



Agreement for the Exemption of Insurance Requirement - Corporations

APPEARING

AS ONE PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "the Authority", a public corporation and governmental entity of the Commonwealth of Puerto Rico, created by Act No. 83 of May 2, 1941, as amended, represented herein by its agent, LUMA ENERGY SERVCO, LLC, hereinafter referred to as "LUMA". LUMA serves as agent of the Authority in this Agreement for the Exemption of Insurance Requirement under the Puerto Rico Electric Power Transmission and Distribution System Operation and Maintenance Agreement (hereinafter "OMA") between the Authority, LUMA, LUMA Energy, LLC and the Authority for Public-Private Partnerships, dated June 22, 2020, through which LUMA was contracted to provide certain operation and maintenance services for said system that remains the property of the Authority. While the OMA is in effect, all provisions of this Agreement relating to the Authority taking any action, receiving any notice or disclosure or making any determination or referring to the Authority as a beneficiary of the terms and conditions of this Agreement, shall be deemed to refer to LUMA acting on behalf of or as an agent of the Authority, unless otherwise set forth in this Agreement. In addition, all provisions in this Agreement that refer to acts of LUMA refer to LUMA acting on behalf of or as an agent of the Authority.

AS THE OTHER PARTY: FULLName, hereinafter referred to as "the Client", a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented in this act by **clientRepName**, of legal age, **civilStatus**, **title** and resident of **address**, Puerto Rico, who expresses to be duly authorized to act on behalf of the corporation through Corporate Resolution number **corpResolutionNumber** of **corpResolutionDate**.

The Authority and the Client are sometimes referred to individually as "the Party" and collectively as "the Parties".

TERMS AND CONDITIONS

1. The parties signed an Agreement to Interconnect Generators with the Electric Power Authority's Electric Distribution System and Participate in Net Metering Programs (Agreement) or an Agreement to Interconnect Generators with the Electric Power Authority's Electric Transmission or Sub-transmission System and Participate in Net Metering Programs (Agreement), as applicable, **todayDate todayDate todayDate**.
2. The distributed generation system (GD) will be permanently located in the location indicated in the corresponding Agreement with the account number of the Authority indicated therein.
3. In paragraph seven (General Public Liability Insurance) of the signed Agreement, it is stipulated that the Client who receives authorization from the Authority to interconnect a GD, based on an inverter with a capacity of less than 300 kW, with the Authority's electrical system, and participates in one of the Net Metering Programs is exempt from a General

Public Liability policy. However, the Authority reserves the right to require other conditions to ensure that both the Client and the Authority are adequately protected.

4. To receive this waiver of the general public liability insurance requirement, Customer agrees:
 - 4.1. That it will participate in one of the Net Metering Programs during the term of the Agreement.
 - 4.2. Release and indemnify the Authority, LUMA and LUMA Energy, LLC from and against all expenses and costs of any nature (including attorneys' fees) incurred by the Authority and arising out of or in connection with third party claims for personal injury, including death, or for damage to property or equipment, but whose damages were caused by the actions or omissions of the Client in the performance or breach of its obligations under the Agreement. This provision and the following in paragraph 4.3 shall survive termination or expiration of the Agreement.
 - 4.3. Release and forever hold harmless the Authority, LUMA and LUMA Energy, LLC from any and all actions, causes of action, claims and demands for, on or by virtue of any damage, loss or injury personal or against the property of the Client that has hitherto been or hereafter may be sustained by the Client as a result of this exemption from the insurance requirement.
5. Although the Authority agrees to waive the requirement of the general public liability insurance policy to the Client that complies with the preceding paragraphs, it recommends that the Client consult with a broker or insurance company to evaluate the risk of the operation of the GD and determine which insurance policy will adequately protect him against this risk.
6. The Authority reserves the right to require the insurance and endorsements it deems necessary to guarantee adequate protection, both for the Client and for the Authority's electrical system.
7. The signing of this Agreement for the Exemption of Insurance Requirement does not alter the other provisions of the Agreement for this project.
8. Any notification to be given by the Parties pursuant to this Agreement for Exemption from Insurance Requirement shall be sent in writing and shall be deemed to have been effective, in due form, at the time of your personal delivery or by mail to the following addresses:

To the Authority: Puerto Rico Electric Power Authority/or LUMA Energy
ServCo, LLC
1250 Avenida de la Constitución, Piso 8
San Juan, PR 00907

Attention: LUMA Energy
Business Transformation Department

To the Client: _____ fullName

(Customer Name)

postalAddress

(Postal address)

Attention:

fullName

(Representative in charge of receiving
notifications)

9. By electronically signing this Agreement for Waiver of Insurance Requirement, you (the Client) certify that you have read and understood this Agreement; (ii) you certify that you voluntarily accept all of the terms and conditions of this Agreement; (iii) certify that the information contained in this Agreement is correct; (iv) you agree that your consent to this is granted by means of your electronic signature to this Agreement; (v) confirm that you understand that your electronic signature has the same legal effect as that conferred on documents signed in your own handwriting; and (vi) you agree that your consent to use this electronic means to sign this agreement also applies to other documents that may be generated by both parties in connection with this Agreement. If you wish to update your electronic contact information, receive a paper copy of your electronic contact information or related documents, or withdraw your consent to receive electronic notifications, you must notify nem@lumapr.com in writing.

Therefore, the participants in this act agree with all the above and finding it according to their wishes, accept it in all its parts without any hesitation and proceed to sign it today **commercialDate**.

Acknowledged and accepted by:

fullName

(Customer Name)

last4SSN

(Last four digits Social Security)

clientDate

(Date)

Approved by LUMA Energy, Business Transformation Department

(Date)