



**Agreement to Interconnect Generators with Capacity of 25 kW or Less with  
the Electric Distribution System of the Electric Power Authority and  
Participate in Net Metering Programs**

**INDIVIDUALS**

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 Law No. 83 of May 2, 1941, as amended, represented hereby by its agent, LUMA ENERGY SERVCO, LLC, hereinafter referred to as "LUMA". LUMA acts as an agent of the Authority in this Agreement to Interconnect Generators with Capacity of 25 kW or Less with the Electric Distribution System of the Electric Power Authority and Participate in the Net Metering Programs (hereinafter "Agreement") under the Agreement for the Operation and Maintenance of the Puerto Rico Electric Power Transmission and Distribution System (hereinafter "OMA", between the Authority, LUMA, LUMA Energy, LLC and the Public-Private Partnership Authority dated June 22, 2020, whereby LUMA was contracted to provide certain operation and maintenance services for such system which continues to be owned by the Authority. While the OMA is in effect, all provisions in 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.

**OF THE OTHER PARTY: CUSTOMERName**, hereinafter referred to as "the Customer", of legal age, **civilStatus**, **profession** and a resident of **address**.

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

**TERMS AND CONDITIONS**

**1.SCOPE OF THE AGREEMENT**

The interconnection of the Customer's own generation with the Authority's electricity distribution system (this system and/or the electricity transmission system, hereinafter "the Authority System") and its voluntary participation in one of the Net Metering Programs, for systems with a capacity of up to about twenty-five kilowatts (25 kW) that use renewable sources of energy, shall be in accordance

with the provisions of this Agreement and its annexes, which are an essential part of the following terms and conditions:

- 1.1 The Customer intends to build, own, maintain and operate a distributed generation (GD) system, which will operate in parallel with the Authority System.
- 1.2 The Customer will participate in:
  - Basic Net Metering Program**
  - Aggregate Net Measurement Program**
  - Shared Net Metering Program**
  - None**
- 1.3 The Authority reviewed the information provided, certifications and supporting documents received as part of the GD registry to interface with the Authority's System and participate in one of the Net Metering Programs, if applicable, and these were validated on the date of filing. The completed registration document is included as Schedule 1 and is incorporated into this Agreement.
- 1.4 If the Customer does not own the property where the GD will be installed, he must include an Affidavit from the Property Owner(s), sworn before a notary public, in which they authorize such installation on his property.
- 1.5 Customer intends to keep its GD interconnected in parallel with the Authority's System, and the Authority will permit it subject to the terms and conditions set forth in the following documents, as effective from the date of this Agreement: (1) Regulations for Interconnecting Generators with the Electric Power Authority's Electric Distribution System and Participating in Net Metering Programs, as amended or replaced by the Authority or the Puerto Rico Energy Bureau (Regulations); (2) Registration documents validated by the Authority; (3) Regulation of General Terms and Conditions for the Supply of Electric Power as amended or modified; (4) technical requirements for interconnection of distributed generators that have been issued by LUMA and approved by the Energy Bureau; (5) Law 114-2007, also known as Law to Establish a Net Metering Program in the Electric Power Authority, as amended, including amendments thereto in Law 17-2019, known as the Puerto Rico Energy Public Policy Act (collectively, "Law 114-2007"); and (5) this Agreement.
- 1.6 The GD of the project number **numberAEE** will be permanently located in **location<sub>1</sub>** with the Authority account number **Authority accountnumber**, and subject to the corresponding rate for the Customer under said account. The capacity of the GD is **capacityDC** kW DC and **capacityAC** kW AC, as presented in the certified diagram of the electrical installations. Such diagram, submitted in the registration corresponding to this project, shall be deemed to form part of and be incorporated into this Agreement.
- 1.7 The electric service provided under this Agreement shall be that corresponding to the Customer's account with the Authority.

1.8 This Agreement does not constitute an agreement for the purchase or distribution of Customer's energy. The purchase or distribution of energy and other services that the Customer requires will be established under other contracts or agreements, as applicable.

1.9 The provisions of this Agreement shall not affect other agreements that exist between the Authority and the Customer.

## 2. EFFECTIVE DATE, EFFECTIVE DATE AND TERMINATION

2.1 This Agreement is effective on the date it is signed by both Parties and shall be in effect.\*

as long as the Customer maintains in force with the Authority a Contract for the Supply of Electric Energy in the property where the GD is located.

for a contract period of **contract lifespan** years from the effective date.

