



**Agreement to Interconnect Generators with the Electric Power Authority's Electrical Distribution System and Participate in the Net Metering Program
MUNICIPALITIES**

APPEAR

OF 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 acts as agent of the Authority in this Agreement to Interconnect Generators with the Electric Power Authority's Electrical Distribution System and Participate in the Net Metering Programs (hereinafter the "Agreement") pursuant to the Operation and Maintenance Agreement of the Puerto Rico Electric Power Transmission and Distribution System (hereinafter "OMA"), between the Authority, LUMA, LUMA Energy, LLC and the Authority for Public-Private Partnerships dated June 22, 2020, whereby LUMA was contracted to provide certain operation and maintenance services for such system which 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.

OF THE OTHER PARTY: The Municipal Government of mayorName, hereinafter referred to as "the Client", represented in this act by its Mayor, Hon. **mayorName**, of legal age, **mayorCivilStatus**, who appears in accordance with the powers conferred on him by the Law of Autonomous Municipalities, Law No. 81 of August 30, 1991, as amended, and Ordinance No. **corpResolutionNumber** of the **corpResolutionDate**.

The Authority and the Client 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 Authority's electricity transmission system, hereinafter "Authority System") and its voluntary participation in one of the Net Metering Programs, for systems with a capacity of up to twenty-five kilowatts (25 kW) that use renewable energy sources, 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 Client intends to build, own, maintain and operate a distributed generation (GD) system, which will operate in parallel with the Authority's system.

1.2 The Client will participate in:

- Basic Net Measurement Program**
- Aggregate Net Metering 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 Measurement Programs, if applicable, and these were validated on the date of filing. The completed registration document is included as Appendix 1 and is incorporated into this Agreement.

1.4 If the Client does not own the property where the GD will be installed, he must include the document Affidavit of the Owner(s) of the Property, sworn before a notary public, in which he authorizes such installation on his property.

1.5 The Client intends to keep its GD interconnected in parallel with the Authority's system, and the Authority will allow it subject to the terms and conditions set out in the following documents: (1) Regulations for Interconnecting Generators with the Electric Power Authority's Electrical Distribution System and Participating in Net Metering Programs, as amended or replaced by the Puerto Rico Authority or 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 the interconnection of distributed generators that have been issued by LUMA and approved by the Energy Bureau; (5) Act 114-2007, Act to Establish a Net Metering Program in the Electric Power Authority, as amended, including amendments thereto in Act 17-2019, Puerto Rico Public Energy Policy Act (collectively, "Act 114-2007"); and (5) this Agreement.

1.6 The GD of the project **number numberAEE** will be permanently located in **location**, with account number of the Authority **accountnumber** and covered by the corresponding rate for the Client under said account. The capacity of the GD is **capacityDC kW** and **capacityAC kW AC**, as presented in the endorsed plans of the electrical installations. Such diagram, submitted in the register 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 which corresponds 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 Client 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 Client.

2. EFFECTIVE DATE, VALIDITY AND TERMINATION

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

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

- as long as the Client maintains a Contract for the Supply of Electric Power with the Authority on the property where the GD is located.
- for a period of **contractLifespan** years from the effective date.

- 2.2 The measurement and accreditation of the energy consumed and exported by the Client 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 superseded by another Agreement, (c) if Customer's electric service is terminated or transferred, (d) if Customer fails to comply with any technical or regulatory requirement, as applicable, or (e) this Agreement is terminated by either Party's breach of any of the Terms and Conditions of this Agreement, as established in subsection 2.4 and Article 13 thereof.
- 2.4 The Authority may, at any time, terminate, cancel or accelerate the expiration of this Agreement, with prior notice, in the event that the Client breaches any of its obligations under this Agreement. The exercise of the right to terminate, cancel or terminate this Agreement shall not be construed as constituting a waiver by the Authority of any additional remedies provided by this Agreement or by law for cases of delay or breach of the Customer's contractual obligations.
- 2.5 Customer may maintain the term 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 Client shall permanently disconnect the GD from the Authority System to avoid 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 Client is interested in reconnecting the GD, he must complete the registration process with the Authority again.
- 2.7 In the event that the Client wishes to permanently disconnect the GD from the Authority System and terminate the Agreement, he/she shall notify the LUMA Customer Experience Department in writing 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 the Regulation, 114-2007, as amended, and the documents indicated in paragraph 1.5 of this Agreement, as applicable.
- 3.2 The Customer shall be responsible for the costs of any improvements necessary for the interconnection of the GD with the Authority System, including, but not limited to: interconnection equipment, transformers, manual switch and protection and control, measurement 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, and for 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 third parties, and do not affect the security and reliability of the electrical network.

