% Payment of Total Purchase Order Value payable within 30 days of notification of readiness to ship.

Cancellation will result in 100% due of the purchase price.

If the work for some reason is prolonged or delayed, the Contractor reserves the right to issue partial invoice covering work performed.

Payment shall be deemed made if and as entered in the agreed currency to the unrestricted credit of Contractor's banking account.

3.6 Warranty

Seller warrants to the Customer that goods of its manufacture and/or supply will be free from defects in material or workmanship for a period of twelve (12) months of operation or eighteen (18) months from date of delivery.

- a) Gas Generator has been maintained and operated in accordance with latest published OEM requirements, including quality of air, fuel, and water.
- b) At Siemens' request, Customer shall provide the following information on Customer's engine including, but not limited to, a) records or photos of periodic borescopes inspections, b) access to records as to what type of fuel was used, c) reports indicating how many hot trips have occurred during usage, and d) any engine

performance issues or concerns with engine that become apparent during inspections or during daily engine operation.

- c) Defect must not result from any manner from the intentional or negligent action or inaction by Customer, its agents or employees.
- d) Borescopes inspections as defined by the OEM are mandatory.
- e) Customer to allow Seller's Field Service to conduct scheduled inspections.
- f) Warranty is not assignable.

The obligation of Seller and Purchaser's sole and exclusive remedy hereunder shall be limited, at Seller's option, to replacement or repair of the goods for defects found during the warranty period.

Any consequential and incidental damages and/or losses are expressly excluded.

3.7 Validity

This Proposal is Budgetary, valid for 30 days, subject to availability of the Siemens Energy Gas Turbine assets.

3.8 Delivery Time

Assets are available for immediate delivery. All delivery dates are subject to prior sale, PO acceptance and a 2-week advance notification to prepare module for shipment and documentation.

*Customer shall return each removed LM2500 / LM2500+ SAC Hot Section Module within One (1) month after pickup of the Exchange Hot Sections back to Sellers designated facility in USA. Failure to do so will result in a penalty of USD \$ 1,900,000.00 per Hot Section Module, this penalty will be invoiced at the time the penalty is incurred. Customer shall be responsible to crate for export and delivers the Return Hot Sections Modules DDP (Incoterms 2020) from Customer's designated facility in Puerto Rico to Sellers' designated facility in USA.

3.9 Customer PO Instructions

Please send the PO to the following address:

Siemens Energy, Inc.
4400 Alafaya Trail,
Orlando FL, USA, 32826
Lawrence.poon@siemens-energy.com

4. Terms and Conditions

The project shall be governed by the terms and conditions of this Proposal together with the Terms and Conditions for Deliveries and Services for Siemens Energy GT&C International Sale of Equipment and Services (REV_ 12-09-2024).

4.1 Assignment

Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens Energy; an entity in litigation and arbitration with Siemens Energy; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee shall expressly assume the performance of any obligation assigned. Upon assignment permitted under this Article, the assignor shall be released from all assigned obligations. Siemens Energy may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

4.2 Covid-19

Due to the Covid-19 outbreak, the following shall apply.

The Parties acknowledge the worldwide outbreak of the Corona Virus/Covid-19 Virus disease, which affects or is likely to affect usual business activities and/or the execution of the contract. The Parties agree that Siemens Energy will be granted reimbursement of costs, extension of time or any other reasonably required adjustment of the contract, all if required to overcome the consequences directly or indirectly caused by the outbreak of the coronavirus disease.

4.3 UNCERTAIN SITUATION

The Parties acknowledge that there is an uncertain political and security situation in the world, in particular due to the invasion of Ukraine ("Uncertain Situation"), which effects are difficult to foresee at the time of Contract signing and which can directly and indirectly affect the execution of this Contract including but not limited to the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation means and services. In light of the above, the Parties agree that either Party shall be entitled to reasonable adjustments of the delivery/completion dates and/or the Contract Price to the extent any delay and costs are caused directly or indirectly by the above-mentioned Uncertain Situation and any related consequences.

4.4 Ban on re-exports to Russia (“No-Russia-Clause “)

4.4.1. Siemens Energy Inc. hereby prohibits to GENERA PR LLC, and GENERA PR LLC agrees, not to re-export and/or forward, directly, or indirectly, to Russia or for use in Russia any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred, or exported by Siemens Energy Inc. to the GENERA PR LLC under this Agreement.

4.4.2. Siemens Energy shall be entitled to terminate this Agreement by written notice in the event of a breach by GENERA PR LLC of the obligation pursuant to 4.4.1 of this Agreement. Upon termination GENERA PR LLC. shall pay to Siemens Energy Inc. all costs and damages incurred by Siemens Energy Inc. from such termination. In any case, GENERA PR LLC shall pay Siemens Energy Inc. liquidated damages in the amount of 20 % of the contract value.