2.2 The measurement and accreditation of the energy consumed and exported by the Customer in the applicable Net Metering Program will be effective at the beginning of the billing period after the installation or configuration of the meter.

2.3 This Agreement shall terminate: (a) by mutual agreement of the Parties, (b) if replaced by another agreement, (c) if Customer's electric service is terminated or transferred, (d) if Customer fails to comply with any technical or regulatory requirements, as applicable, or (e) this Agreement is terminated due to breach by either Party of any of the Terms and Conditions of this Agreement, as established in paragraph 2.4 or Article 13 thereof.

2.4 The Authority may, at any time, terminate, cancel or accelerate the expiration of this Agreement, upon prior notice, in the event that the Customer fails to comply with any of its obligations under this Agreement. The exercise of the right to cancel or terminate this Agreement, shall not be understood to constitute a waiver by the Authority of any additional remedies provided by this Agreement or by law, in case of delay or default in the contractual obligations of the Customer.

2.5 Customer may maintain the validity of this Agreement or renew it for additional periods, if applicable, for which it is responsible for providing the Authority with evidence that it performed the tests recommended by the manufacturer or by the best practices of the electrical industry. The Authority reserves the right to inspect the GD at any time.

2.6 Upon termination of this Agreement, the Customer shall permanently disconnect the GD from the Authority System to prevent any possibility of its parallel operation in the future. The Authority reserves the right to inspect the Customer's facility to verify that the GD is permanently disconnected. After such disconnection, if the Customer is interested in reconnecting the GD, he/she must complete the registration process with the Authority again.

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\* The Customer has the option to choose if it wants an Agreement that remains in force as long as it keeps the electricity service contract active on the property where the GD is located or if it prefers a fixed term established in years, which must be a minimum of five (5) years.

2.7 In the event that Customer wishes to permanently disconnect the GD from the Authority System and terminate this Agreement, Customer must notify LUMA Customer Experience Department in writing of their intention to do so at least twenty (20) days in advance.

### **3. INTERCONNECTION**

3.1 The interconnection of the GD is conditioned on the Customer complying with the requirements of Regulation and Law 114-2007, as amended, and the documents indicated in Section 1.5, as applicable.

3.2 The Customer shall be responsible for the costs of the improvements necessary for the interconnection of the GD with the Authority's System, including, but not limited to: interconnection equipment, transformers, manual switch and protection and control, metering and safety systems, as applicable.

3.3 During the term of this Agreement, Customer shall be responsible for maintaining the GD in optimal and safe operating condition, as well as diligently replacing any system components that need to be replaced to ensure that the operation and interconnection of the system does not pose any danger to the life or property of Customer or any third party and does not affect the safety and reliability of the electrical grid.

3.4 The authorizations granted by the Authority pursuant to this Agreement do not constitute a warranty to Customer or any third party regarding the safety, durability, reliability, performance or suitability of Customer's generation facilities, their protection and control devices, or the design, construction, installation, or operation thereof.

3.5 The Authority may install equipment to conduct studies at the Customer's premises from the point of delivery of the energy.

3.6 The interconnection of the GD is subject to the condition that it does not cause voltage or frequency fluctuations outside the acceptable parameters of the Authority, voltage flickers, voltage sags, interruptions, ferroresonance, harmonic distortion, transient phenomena, electrical signal quality problems or any unsafe condition, which may affect customers in the area, other GDs or the Authority System. If at any time the GD is detected to cause any of these conditions, the Authority may require the Customer to modify its design, install the necessary protection and control equipment, limit the operation of the GD or disconnect it from the Authority's System until the situation is corrected. Otherwise, the Authority will disconnect the GD until the GD is corrected. In those facilities that do not have a manual switch or that do not provide access to the personnel of the Authority to operate it, the disconnection will be made from the point of delivery of the electric power service, which would interrupt the electrical service provided by the Authority to the Customer.

3.7 The Authority may disconnect the GD from the Authority's System or limit its operation at any time, under the following conditions:

- A. No notification:
  - 1) In emergency events or to correct unsafe operating conditions.
  - 2) If it is determined that the GD does not comply with the technical requirements detailed in the Regulations, Law 114-2007, the requirements identified in Section 1.5 of this Agreement, or other applicable laws and regulations.
- B. By notification sent in digital file in PDF format, at least thirty (30) days in advance:
  - 1) To perform routine maintenance, repair or modification work to the Authority System.
  - 2) Upon expiration or termination of this Agreement.
- C. By means of notification sent in digital file with PDF format, at least sixty (60) days in advance, if the Customer is determined to fail to comply with any of the provisions of the Regulation that are not technical requirements. If Customer is unable to correct the breach within sixty (60) calendar days, but commences correction within twenty (20) days of notice and presents evidence that it has worked continuously and diligently to complete it, it shall have a maximum of six (6) months to do so.