- 3.4 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 study equipment at the Customer's premises from the point of delivery of the energy.
- 3.6 The interconnection of the GD is conditioned to not cause voltage or frequency fluctuations outside the acceptable parameters of the Authority, flickering (*voltage flicker*), voltage drops (*voltage sags*), interruptions, ferroresonancia, harmonic distortion, transient phenomena, problems of quality of the electrical signal or any unsafe condition, which may affect customers in the area, other GDs or the System of the Authority. In the event that at any time it is detected that the GD causes any of these conditions, the Authority may require the Client to modify its design, install the necessary protective and control equipment, limit the operation of the GD or disconnect it from the System of the Authority until it corrects the situation. Otherwise, the Authority will disconnect the GD until it 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 Client.
- 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, the requirements identified in paragraph 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 carry out routine maintenance, repair or modifications to the electrical system of the Authority.
 - 2) Upon expiration or termination of this Agreement.
 - C. By notification sent in digital file in PDF format, at least sixty (60) days in advance, if it is determined that the Client does not comply with any of the provisions of the Regulations that are not technical requirements. If Customer is unable to correct the breach within sixty (60) calendar days, but begins correction within twenty (20) days of notification and submits evidence that it has continuously and diligently worked to complete the notification, Customer will have a maximum of six (6) months to complete the notification.

Disconnection from the GD does not imply that the Authority will immediately cancel the Agreement. If the condition is not corrected within the indicated time, 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 electrical service provided by the Authority to the Client.

4. PARTICIPATION IN NET METERING PROGRAMMES

- 4.1 To participate in one of the Net Metering Programs, the Client will have to comply at all times with the provisions of the Regulations.
- 4.2 The interconnection of the GD in parallel with the Authority's 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 the same account. All properties must have electricity service at the same voltage level. The properties of the Customer to which the energy is to be credited must be located in the same locality where the GD is installed or in other locations that are interconnected to the same power line at a distance not greater than two (2) miles from the GD.
- 4.4 Shared Net Metering Program - The properties of the customers to be credited for energy must be located in the same locality where the GD is installed. All properties must have electricity service at the same voltage level and the same Authority delivery point to which the GD is interconnected. Each participant who is not the owner of the GD has to sign an Agreement for Participation in the Net Shared Metering Program.

5. ENERGY METERING AND BILLING

- 5.1 Energy compensation will be effective at the beginning of the billing period following the installation or configuration of the meter.
- 5.2 The billing of the energy consumed by the Client and the credit for the energy it exports will be made based on the consumption and net export of energy by the Client. The energy consumed and exported by the Client will be measured and credited in the manner described below, except in those cases in which any federal law or regulation orders otherwise, expressly and specifically.
- 5.3 For employees with existing electrical installations, the meter must be in an accessible place and, if it is not, the Customer will be obliged in advance coordination to allow the necessary access to the staff of the Authority, as required by the latter. For cases where the meter is not physically accessible, the meter reading can be carried out remotely. The tests and readings to such 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 that 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's system and any energy export credits, if any).
- 5.6 If during the billing period, the Customer exports more energy than the Authority supplies, the Customer will be charged the minimum bill corresponding to the tariff to which it is covered. The minimum bill is the amount 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 (300 kWh) for residential customers and ten megawatt-hours (10 MWh) 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 credits, if any, are subtracted from the energy consumed by the Authority.

- 5.7 Any energy export credit accrued by Customer during the previous year that has not been used at 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 with 75% of the surplus and 25% credited to the Department of Education's electricity bill.
- 5.8 For customers who participate in the Aggregate Net Metering Program, in addition to the provisions of the previous paragraphs, the following applies:
- A. Properties located in the same locality - The maximum amount of energy to be credited to all service agreements added within the locality where the GD is located 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 located 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 in the locality where the GD is located. 100% of the consumption of the properties in the locality where the GD is located will be credited and the remaining 20% of the energy production will be credited equally 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 of this program.

