



DEFINITIVE PROPOSAL FORM 1.10

BID SECURITY; OTHER REQUIRED FORMS AND CERTIFICATIONS

Luma Energy (the Qualified Respondent) hereby acknowledges and affirms that the attached documentation (i) constitutes its full and complete submission for Definitive Proposal Form 1.10, (ii) meets the requirements described in Section 4.1.10 (*Bid Security; Other Required Forms and Certifications*) of the RFP and (iii) includes the following:

1. The certifications included in **Annex B** (Federal Funding Certifications and Conditions) and **Annex C** (Form of Respondent Certification) of the RFP.
2. The form included as **Attachment 1** (*Letter of Credit Requirement*) to this Definitive Proposal Form 1.10.

By submitting this form, the Qualified Respondent hereby acknowledges, accepts and agrees to the terms and conditions regarding the Bid Security as described in Section 4.1.10 (*Bid Security; Other Required Forms and Certifications*) of the RFP.

Capitalized terms not defined herein shall have the meaning set forth in the Request for Proposals for Puerto Rico Electric Power Transmission and Distribution System issued by the Puerto Rico Public-Private Partnerships Authority on February 1, 2019 (as amended, the "**RFP**") or the final form of the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement (the "**O&M Agreement**"). If there is a term defined in both, and their definitions conflict, the definition in the O&M Agreement shall prevail.

Luma Energy

QUALIFIED RESPONDENT

Company Name

Gerald Albert Ducey, Jr.

Name of Qualified Respondent's
Authorized Official

Authorized Representative

Title

[Signature]
Signature of Qualified Respondent's
Authorized Official

November 25th 2019
Date



ANNEX B: FEDERAL FUNDING CERTIFICATIONS AND CONDITIONS



FEDERAL FUNDING CERTIFICATIONS AND CONDITIONS

To the extent the Authority and PREPA determine to submit any of the costs incurred under the O&M Agreement for Federal reimbursement, the Qualified Respondent and the relevant contractors and subcontractors will be required to comply with all applicable Federal certifications, terms and conditions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the QUALIFIED RESPONDENT (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this Annex is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this Annex, have the respective meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this Proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

LUMA Energy

QUALIFIED RESPONDENT
Company Name

N/A

Contract Number

Gerald Albert Ducey, Jr.

Name of Qualified Respondent's
Authorized Official

Authorized Representative

Title

[Signature]

Signature of Qualified Respondent's
Authorized Official

November 25th, 2019

Date

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned Qualified Respondent certifies, to the best of its knowledge and belief, that:

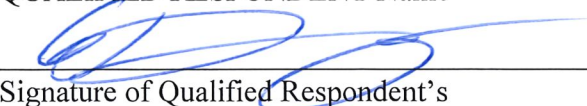
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Qualified Respondent or any Team Member, to any person for influencing or attempting to influence an officer or employee of an agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

QUALIFIED RESPONDENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, QUALIFIED RESPONDENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

LUMA Energy

QUALIFIED RESPONDENT Name



Signature of Qualified Respondent's
Authorized Official

Gerald Albert Ducey, Jr., Authorized Representative

Name and Title of Qualified Respondent's
Authorized Official

November 25, 2019

Date

FEDERAL FUNDING CONDITIONS

To the extent the Authority and PREPA determine that any costs under the O&M Agreement will be submitted for HUD reimbursement, the O&M Agreement will require that the Private Party comply with all applicable HUD requirements, including the following:

1. Section 3 Covered Assistance

HUD's "Section 3" program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. "Section 3 covered assistance" includes assistance provided under any HUD community development program that is expended for work arising in connection with public construction projects.