Disconnection from the GD does not imply that the Authority will immediately terminate the Agreement. If the condition is not corrected within the time indicated, the Authority may terminate the Agreement as set forth in Article 13 of this Agreement. In those facilities that do not have a manual switch or that do not provide access to the personnel of the Authority to operate it, the disconnection will be made from the point of delivery of the electric power service, which would interrupt the electric service provided by the Authority to the Customer

#### **4. PARTICIPATION IN NET METERING PROGRAMMES**

- 4.1 To participate in one of the Net Metering Programs, the Customer must comply at all times with the Regulations.
- 4.2 The interconnection of the GD in parallel with the Authority System does not give the Customer the right to use its system for the distribution or sale of energy to other customers of the Authority, with the exception of participants in the Net Shared Metering Program, in which energy can be distributed among several customers.
- 4.3 Aggregate Net Metering Program - All service agreements must be included in one account. All properties must have electricity service at the same voltage level. Customer's properties to which the energy is to be credited must be in the same location where the GD is installed or in other locations that are interconnected to the same power line at a distance of no more than two (2) miles from the GD.
- 4.4 Shared Net Metering Program - The properties of the Customers to which the energy is to be credited must be in the same locality where the GD is installed. All properties must have electricity service at the same voltage level and the same delivery point of the Authority to which the GD is interconnected. Each participating

Customer who is not the owner of the GD must sign an Agreement for Participation in the Net Shared Metering Program.

## **5. ENERGY METERING AND BILLING**

- 5.1 The billing for the energy consumed by the Customer and the credit for the energy it exports will be based on the net consumption and net export of energy by the Customer. The energy consumed and exported by the Customer will be measured and credited in the manner described below, except in those cases in which any law or federal regulation expressly and specifically directs otherwise.
- 5.2 Energy compensation will be effective at the beginning of the billing period following meter installation or configuration.
- 5.3 For Customers with existing electrical installations, the meter must be in an accessible place and, if it is not, the Customer will be obliged, with prior coordination, to allow the necessary access to Authority personnel, as required by the Authority. For cases where the meter is not physically accessible, the meter reading can be done remotely. Tests and readings to that meter shall be in accordance with the practices of the Authority.
- 5.4 In each billing period, the Authority shall measure the energy consumed by the Customer and the energy exported to the Authority's System.
- 5.5 If, during the billing period, the Authority supplies the Customer with more energy than the Customer exports, the Customer will be charged for its net consumption (the result of subtracting from the energy consumed by the Customer the energy exported by the Customer to the Authority System and any energy export credits, if any).
- 5.6 If during the billing period, the Customer exports more energy than is supplied by the Authority, the Customer will be charged the minimum bill corresponding to the tariff to which it is entitled. The minimum bill is the amount that the Authority charges the Customer who does not consume electricity during a billing period. The Authority shall credit the Customer for excess energy during the billing period up to a daily maximum of three hundred kilowatt-hours (300kWh) for residential customers and ten megawatt-hours (10MWh) for commercial customers. The energy export credit will be applied to the bill for the next billing period. The excess is the resulting amount when the energy exported by the Customer to the Authority's System and any previously accumulated energy export credit, if any, is subtracted from the energy consumed by Customer.
- 5.7 Any energy export credits accrued by Customer during the previous year that have not been used by the close of the billing period in June of each year will be offset as follows:
  - A. The Authority shall use the greater of the following amounts: ten (10) cents per kilowatt-hour (kWh) or the amount resulting from subtracting from the total price it charges its customers, converted into cents per kilowatt-hour (kWh), the adjustment fee, for the purchase of energy and fuel.