4.4.3. Notwithstanding the provision in 4.4.2, GENERA PR LLC. Shall indemnify and hold harmless Siemens Energy Inc.in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against Siemens Energy inc. arising out of or relating to a breach by GENERA PR LLC of the obligation under 4.4.1 of this Agreement and GENERA PR LLC shall compensate Siemens Energy inc. for all losses and expenses incurred resulting thereof.

4.5 Political Climate

Due to the prevailing political climate, the price set forth in this offer does not account for any potential tariffs that may be imposed as a result of importing any of the goods to the United States, whether currently foreseeable or not. In the event that such obligations arise, to the extent such tariffs alter the price, it shall be adjusted accordingly at the sole expense of the Buyer.

The price shall be subject to adjustment in the event that any tariffs may be imposed as a result of importing any of the goods to the United States, at the sole expense of the Buyer.

4.6 Prohibition on Nuclear Use

Any returned equipment is not intended for application, and shall not be used, in connection with any nuclear installation or activity, Siemens Energy shall comply with laws applicable to the application, operation, use and disposal of such returned equipment, subject and conditioned upon Siemens’ Energy compliance with the USA, the EU and any other applicable trade control laws and regulations.’

4.7 USA Political Climate

Due to the prevailing political climate, the price set forth in this offer does not account for any potential tariffs that may be imposed as a result of importing any of the goods

to the United States, whether currently foreseeable or not. In the event that such obligations arise, to the extent such tariffs alter the price, it shall be adjusted accordingly at the sole expense of the Customer.

The price shall be subject to adjustment in the event that any tariffs may be imposed as a result of importing any of the goods to the United States, at the sole expense of the Customer.

4.8 Exceptional Circumstances – Force Majeure

The parties are aware of the current situation in the Middle East prevailing as of 28th of February 2026 (the "Exceptional Circumstances") which qualifies (or may evolve) as a Force Majeure event under the Contract. However, both parties hope that these Exceptional Circumstances will be resolved in due course and will thus not impact the execution of this project.

However, if in Siemens Energy's reasonable opinion, the Exceptional Circumstances continue and directly or indirectly affect or are likely to affect Siemens Energy's performance, Siemens Energy shall be entitled to adjust the contract and its performance, including adjustments to price and delivery and/or completion dates to the extent reasonably necessitated as a result of the Exceptional Circumstances. For the avoidance of doubt, the Exceptional Circumstances shall continue to constitute a Force Majeure Event under the Contract, entitling Siemens Energy to invoke Force Majeure and claim all associated rights and reliefs.

ATTACHEMENT A

Terms and Conditions.

The terms and conditions set forth in the SEI proposal and these terms and conditions govern the SEI proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for thirty (30) days from the date of the proposal unless extended or withdrawn in writing by SEI. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to SEI during such validity period will form an Agreement based upon the terms and conditions of the SEI proposal and these terms and conditions. The following order of precedence shall prevail: (i) an integrated agreement, if any, signed by SEI and Purchaser; (ii) any change orders executed by the Parties; (iii) SEI proposal; (iv) these terms and conditions; (v) Purchaser's purchase order (as accepted by SEI and excluding those items noted in Article 1(b) below).

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- (a) "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- (b) "Agreement" means the SEI proposal, these terms and conditions, Purchaser's purchase order, as accepted by SEI, (excluding any preprinted terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the SEI offer as set forth in the SEI proposal; or an integrated agreement signed by SEI and Purchaser; for the Equipment, and/or Services.
- (c) "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (d) "Delivery" means delivery in accordance with the applicable delivery term stated in Article 5(a) below or, unless otherwise provided in the proposal.
- (e) "Equipment" means equipment, components, parts, materials and Software provided by SEI pursuant to the Agreement.
- (f) "Field Installation Services" means the installation by SEI of Purchaser's Material at the Site.
- (g) "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by SEI on Purchaser's Material at the Site and for certain activities at a repair facility selected by SEI.
- (h) "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.

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- (i) "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- (j) "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- (k) "Party" means individually either SEI or Purchaser.
- (l) "Parties" means collectively both SEI and Purchaser.
- (m) "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (n) "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- (o) "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- (p) "Resultant Data" means data or information that is generated or derived from or a result of any modification, adaption, revision, translation, abridgement, condensation, compilation, evaluation, expansion or other recasting or processing of the Purchaser's data.
- (q) "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, Training Services and Technical Services; or some or all of them provided by SEI pursuant to the Agreement.
- (r) "Services on Third Party Parts" means Services in connection with Third Party Parts.
- (s) "Shop Repair and Modernization Services" means work performed by SEI on Purchaser's Material at a SEI manufacturing plant, a SEI repair facility or another suitable facility selected by SEI.
- (t) "SEI" means Siemens Energy, Inc. or its affiliated companies and subsidiaries (including but not limited to Siemens Energy Demag Delaval Turbomachinery, Inc.) as set forth in the Agreement, and their respective successors and assigns, and each of their partners, principals, shareholders, directors, officers, employees, and agents.
- (u) "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- (v) "Special Services" means the performance by a SEI field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both online and offline. This work may be conducted on Site or by telecommunication.
- (w) "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by SEI to Purchaser in chip, disk and/or tape format.
- (x) "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to SEI in connection with the obligations of SEI under the Agreement.
- (y) "Technical Field Advice" (sometimes referred to as Technical Field Assistance) means the advice and consultation given to Purchaser's personnel by a field service representative of SEI with respect to:
 - a. installation, inspection, repair and/or maintenance activities performed by others at the Site, and
 - b. any SEI recommended quality assurance procedures for activities performed at the Site.