2. Section 3 Clause

If the Authority and PREPA determine to submit any of the costs incurred under the O&M Agreement for HUD reimbursement, and the O&M Agreement is determined to be a Section 3 covered contract, pursuant to 24 C.F.R. § 135.38, it shall include the following clause (referred to as the "Section 3 Clause"):

THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE

WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

WITH RESPECT TO WORK PERFORMED IN CONNECTION WITH SECTION 3 COVERED INDIAN HOUSING ASSISTANCE, SECTION 7(B) OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT (25 U.S.C. 450E) ALSO APPLIES TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT. SECTION 7(B) REQUIRES THAT TO THE GREATEST EXTENT FEASIBLE (I) PREFERENCE AND OPPORTUNITIES FOR TRAINING AND EMPLOYMENT SHALL BE GIVEN TO INDIANS, AND (II) PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS SHALL BE GIVEN TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. PARTIES TO THIS CONTRACT THAT ARE SUBJECT TO THE PROVISIONS OF SECTION 3

***AND SECTION 7(B) AGREE TO COMPLY WITH SECTION 3 TO THE
MAXIMUM EXTENT FEASIBLE, BUT NOT IN DEROGATION OF
COMPLIANCE WITH SECTION 7(B).***

3. Davis-Bacon Act and Copeland Anti-Kickback Act

Additionally, HUD-funded contracts are subject to the Davis-Bacon Act and the Copeland Anti-Kickback Act. The regulations promulgated under this legislation require contracts in excess of \$2,000 which are entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds, including grants, to contain the provisions at 24 C.F.R. § 5.5. These “Fair Labor Standards” provisions are provided in HUD Form 4010, a copy of which is available in the Data Room. In accordance with the Davis-Bacon Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and must be required to pay wages not less than once a week. The applicable prevailing wage determination is available here: <https://www.wdol.gov/wdol/scafiles/davisbacon/pr.html> and in the Data Room. The decision to award a contract to a contractor must be conditioned upon acceptance of the wage determination.



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Mr. Fermín Fontanés, Esq. – Executive Director
Puerto Rico Public-Private Partnerships Authority
Roberto Sánchez Vilella Government Center
De Diego Avenue, Parada 22
San Juan, PR 00940-2001 USA

RE: Puerto Rico Electric Power T&D System PPP - Request for Proposals

Ladies and Gentlemen:

We have carefully reviewed the Request for Proposals dated February 1, 2019, including all annexes thereto (“**RFP**”), issued by the Puerto Rico Public-Private Partnerships Authority and all other documents accompanying or made a part of the RFP. Capitalized terms used in this certificate have the meanings given to them in the RFP.

We acknowledge and agree to comply with all terms and conditions of the RFP, the attached Proposal and all enclosures thereto. Without limitation, we specifically acknowledge the disclaimer contained in Section 5.7 of the RFP and the limitation of damages contained in Section 5.10 of the RFP.

We certify that the information contained in the attached Proposal is true and correct. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Proposal on behalf of the Qualified Respondent or Team Member, as applicable, as its acts and deed and that the Qualified Respondent or Team Member, as applicable, is ready, willing and able to participate in the RFP Process and perform if awarded the O&M Agreement.

We further certify that we are a corporation organized in the State of Delaware and that the entity contemplated by Qualified Respondent and Team Members to be the one that shall execute the O&M Agreement shall (i) be authorized to do business in Puerto Rico and (ii) have no impediment to enter into a contractual relationship with government entities in Puerto Rico, as well as to comply with any other applicable Puerto Rico or U.S. laws and/or requirements. We further certify that our directors, officers, controlling shareholders or subsidiaries, parent company and, in the case of a partnership, our partners, and any person or entity that may be considered an alter ego or the passive economic agent of the Qualified Respondent or Team Member, as applicable (each, a “**Covered Party**”), have not been convicted, have not entered a guilty plea and have not been indicted, and probable cause has not been found for their arrest, in any criminal proceeding in Puerto Rico, the rest of the U.S. or any foreign jurisdiction, for (i) any of the crimes referenced in 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, (ii) any of the crimes

typified in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code or (iii) any of the crimes listed in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico 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, or under the U.S. Foreign Corrupt Practices Act; and no Covered Party is under investigation in any legislative, judicial or administrative proceedings, in Puerto Rico, the rest of the U.S. or any other jurisdiction. The Qualified Respondent and Team Members are in compliance with all federal, state, local and foreign laws applicable to the Qualified Respondent or Team Member(s) that prohibit corruption or regulate crimes against public functions or public funds, including the U.S. Foreign Corrupt Practices Act.