- B. The Authority will credit the Customer 75% of the surplus and 25% will be credited to the electricity bill of the Department of Education.
- 5.8 For customers who participate in the Net Aggregate Measurement Program, in addition to the provisions in the previous paragraphs, the following applies:
- A. Properties in the same locality - The maximum amount of energy to be credited to all service agreements aggregated within the locality where the GD is situated is equal to 100% of the consumption of the properties in it. This energy will first be credited to the service agreement associated with the GD and the excess will be credited equally to the rest of the service agreements that are in the same account.
  - B. Properties in different locations - The maximum amount of energy to be credited to all aggregate service agreements is equal to 120% of the consumption of the properties where the GD is located. 100% of the consumption of the properties where the GD is located will be credited and the remaining 20% of the energy production will be credited equitably to the service agreements in the other localities that are in the same account.
- 5.9 For customers participating in the Net Shared Metering Program, in addition to the provisions of paragraphs 5.1 to 5.7 of this Article, 100% of the energy produced by the GD will be credited equally among all participants in this program.

## **6. OBLIGATIONS AND DUTIES OF THE CUSTOMER**

- 6.1 GD Customers with a capacity of 25 kW or less may interconnect their system in parallel with the Authority's System, after completing the registration thereof, by filing the required documents through the Authority's electronic portal, signing this Agreement and complying with any other requirements necessary for the interconnection of the project, such as the Use Permit or Single Permit for those projects that require it. The Authority reserves the right to have an authorized representative inspect the GD facility at any time.
- 6.2 The Customer shall be responsible for the design, installation, operation, maintenance and costs of:
- A. The GD, which shall be installed in accordance with the Regulations, National Electrical Code (NEC), *National Electrical Safety Code* (NESC), Regulations for the Certification of Electrical Construction Project Drawings, the requirements indicated in subsection 1.5 of this Agreement, and other laws, public policy, regulations, manuals, rules, standards, technical communications and standards of the electric industry in force adopted by the Authority and the applicable regulatory agencies.
  - B. The protection and control system to protect your facility and the Authority System from unsafe operating conditions, such as: electrical overload, voltage variations and fault currents. If an electrical disturbance occurs, protective equipment will disconnect the GD from the Authority System.

- C. Electrical safety systems and equipment required in accordance with applicable regulations, codes and industry standards.
  - D. The manual switch, if installed, that is appropriate for the voltage levels and capable of interrupting the current to which it will be exposed. This switch will allow securing the open position with a padlock of the Authority.
  - E. The interconnection equipment required to connect the GD and the equipment necessary to mitigate any power quality problems caused by the GD to the Authority System or other customers.
- 6.3 Customer shall ensure that the GD does not cause damage to the electrical service or electrical signal quality of the Authority or other customers and that the GD does not interfere with the operation of other GDs or any other equipment.
- 6.4 Customer shall protect, operate and maintain the GD in accordance with those amended and up-to-date practices and methods commonly used in engineering and electric companies to ensure the safe operation of the GD.
- 6.5 Acceptance Tests:
- A. Before operating the GD in parallel with the Authority System, the Customer shall test the generator, protection and control system, interconnect switch, manual switch and equipment necessary to meet technical requirements, as applicable. The Authority reserves the right to witness the tests. The failure of the Authority to attend the tests carried out shall not be grounds for requesting additional evidence.
- 6.6 The Customer or its authorized representative is responsible for delivering to the Authority, together with the Certification of Electrical Installation of Distributed Energy Resources (RED) of the completed work, the report of the tests performed, certified by a licensed and collegiate electrical engineer, authorized to practice the engineering profession in Puerto Rico, through the document Certification of Tests for Distributed Energy Resources (RED) to Interconnect with the System of PREPA Electrical Distribution, which is included. Testing and Maintenance to GD in Service:
- A. Maintenance: During the term of the Agreement, Customer is responsible for operating, maintaining, and repairing all equipment that makes up the GD, in accordance with the manufacturer's instructions, to ensure that it meets applicable electrical industry standards. In addition, Customer must test all components related to the interconnection according to the codes, applicable standards and the manufacturer's recommendations. The Authority reserves the right to require evidence of maintenance and test reports from the GD.
  - B. The Authority reserves the right to make physical inspections of the GDs interconnected with its electricity network, after coordination with the Customer, in order to verify that they have not been modified without their authorization.