Technical Field Advice does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

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(z) "Technical Services" means (i) Technical Field Advice; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by SEI, Purchaser or others; (v) technical information provided by SEI, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a SEI facility by a SEI engineer or technician; and/or (viii) advice and guidance given to Purchaser by SEI field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

(aa) "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by SEI or the predecessors of SEI or which were originally supplied by SEI or the predecessors of SEI and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with SEI or with a predecessor of SEI.

(bb) "Training Services" means training and consultation services given to Purchaser's personnel or Purchaser subcontractor at the Site or at a SEI facility by a SEI trainer or technical advisor.

2. Scope

SEI will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

Unless otherwise stated in the SEI proposal, the price does not include unloading, disassembly and reassembly of Purchaser equipment or Equipment and/or installation of Software at the Site. The price for the Equipment and/or Services is set forth in the proposal, which amount shall be adjusted as expressly provided in the Agreement.

4. Terms of Payment

A. Unless otherwise specified, SEI shall issue invoices in accordance with the schedule set forth in the SEI proposal. If an invoice schedule is not set forth in the SEI proposal, SEI shall issue invoices as the work is completed. In any event, all invoices shall be paid by Purchaser within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return Equipment or components to SEI for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by SEI at a later date, SEI reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by SEI at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date SEI is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of SEI to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due SEI may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11(C), Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payment deficiency by Purchaser. The schedule for the resumed work will be established by SEI based on its then current workload and the availability of other resources. All SEI expenses associated with any such suspension shall be for the account of Purchaser.

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E. If a good faith dispute exists over the amounts to be paid, Purchaser shall notify SEI in writing of such dispute and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with the disputed portion, together with interest as specified in subsection D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the SEI proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of SEI, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SEI PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SEI ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above or provision of the remedy set forth in the SEI proposal shall constitute complete fulfillment of all liabilities of SEI to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery. Further, the Parties agree that such deferral or any other option noted in SEI's proposal are a reasonable determination of the damages that Purchaser would incur as a result of the delay in Delivery of the Equipment or in completion of the Services and do not constitute a penalty.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the SEI proposal, delivery of each component of Equipment shall be made FCA (Incoterms 2020) at the manufacturing plant. Subject to the provisions of subsection B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from SEI to Purchaser upon Delivery. Upon Delivery, the Equipment shall be deemed accepted if Purchaser does not, in writing, reject such Delivery within forty-eight (48) hours.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with SEI or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due SEI have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber SEI's or its licensor's ownership of the Software, or as limiting SEI or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to SEI for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by SEI where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to SEI upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by SEI at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by SEI, as part of its warranty obligations or as part of the Shop Repair and Modernization Services shall, at SEI's option, revert back to SEI upon completion of the replacement, with a deemed value of zero.

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D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against SEI and its Subsuppliers.

6. Transportation

A. Transportation and Storage: Unless otherwise stated in the SEI proposal, when items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, SEI will notify Purchaser that the Equipment or Purchaser's Material is available for carrier pick-up at the location designated by SEI, and Purchaser shall transport such items from the location designated by SEI at Purchaser's expense. If SEI has agreed in the SEI proposal to transport Equipment or Purchaser's Material, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, SEI will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to SEI; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material by Normal Carriage with all transportation expenses thereby incurred by SEI, including but not limited to, handling, transportation, taxes, and insurance, payable by Purchaser on a cost-plus fee basis:

- (1) to Purchaser's designated destination when shipped by highway transport; or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide SEI with timely shipping instructions, SEI will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by SEI.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, Delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon Delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, Delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding paragraph, all expenses thereby incurred by SEI, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, and taxes, shall be payable by Purchaser upon receipt of an invoice(s) from SEI. When conditions permit and upon payment to SEI of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage. Purchaser shall be responsible for insuring the Equipment and Purchaser's Material while in storage.