6. OBLIGATIONS AND DUTIES OF THE CLIENT

- 6.1 GD employees with a capacity of 25 kW or less may interconnect their system in parallel with the Authority's System, after completing the registration of the System with the required documents through the Authority's electronic filing 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 the GD facility inspected by an authorized representative at any time.
- 6.2 Customer shall be responsible for the design, installation, operation, maintenance and costs of:
- A. The GD, which will be installed in accordance with the Regulation, National Electrical Code (NEC), *National Electrical Safety Code* (NESC), Regulation for the Certification of Plans of Electrical Construction Projects, the requirements indicated in paragraph 1.5 of this Agreement, and other applicable laws, public policy, regulations, manuals, norms, standards, technical communications, and standards adopted by the Authority and applicable regulatory agencies.

- B. The protection and control system to protect your installation and the Authority's system from unsafe operating conditions, such as: electrical overload, voltage variations and fault currents. If an electrical disturbance occurs, the protective equipment shall disconnect the GD from the Authority's system.
 - C. The 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 voltage levels and capable of interrupting the current to which it will be exposed. This switch will provide to secure the open position with an Authority padlock.
 - E. The interconnection equipment required to connect the GD and the equipment necessary to mitigate any problems caused thereof to the Authority's system or to other customers.
- 6.3 The Client shall ensure that the GD does not cause damage to the electrical service or the quality of the electrical signal of the Authority or other customers and that it does not interfere with the operation of other GDs, as well as any other equipment.
- 6.4 Customer shall protect, operate and maintain the GD in accordance with those practices, as amended and updated, that are 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 electrical distribution system of the AuthoritySystem, Customer shall test the generator, protection and control system, interconnection switch, manual switch, and equipment necessary to meet technical requirements, as applicable. The failure of the Authority to appear at the tests carried out shall not be grounds for requesting additional evidence.
- 6.6 The Client or his authorized representative is responsible for delivering to the Authority, together with the Distributed Energy Resources (RED) Electrical Installation Certification 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 Test Certification for Distributed Energy Resources (RED) to be interconnected with PREPA's Electrical Distribution System, which is included. Testing and Maintenance to GD in Service:
- A. Maintenance: During the term of the Agreement, the Employeris responsible for operating, maintaining and repairing all equipment that makes up the GD, in accordance with the manufacturer's instructions, to ensure that it complies with applicable electrical industry standards. In addition, you have to test all components related to interconnection according to applicable codes, standards and manufacturer's recommendations. The Authority reserves the right to require maintenance evidence and test reports from the GD.
 - B. The Authority reserves the right to carry out physical inspections of the GDs interconnected with its electricity network, after coordination with the Client, in order to verify that they have not been modified without its authorization.
 - C. Inspections and approvals by the Authority do not constitute a guarantee or relief from liability to the Controller of the condition of the operation or installation of the equipment.

- 6.7 The Client shall provide access to the GD's facilities to enable the Authority's employees to perform their duties to, but not limited to: (a) inspecting measurement and protection and control systems; (b) read or test instrumentation equipment installed by the Authority; (c) maintain or repair Authority equipment; (d) disconnect the GD when the Authority believes that an emergency exists; have to perform work; or detects that it causes voltage or frequency fluctuations, flickering or power quality problems; (e) any meter-related work from the meter not being accessible and (f) disconnecting the GD under the causes of non-compliance set forth in paragraph 13.1 of this Agreement. Once the Authority disconnects the GD, the Client will not be able to operate the GD until the condition that caused the disconnection is corrected and the Authority approves it. Access to the Authority's staff will be previously coordinated with the Client, 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, it is also required to install an external manual switch that is visible and accessible to the staff of the Authority twenty-four hours a day, without the presence of the Controller or operator of the equipment. If this is not accessible to the staff of the Authority, the Client will be obliged to allow and facilitate access to the switch, with prior coordination with the staff of the Authority as required by it. In those facilities that do not have a manual switch or that the Client 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 electrical service that the Authority provides to the Client will be disconnected.
- 6.9 Once the Authority completes the GD registration process, if the Client wishes to make changes or modifications, it must electronically notify and provide technical documentation of the equipment to LUMA's 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 of the same must be delivered to the Authority. If the modifications or changes result in the increase of AC generation capacity or changes in the type of generator technology, the Customer will begin a new process with the Authority to evaluate whether the proposed changes do not jeopardize the safety and reliability of the electrical system. In these cases, the Authority will determine whether the Client can continue to operate under this Agreement. If the Client modifies the GD without the consent of the Authority, the latter 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 shall obtain and maintain all permits and inspections indicating that the GD complies with all applicable building and safety codes.