- C. The inspections and approvals carried out by the Authority do not constitute a guarantee or relieve the Customer of responsibility for the condition of the operation or installation of the equipment.
- 6.7 The Customer shall provide access to the GD facilities so that the employees of the Authority may perform their duties, including but not limited to: (a) periodically inspect the measurement and protection and control systems; (b) read or test instrumentation equipment installed by the Authority; (c) maintain or repair equipment of the Authority; (d) disconnect the GD when the Authority understands that an emergency exists; needs to perform work; or detects that it causes voltage or frequency fluctuations, flickers or power quality problems; (e) any work related to the meter thereof not being accessible and (f) disconnecting the GD under the causes of default set forth in subsection 13.1 of this Agreement. Once the Authority disconnects the GD, the Customer will not be able to operate it until the condition that caused the disconnection is corrected and the Authority approves it. Access to the Authority's personnel will be previously coordinated with the Customer, except when there is an emergency situation.
- 6.8 The Customer must provide a means of disconnection on the AC voltage side of the inverter, as established in the *National Electrical Code* (NEC). In the case of GDs with a capacity greater than 300 kW, the Customer will also be required to install an external manual switch that is visible and accessible to the Authority's personnel twenty-four hours a day, without the need for the presence of the Customer or equipment operator. If it is not accessible to the staff of the Authority, the Customer shall be obliged to allow and facilitate access to the switch, with prior coordination with the staff of the Authority as required by the latter. In those facilities that do not have a manual switch or that the Customer does not provide access to the personnel of the Authority to operate it, the disconnection will be carried out from the point of delivery of the electric power service, in which both the GD and the electric service that the Authority provides to the Customer will be disconnected.
- 6.9 Once the Authority completes the GD registration process, if the Customer wishes to make changes or modifications, it must electronically notify and provide technical documentation of the equipment to the LUMA Customer Experience Department. If the inverter is replaced, even if it is of the same capacity, operational characteristics and technical specifications of the previous one, the certified results of the acceptance tests must be delivered to the Authority. If the modifications or changes result in increased AC generation capacity or changes in the type of generator technology, Customer will begin a new process with the Authority to assess whether the proposed changes do not jeopardize the safety and reliability of the Authority System. In these cases, the Authority shall determine whether the Customer may continue to operate under this Agreement. If the Customer modifies the GD without the consent of the Authority, the Authority shall have the right to preventively disconnect it until it verifies that the modifications do not jeopardize the security and reliability of the Authority's System.

- 6.10 Customer will obtain and maintain all permits and inspections indicating that the GD complies with all applicable building and safety codes.

**7. GENERAL PUBLIC LIABILITY INSURANCE**

A Customer that complies with the process for registering the interconnection of an inverter-based GD, with a capacity of less than three hundred kilowatts (300 kW), with the Authority System, is exempt from a General Public Liability Insurance policy. In these cases, the Customer must sign an Agreement for the Waiver of Insurance Requirement.

**8. ASSIGNMENT OF THE AGREEMENT**

In case the holder of the electric service account changes on the property where the GD is installed, the new customer must sign a new Agreement with the Authority. In doing so, the Customer will assign the rights and obligations contracted under the current Agreement to the new account holder, without having to process a new registration for authorization of interconnection and net metering. The Authority will disconnect the GD until the new holder signs the Agreement. If the new Agreement is signed at the time of cancellation of the previous one, disconnecting the GD will not be required.

**9. APPLICABLE LAW AND COMPETENT COURTS**

This Agreement shall be subject to and construed by the laws of the Commonwealth of Puerto Rico. In addition, the Parties expressly agree that disputes arising between them in connection with this Agreement shall be governed by Section XII: Appellate Procedure of the Regulations.

**10. RESPONSIBILITY**

The Parties agree that their respective responsibilities for damages in this Agreement shall be as established by the Civil Code of Puerto Rico and the jurisprudence of the Supreme Court of Puerto Rico, as limited by law, regulation or governmental order or this Agreement.

**11. DISCLAIMER AND LIMITATIONS OF LIABILITY**

- A. Customer agrees to indemnify and hold harmless and indemnify the Authority, LUMA and LUMA Energy, LLC for all expenses and costs of any nature, including attorneys' fees, incurred therein arising out of or in connection with claims of third parties for personal injury, including death, or property damage, but whose damages were caused by actions or omissions of the Customer in the performance or breach of its obligations under this Agreement. This provision and the following provisions in this Article 11 shall survive the termination or expiration of this Agreement.

- B. The Authority, LUMA and LUMA Energy, LLC shall not be liable, directly or indirectly, for allowing solar electric equipment, windmills or other renewable energy sources to be connected or continue to be connected to the Authority System, or for the acts or omissions of the feedback Customer that cause damage or loss, including death to any third party.
- C. The liability of the Authority, LUMA and/or LUMA Energy, LLC shall further be subject to the limitations of liability set forth in subparagraphs 13.2 and 13.3 of this Agreement, the provisions of the Regulation of General Terms and Conditions for the Supply of Electric Power as modified by the Terms of Service approved by the Resolution and Order of the NEPR of May 31, 2021 in the case NEPR-MI-2021-0007 (*In Re Review of LUMA's Terms of Service (Liability Waiver)*), Law 114-2007 and other applicable laws, regulations, orders and resolutions.