B. Normal Carriage: When SEI is providing the transportation of the Equipment and/or Purchaser's Material, SEI shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by SEI in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse SEI for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

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Purchaser also agrees to pay or to reimburse SEI for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

D. Purchaser Shipments to SEI: Purchaser's Material sent to SEI for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned to SEI pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be shipped to SEI in accordance with SEI's written shipping instructions. To the greatest extent possible, Purchaser will utilize freight forwarders and carriers who are certified through the US Customs Trade Partnership Against Terrorism ("CTPAT"), Authorized Economic Operator ("AEO"), or Business Alliance for Secure Commerce ("BASC") programs. Upon request by Purchaser, SEI may provide a list of CTPAT/AEO/BASC compliant freight forwarders and/or carriers. Purchaser agrees to pay or reimburse SEI for any costs or expenses incurred by SEI as a result of Purchaser's failure to comply with SEI's written shipping instructions.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): SEI warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, SEI will at its option and expense correct such nonconformity by repair or replacement.

B. Software Warranty and Exclusive Remedy: SEI also warrants that the Software will comply with the functional specifications as set for in this Agreement until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period"). SEI does not warrant that the Software will be error free or that Purchaser will experience uninterrupted performance.

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Software fails to conform to its warranty, and such failure is reproducible SEI will at its option and expense correct the nonconformity by correction or deployment of an updated version, or patch in the medium originally supplied, or by providing a procedure to Purchaser for correction of the nonconformity. The obligations to provide software updates hereunder shall not include any obligation on Contractor to provide software upgrades without entitlement to a Change Order. Third party Software shall be warranted on a pass-through basis in the same manner and for the same period and extent provided to SEI by the entity which supplied said third party software.

C. Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy: SEI warrants that the work performed by SEI on Purchaser's Material, including any materials (excluding consumables) supplied by SEI in connection therewith (hereinafter in this subsection C referred to as the "Work"), will be free of defects in, workmanship and materials until one (1) year after the completion of such Work (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, SEI will at its option and expense correct such nonconformity by repair,

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replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, SEI will refund the amount of the compensation paid to SEI by Purchaser for such nonconforming portion of the Work.

D. **Technical Services and Training Services Warranties and Exclusive Remedy:** SEI warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by SEI in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by SEI (the "Technical Services Warranty Period"). SEI warrants that for each item of Training Services that such shall be performed in a professional and workmanlike manner beginning with the start of the item of Training Services and ending ninety (90) days after completion of said item of Training Services by SEI (the "Training Services Warranty Period").

If during the Technical Services Warranty Period or Training Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that any portion of the Technical Services or Training Services fails to conform to the Technical Services Warranty or Training Services Warranty, SEI will promptly reperform such nonconforming portion of the Technical Services or Training Services. If reperformance is impracticable SEI will refund the amount of the compensation paid to SEI for such nonconforming portion of the Technical Services or Training Services.

E. **Title:** SEI warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, SEI, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. **Warranty Conditions:** The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of SEI to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by SEI and not have been subjected to accident, alteration, abuse or misuse;

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by SEI, which may include broadband connection;

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the SEI scope of work under the Agreement, Purchaser providing, without cost to SEI, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit SEI to perform its warranty obligations;

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account;

(5) Purchaser, without cost to SEI, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist SEI in the performance of its warranty obligations;

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(6) Purchaser, with respect to subsection 5 above, reimbursing SEI for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site;

(7) Prior to the return of any Equipment or Purchaser's Material to SEI, the Purchaser must obtain authorization and shipping instructions from SEI. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by SEI. In no event will SEI be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. SEI reserves the right to reject any unauthorized returns and/or Hazardous Material;

(8) SEI will have no warranty responsibility for any Software, or portion thereof, which has been modified or merged with another computer program without the prior written consent of SEI to such modification or merger. Further, Purchaser shall indemnify, hold harmless and defend SEI from any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) resulting from any unauthorized Software modifications; and

(9) SEI shall be entitled to issue updates, upgrades and/ or changes to the Software solutions and applications or to provide functionally equivalent replacements during the term of this Agreement.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should SEI have any liability at all, SEI's liability shall in no case exceed SEI's obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which SEI would have had to perform if such warranty remedy had been carried out immediately prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment (except Software) repaired or replaced by SEI pursuant to this Article 7 shall not exceed the earlier of (i) twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or (ii) six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

I. Additional Conditions Applicable to the Sale of Monitoring Devices: Monitoring devices supplied by SEI pursuant to the Agreement may enable users to better diagnose and control conditions within the monitored equipment. While such monitors may permit earlier detection of harmful conditions, SEI does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in the monitored equipment and Purchaser acknowledges the same.

J. Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing: Diagnostic and non-destructive examination and testing techniques employed by SEI may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by SEI of its warranty obligations. Purchaser acknowledges that SEI will not be responsible for the consequences of undetected defects including undetected cracks.

K. Additional Conditions Applicable to Technical Field Advice: Where SEI furnishes Technical Field Advice under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by SEI, under no circumstances shall SEI provide or be obligated to provide Technical Field Advice directly or indirectly to any competitor of SEI or their employees, representatives, or consultants.