7. GENERAL PUBLIC LIABILITY INSURANCE

The Client who complies with the process to register the interconnection of an investor-based GD, with a capacity of less than three hundred kilowatts (300 kW), with the electrical distribution system of the Authority System, is exempt from a General Public Liability Insurance policy. In these cases, the Client has to sign an Agreement for the Exemption of Insurance Requirement.

8. ASSIGNMENT OF THE AGREEMENT

In the event of a change in the holder of the electric utility account on the property where the GD is installed, the new applicant has to sign a new Agreement with the Authority. In this way, the Client 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 shall 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, it will not be necessary to disconnect the GD.

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 Contracting Parties expressly agree that disputes arising between them in connection with this Agreement shall be governed as set forth in Section X II: Appellate Procedure of the Rules.

10. RESPONSIBILITY

The Parties agree that their respective liability 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. RELEASE AND LIMITATION OF LIABILITY

A. Customer agrees to release 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 arising in connection with third party claims for personal injury, including death, or for damage to property, but whose damages were caused by the actions or omissions of the Customer in the performance or breach of its obligations under this Agreement. This provision and the following in this Article 11 shall survive termination or expiration of this Agreement.

B. The Authority, LUMA and LUMA Energy, LLC shall be liable for the omissions of the Feedback Customer that cause damage or loss, including death to any third party.

C. The liability of the Authority, LUMA and LUMA Energy, LLC shall be 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 Contracting Parties shall excuse each other from the performance of their contractual obligations and shall not be liable for damages or otherwise, 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 the 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 unrest, lockouts, fires, explosions, interruption of services due to actions or omissions of any public authority; provided that these events, or any other claimed to be 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 a force majeure event, and that such Party, within ten (10) days, counted from the occurrence of the alleged force majeure, notify the same in writing to the other Party describing the details of the event and its estimated duration. The burden of proof, as to whether or not 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 Regulation or the Regulation General Terms and Conditions 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 Client 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 caused by fluctuations or interruptions in the Authority's System. This provision shall survive the expiration or termination of this Agreement.

14. SEVERABILITY

If any court with jurisdiction and competence or the Energy Bureau, if it has jurisdiction, declares any of the clauses of this Agreement null or invalid, this will not affect the validity and effectiveness of the remaining clauses of the same and the Contracting 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 process of transformation, so both Parties agree that in the event that a sales contract, public-private partnership, concession, or any other transaction of the Authority is granted (according to this term it is defined in Law 120-2018, also known as the Puerto Rico Electric System Transformation Act, as amended), the Authority may dispose in 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's system, provided that the Authority notifies the other Party at

least thirty days in advance of such transaction. During this thirty-day period the obligations of the Parties shall continue in full force and force.

17. NOTIFICATIONS

Any notification to be given by the Contracting Parties in accordance with this Agreement shall be in writing and shall be deemed to have been duly effective at the time of their personal delivery or by post to the following addresses:

To the Authority: Puerto Rico Electric Power Authority/or LUMA Energy
ServCo, LLC1250 Avenida de la Constitución, Piso 8San
Juan, PR 00907

Attention: LUMA Energy
Business Transformation Department

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

Attention: fullName

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) confirms 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 medium to sign the 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 this Agreement or any related document, or withdraw your consent to receive electronic notices, 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**.

Recognized and accepted by:

fullName

(Name of the Client)

last4SSN

(Last four digits Social Security)

clientDate

(Date)

Approved by LUMA Energy, Business Transformation Department
(Date)