## **12. FORCE MAJEURE**

The Parties shall excuse themselves from the performance of their contractual obligations and shall not be liable for damages or any other concept, insofar as their breach is due to an event of force majeure. For purposes of this Agreement, force majeure means any cause not attributable to fault or negligence, and beyond the control, of the Party claiming the occurrence of a force majeure event. Force majeure may include, but is not limited to, the following: industrial disturbances, acts of the public enemy, war, blockades, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruption of services due to actions or omissions of any public authority; provided that these events, or any other that is claimed as one of force majeure, and / or their effects, are beyond the control and are not the result of the fault or negligence of the Party claiming the occurrence of an event of force majeure, and that said Party, within ten (10) days, counted from the occurrence of the alleged force majeure, notify it in writing to the other Party describing the details of the event and its estimated duration. The burden of proof as to whether a force majeure event occurred, shall be on the Party claiming that it occurred.

## **13. CAUSES OF NON-COMPLIANCE; REMEDIES**

- 13.1 Violation of any of the terms and conditions of this Agreement, the Regulations or the General Terms and Conditions Regulations for the Supply of Electric Power, will give the Authority the right to disconnect the GD. In those facilities that do not have a manual switch or that the Customer does not provide access to the personnel of the Authority to operate it, the disconnection will be made from the point of delivery of the electric power service.

- 13.2 Notwithstanding the provisions of this Agreement, each Party's liability shall be limited to direct damages only and at no time shall the Parties be liable for incidental, punitive, consequential, or indirect damages.
- 13.3 The Authority shall not be liable for damage due to fluctuations or interruptions of the Authority's System. This provision shall survive expiration or termination of this Agreement.

#### **14. SEPARABILITY**

If any court of jurisdiction or the Energy Bureau, if it has jurisdiction, declares any of the clauses of this Agreement null or void, this will not affect the validity and effectiveness of the remaining clauses of this Agreement, and the Parties undertake to comply with their obligations under such clauses not affected by the judicial or administrative determination of nullity or invalidity.

#### **15. AMENDMENTS AND MODIFICATIONS**

This Agreement may only be amended or modified in writing and by mutual agreement between the Parties.

#### **16. TRANSITION PROCESS**

The Parties recognize that the Authority is going through a transformation process, so both Parties agree that in the event that any sales contract, public-private partnership, concession, or any other transaction of the Authority is granted (according to this term is defined in Law 120-2018, also known as the Puerto Rico Electric System Transformation Law, as amended), the Authority may dispose of any form of any of its rights under this agreement without the consent of the other Party and without any additional cost, expense or obligation on the part of the Authority or any future operator of the Authority System, provided that the Authority notifies the other Party at least thirty days in advance of such transaction. During such thirty-day period the obligations of the Parties shall continue in full force and force.

#### **17. NOTIFICATIONS**

Any notice to be given by the Parties in accordance with this Agreement shall be sent in writing and shall be deemed to have been duly effective upon delivery in person or by post to the following addresses:

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

Attention: LUMA Energy  
**Business Transformation  
Department**

To the Customer: fullName  
(Customer Name)  
postalAddress  
(Postal address)

Attention: fullName  
(Name of Representative)

**18. ELECTRONIC SIGNATURE**

By electronically signing this Agreement, you (the Customer): (i) certify that you have read and understood the Agreement; (ii) certify that you voluntarily accept all of the terms and conditions of the Agreement; (iii) certifies that the information contained in the Agreement is correct; (iv) you agree that your electronic signature constitutes your consent to this Agreement; (v) confirm that you understand that your electronic signature has the same legal effect conferred on documents signed with your handwritten signature; and (vi) agree that your consent to use this electronic medium to sign the Agreement also applies to any 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 this Agreement or any related document, or withdraw your consent to receive notices by electronic means, you must notify [nem@lumapr.com](mailto:nem@lumapr.com) in writing.

Therefore, the participants in this act agree on all the above and, finding it in accordance with their wishes, they accept it in all its parts and proceed to sign it today **commercialDate**.

Recognized and accepted by:

fullName  
(Customer Name)  
last4SSN  
(Last four digits Social Security)  
CustomerDate

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(Date)

Approved by LUMA Energy, Business Transformation Department  
(Date)