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L. **Additional Conditions Applicable to Remote Services:** Where SEI furnishes Services remotely under the Agreement, SEI relies upon the proper and correct transmission of information from the Purchaser personnel. Prior to executing any advice given by SEI remotely, the Purchaser personnel shall repeat the advice given. The Purchaser represents and warrants that any user using a SEI application for the Services provided under a Purchaser account or using Purchaser's log-in credentials duly acts on behalf of the Purchaser and accepts the terms of use which will be made accessible to such user, e.g. on the landing page of an application. The terms of use published on any landing page of an application shall apply in their then current version with respect to the use of the application. The Purchaser shall be responsible for the acts and omissions of any such user as if they were the Purchaser's own acts and omissions.

M. SEI does not warrant or guarantee that any Equipment or Software will be secure from or protect against all cyber threats, hacking or similar malicious activity. Equipment or Software that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and owner/end-user against unauthorized access and for implementing product updates, and using the latest product versions, performing regular vulnerability scanning, implementing and maintaining appropriate password policy and using appropriate network security measures such as firewalls, network client authentication and/or network segmentation.

N. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SEI AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute SEI's sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to SEI under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on SEI) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse SEI for any such taxes or costs, expenses, claims, liabilities, or losses including without limitation tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which SEI or its Subsuppliers are required to pay or are incurred by SEI and its Subsuppliers. Should Purchaser be exempted from any such tax(es) it shall provide SEI certification thereof within the earlier of thirty (30) days after the effective date of the Agreement or the time the exemption is obtained.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name SEI and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to SEI, maintain

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liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded SEI and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither SEI nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident.", as defined in the Atomic Energy Act. Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to SEI, and will take precedent over any other clauses in the Agreement.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold SEI and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of SEI and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to SEI, perform any required decontamination and health physics necessary for, related to or resulting from SEI performance of its contractual obligations. This includes but is not limited to decontamination of any SEI equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to SEI after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure and Delays

A. SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause, whether known or unknown, which is beyond the reasonable control of SEI or its Subsuppliers or from any act of God; act of civil or military authority; act of war or military conflict whether declared or undeclared; act (including but not limited to delay, failure to act or priority, governmental allocations or restrictions upon the use of transportation, materials or labor, public curfews, shelters in place, shut-ins, or lock-downs) of any governmental authority; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; cyber threats, hacking or similar malicious activity; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; sanctions, embargo, public health event, contagion, epidemic, endemic, pandemic, or outbreak; quarantine; breakdown or unavailability of telecommunication networks; attacks on SEI's or a Subsuppliers' digital infrastructure (such as malware, virus attacks, hacker attacks, or exploitation of vulnerabilities); railroad car, fuel or energy shortage; price fluctuation with respect to equipment, materials, commodities, and metals; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas

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for SEI's personnel or its Subsuppliers' personnel, necessary import or export licenses, or materials, equipment, commodities, and metals as well as transportation means and services from usual sources.

B. Additionally, SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by the acts, omissions, neglect, delay or fault of parties outside of SEI's control including, but not limited to, Purchaser and Purchaser's contractors, subcontractors, representatives or agents.

C. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse SEI for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to SEI, subject to Purchaser's payment of Termination Charges. For purposes hereof, "Termination Charges" means either: (a) the applicable termination fee from the termination fee schedule set forth in the SEI proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between SEI and its Subsuppliers, and any applicable cost allocated in contemplation of performance. The Parties agree that such Termination Charges, including termination fees set forth in the termination fee schedule, are a reasonable determination of the damages that SEI would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the SEI invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by SEI; or (ii) a material breach of the Agreement by SEI, which SEI fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, SEI will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, SEI shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses ("Breach Costs") incurred by SEI as a result of such breach. SEI may terminate the Agreement if (i) the work is delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, (ii) any payment from Purchaser is thirty (30) days or more past due, or (iii) Purchaser materially breaches this Agreement. If SEI terminates the Agreement pursuant to this Article 11.C, Purchaser shall pay SEI the Termination Charges (as defined in Article 11.A) plus any Breach Costs within thirty (30) days from the date of the SEI invoice.

D. In addition, if at any time during the performance of its work under the Agreement SEI reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then SEI shall be entitled to one or more of the following at SEI's option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to SEI; (iv) other payment security or credit support mutually agreed by Purchaser and SEI.

12. Intellectual Property Infringement

A. SEI will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as SEI is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SEI will pay the damages and costs awarded in

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any suit or proceeding so defended. SEI will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, SEI will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. SEI will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused SEI to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after Delivery by SEI, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SEI, Purchaser shall protect SEI in the same manner and to the same extent that SEI has agreed to protect Purchaser under the provisions of Article 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. SEI may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of SEI's intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by SEI or use any such information for other than the purpose for which it is supplied without the prior written permission of SEI. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. SEI also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of SEI.

C. SEI also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by SEI in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to SEI for destruction by SEI. SEI may (in addition to any other legal or equitable rights and remedies) stop the work until SEI has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which SEI determines necessary and (b) Purchaser will reimburse SEI for SEI's and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to Articles 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of SEI's confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on SEI's

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confidential information or intellectual property without SEI's prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of SEI for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from SEI assign the same to SEI.

E. Purchaser shall indemnify and hold SEI harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide SEI with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of SEI and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by SEI in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, SEI shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SEI NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT (EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 14(C) BELOW); LOSS OF INTEREST OR PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF, ALTERATION OR INABILITY TO ACCESS OR USE INFORMATION OR DATA; LOSS OF PRODUCTION (INCLUDING LOSS OF HYDROCARBONS); LOSS OF POWER; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OR DAMAGES OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SEI OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SEI UNDER THE APPLICABLE PURCHASE ORDER.

C. SEI'S LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY TO THE EXTENT DIRECTLY RESULTING FROM SEI, ITS AFFILIATES AND ITS SUBSUPPLIERS NEGLIGENT ACTS OR OMISSIONS AT THE SITE OR WARRANTED DEFECT SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF (i) THE PURCHASER'S INSURANCE DEDUCTIBLE, (ii) THE DIRECT COST OF REPAIRING OR REPLACING SAID PROPERTY, (iii) THE LIMITATIONS IDENTIFIED IN ARTICLES 14 (A)&(B), OR (iv) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). PURCHASER WILL WAIVE AND REQUIRE ITS PROPERTY INSURER TO WAIVE ALL RIGHTS OF RECOVERY AGAINST SEI AND ITS SUBSUPPLIERS OF ANY TIER FOR LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF PURCHASER IN EXCESS OF THE FINANCIAL OBLIGATION ASSUMED BY SEI HEREUNDER. IN ADDITION, SEI SHALL HAVE NO LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY AS THE RESULT OF ANY TECHNICAL FIELD ADVICE OR TRAINING SERVICES.

D. ALL LIABILITY OF SEI AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

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E. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by SEI's or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for SEI written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by SEI or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of SEI and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

C. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by SEI or works and services (including all kinds of technical support) performed by SEI to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

D. If required to conduct export control or sanctions checks, Purchaser, upon request by SEI, shall promptly provide SEI with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by SEI, as well as any export control restrictions existing.

E. PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS SEI FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY PURCHASER, AND PURCHASER SHALL COMPENSATE SEI FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE WAS NOT CAUSED BY FAULT OF THE PURCHASER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

F. SEI shall not be obligated to fulfill this agreement if such fulfillment is prevented by what it determines to be any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

G. Purchaser shall be liable for, and shall indemnify and hold harmless SEI and its Subsuppliers from and against, any damages, losses, or liabilities resulting from a transfer contrary to the provisions of Article 15 or in breach thereof to the extent such damages, losses, or liabilities are in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

H. SEI hereby prohibits, and Purchaser agrees not to, re-export or forward, directly or indirectly, to Russia or Belarus (or for use in Russia or Belarus) any Equipment, technology or documentation sold, supplied, transferred or exported by SEI to Purchaser under this Agreement. SEI shall be entitled to terminate this Agreement by written notice in the event of a breach by Purchaser of the obligation contained in this Article 15.H. Upon termination, Purchaser shall pay to SEI all costs and damages incurred by SEI resulting from such termination. Alternatively, and at SEI's sole option, Purchaser shall pay SEI liquidated damages in the amount of 20% of the Agreement price which SEI and Purchaser agree is a reasonable estimate of the damages SEI would incur as a result of the breach and does not constitute a penalty. Additionally, Purchaser shall indemnify and hold harmless SEI in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against SEI arising out of or relating to a

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breach by Purchaser of the obligation contained in this Article 15.H, and Purchaser shall compensate SEI for all losses and expenses incurred resulting thereof.

16. Software License

To the extent set forth in the Agreement, SEI grants to Purchaser a nonexclusive, nontransferable license to utilize the SEI Software furnished hereunder solely for Purchaser's internal use in connection with the SEI equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the SEI Software, including, without limitation, the copyright to such Software and any improvement or development thereof, shall remain exclusively with SEI. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence, underlying ideas, or algorithms of any Software licensed hereunder. Third party Software provided by SEI may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

Insofar as the Software contains Open Source Software ("OSS"), SEI will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over this Agreement. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README_OSS).

The Purchaser shall notify SEI promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the provided Software or associated application.

17. Compliance with Laws

In the performance of work under the Agreement, SEI and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246 and 13496, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by SEI with applicable laws, regulations and technical codes and standards as they are in effect on the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser shall be responsible for identifying to SEI all applicable laws, regulations, codes and standards of state, provincial or local authorities, or any subdivision thereof, and shall bear the expense if Equipment modifications or changes to Services are necessary to comply with such laws, regulations, codes or standards. Any such modifications shall be made under the terms of Article 18, Changes. The work will comply with SEI's standards which meet the intent of the applicable industry codes as of the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser agrees that it and its employees or representatives will not, directly or indirectly, in the name of, on behalf of, or for the benefit of SEI, offer, pay, promise to pay, or authorize the payment of any money or offer, give, promise to give or authorize the giving of anything of value, to (i) any official, agent or employee or any government or governmental agency, or to any political party or official, employee or agent thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person in their or their official capacity, or for the purpose of inducing such persons to use their official capacity to influence any act or decision of their government or any instrumentality thereof; or (ii) to any private person, in order to obtain or retain business, or provide a business advantage related to this Agreement or in any way violate any provision of the US Foreign Corrupt Practices Act, or any applicable law related to bribery or corruption. If Purchaser fails to honor its obligations in this paragraph, and in addition to Purchaser defending, indemnifying, and holding SEI harmless from and against any fines, penalties and/or damages resulting from the same, SEI may, at its discretion, terminate in accordance with Article 11(c) above.

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by SEI, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

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b. Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Equipment or Services are impacted.

c. SEI may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which SEI is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the SEI plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. SEI, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit SEI to include said witness tests in the schedule. SEI, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. SEI will exercise reasonable efforts to secure similar rights with respect to the inspection of the work at Subsupplier's premises.

20. Purchaser Data Usage

Purchaser acknowledges that in order to perform certain Services, SEI may require access to Purchaser's non-personal data. Purchaser hereby grants SEI a limited worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to access, collect, store, compile and use the Purchaser's data for the purposes of providing Services to Purchaser and for purposes of generally improving SEI services or products. SEI's use of the Purchaser data to improve SEI's services or products shall be in such manner as to provide anonymity as to the Purchaser.

SEI shall own all right, title and interest in and to the Resultant Data. In the event that Resultant Data is incorporated in a report or other document generated by and output from software or hardware provided by SEI as a feature of such software or hardware, the Purchaser shall own only personal title to any such report or document upon output thereof and have the right to make copies of, modify and distribute such report or document for the sole purpose for which the report has been created, and shall not share it with any third-parties without SEI's consent.

21. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to SEI for Services at SEI's or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

22. Purchaser's Third-Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to SEI hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. SEI's warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SEI DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES

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ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

23. Indemnity

Until the expiration of the applicable Warranty Period, SEI shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of SEI, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work at Purchaser's Site under the Agreement ("Purchaser Indemnity Claim"). SEI's indemnification obligations under this Article 23 are conditioned upon Purchaser providing SEI with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim. In no event shall this indemnity apply to loss, damage, expense, or liability arising from a Nuclear Incident.

Purchaser shall indemnify, hold harmless and defend SEI its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("SEI Indemnity Claim"). Purchaser's indemnification obligations under this Article 23 are conditioned upon SEI providing Purchaser with: (i) prompt notice of any SEI Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the SEI Indemnity Claim.

For the avoidance of doubt, any property of the Purchaser, any owner, end-user or the final recipient of any Equipment, Services or Software provided under this Agreement is not considered third party property as per any of the indemnity obligations in the foregoing.

24. SEI's Insurance

In connection with the Agreement, SEI shall maintain insurance (or self-insurance) as specified below:

A. **Workers' Compensation:** SEI shall comply with workers' compensation laws (or equivalent) in each jurisdiction where work is performed and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$ 1,000,000 each accident
\$ 1,000,000 disease each employee
\$ 1,000,000 policy aggregate for disease

B. **Commercial General Liability:** SEI shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for bodily injury; personal injury; property damage; explosion, collapse and underground hazards (XCU); contractual liability (applicable to SEI's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$ 1,000,000 each occurrence and in the aggregate.

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C. **Business Automobile Liability:** SEI shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$ 1,000,000 Combined Single Limit.

D. **Excess Liability:** SEI shall maintain excess liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of SEI or its Subsuppliers. The coverage afforded to Purchaser as an additional insured shall apply on a primary basis.

25. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. **Property Insurance:** Purchaser shall purchase and maintain property insurance (including builder's risk, if applicable) on an all-risks basis covering physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material after Delivery thereof), which coverage shall be maintained until the expiration of the last of the applicable Warranty Periods. Such insurance will include SEI and its Subsuppliers as an additional insured, with a waiver of subrogation.

B. **Workers' Compensation:** Purchaser shall comply with applicable workers' compensation laws (or equivalent) and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If the Site is on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where the Site is located. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$ 1,000,000 each accident
\$ 1,000,000 disease each employee
\$ 1,000,000 policy aggregate for disease

C. **Commercial General Liability:** Purchaser shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for: bodily injury; personal injury; property damage; explosion, collapse, and underground (XCU) hazards; contractual liability (applicable to Purchaser's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$ 1,000,000 each occurrence and in the aggregate.

D. **Business Automobile Liability:** Purchaser shall maintain Business Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$ 1,000,000 Combined Single Limit.

E. **Excess Liability:** Purchaser shall maintain Excess Liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

F. The coverages set forth in subsections C, D, and E above shall include SEI as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors. The coverage afforded to SEI as an additional insured shall apply on a primary basis.

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26. Miscellaneous Provisions

- A. **Shipment Dates:** Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, SEI repair facility or other facility where the Services are performed and are predicated on the prompt receipt by SEI from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request SEI to ship any Equipment or Purchaser's Material prior to a date established based on SEI standard lead time for such Equipment or Purchaser's Material, and provided SEI accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.
- B. **Waivers:** The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.
- C. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.
- D. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.
- E. **Assignment & Subcontracting:** The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, SEI may assign or novate the Agreement, in whole or in part, to any of its affiliates or subsidiaries without Purchaser's consent and further may subcontract the same as SEI may deem reasonably necessary for the fulfillment of the Agreement.
- F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of Florida without application of its choice of law or conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to any Agreement.
- G. **Personnel:** SEI reserves the right to change any of its personnel performing Services under the Agreement. In such event, SEI will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.
- H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment, Software and/or Services unless specifically set forth in the SEI proposal. In the event any performance guarantees are provided in the SEI proposal, Purchaser's sole and exclusive remedy and SEI's sole and exclusive liability for any failure of the Equipment, Software and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such SEI proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.
- I. **Environmental Compliance:** Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish SEI with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by SEI. Purchaser shall handle, store, and dispose of Hazardous Material in accordance with all applicable federal, state, and local laws, rules,

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regulations and ordinances. Purchaser shall reimburse SEI for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

SEI shall have no responsibility or liability with regard to any Hazardous Material, including any hazardous waste, which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall be liable for, and shall indemnify and hold SEI harmless for, all pollution and environmental impairment to the extent arising from the Purchaser's property or with respect to Purchaser's negligent acts or omissions relating to the Equipment or the Services. If this indemnity provision is deemed contrary to the applicable law, then the Purchaser's obligation shall be enforceable to the maximum extent allowed by such applicable law, and this provision shall be deemed amended to the extent necessary for such maximum enforceability.

TO THE EXTENT THAT PURCHASER ASSUMES AN OBLIGATION TO INDEMNIFY SEI UNDER THIS SECTION 26.I., PURCHASER DOES SO EVEN IN THE CASE OF NEGLIGENCE OR OTHER FAULT OF SEI. PURCHASER AND SEI INTEND THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND CONSTITUTES CONSPICUOUS NOTICE.

J. Asbestos and Thermal Insulation:

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by SEI or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to SEI's commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SEI IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies SEI shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Article 26.J(1) above and this Article 26.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall SEI be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by SEI and only after SEI has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) SEI makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless SEI is provided satisfactory written evidence that such GPW is not ACM, SEI shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(a) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(b) such activities do not require a permit, license, or authorization;

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(c) such activities are not likely to generate airborne asbestos fibers, and

(d) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and SEI shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 26.J.

k. Integration: The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

L. Arbitration: In the event that an amicable settlement of any dispute cannot be reached by the Parties, upon written notice from either Party to the other, the dispute shall be settled by binding arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall be conducted in the English language and shall take place in Orlando, Florida.

m. Survival: The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second paragraph of "Delivery, Title and Risk of Loss or Damage," Article 26.J.(5). of the provision entitled "Asbestos and Thermal Insulation", and "Dispute Resolution" shall survive termination, expiration or cancellation of the Agreement.

n. Site Safety: Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which SEI will perform the work. SEI shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. Should SEI require use of Purchaser's equipment, including lifting devices, in performance of the Services, Purchaser shall ensure that such equipment complies with all applicable laws, including all OSHA regulations and certifications, and is capable of performance of the Services. If requested by SEI, Purchaser shall provide SEI with documentation confirming Purchaser's equipment's compliance with applicable law. In the event Purchaser's site safety is non-compliant, SEI may suspend work until such time as Purchaser corrects the noncompliance. To the extent SEI incurs additional time and expense as the result of Purchaser's non-compliance, SEI shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement. Purchaser shall defend, indemnify and hold harmless SEI from and against all damages, losses, costs and expenses (including attorneys' fees and litigation expenses) arising out of or resulting from injury or death, or damage to property due to Purchaser's non-compliance with this Article or due to the condition of, defects, deficiencies, or non-conformities in Purchaser's equipment.

o. Severability: In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable

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provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

P. **Publicity:** Neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Equipment and Services performed.

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