We further certify that we shall continue to comply at all times with laws which prohibit corruption or regulate crimes against public functions or funds, as may apply to the Qualified Respondent or any Team Member, as applicable, whether federal, state or Government statutes, including the U.S. Foreign Corrupt Practices Act. In addition, we further certify that we shall continue to conduct our business in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations.

We further certify that no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico that participates in the selection process described in, or negotiations or approval in connection with, the RFP (nor any member of their families) has an economic interest in or is connected with the Qualified Respondent or Team Member, as applicable, and no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico (nor any member of their families) has directly or indirectly participated with the Qualified Respondent or Team Member, as applicable, in the preparation of its Proposal.

We further certify that we are in compliance with the provisions of Act No. 2 of 2018, also known as the Anti-Corruption Act 2018.

We further certify that we have reviewed the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, available on the Authority's website: <http://www.p3.pr.gov>, and that we are in compliance therewith.

We further certify that this Proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting or participating in the submission of a separate Proposal or any officer, employee or agent of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico; and that the undersigned executed this Qualified Respondent and Team Members Certificate with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

We further certify that Qualified Respondent and Team Members shall not, other than as permitted in the RFP, attempt to communicate in relation to the RFP, directly or indirectly, with any representative of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico, including any Restricted Parties, or any director, officer, employee, agent, advisor, staff member, counsel, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of: (a) commenting on or attempting to influence views on the merits of the Qualified Respondent's and Team Members' Proposal, or in relation to their Proposal; (b) influencing, or attempting to influence, the outcome of the RFP Process, or of the competitive selection process, including the review and evaluation of Proposals or the selection of the Qualified Respondents; (c) promoting the Qualified Respondent and Team Members or their interests in the Project, including in preference to that of other Qualified Respondents or Team Members; (d) commenting on or criticizing aspects of the RFP, the competitive selection process, or the Project, including in a manner which may give the Qualified Respondent or its Team Members a competitive or other advantage over other Qualified Respondents or their respective Team Members; and (e) criticizing the Proposals of other Qualified Respondents.

The undersigned Qualified Respondent and Team Members acknowledge that any violation or misrepresentation with respect to the above will prohibit their participation in any procurement process under Act 29 and other applicable laws of Puerto Rico and, therefore, will disqualify them from participating hereunder.

Except as provided above with respect to certain federal laws and regulations, the attached Proposal shall be governed by and construed in all respects according to the laws of Puerto Rico and the terms of the RFP.

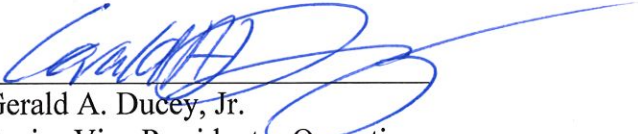
Our business address is:

2800 Post Oak Blvd., Suite 2600
Houston, Texas 77056-6175

Yours faithfully,

QUANTA SERVICES, INC.

Per:


Gerald A. Ducey, Jr.
Senior Vice President – Operations

Date: November 29th, 2019

November 23, 2019

Mr. Fermín Fontanés, Esq. — Executive Director
Puerto Rico Public-Private Partnerships Authority
Roberto Sánchez Vilella Government Center
De Diego Avenue, Parada 22
San Juan, PR 00940-2001 USA

Re: Puerto Rico Electric Power T&D System PPP - Request for Proposals

Ladies and Gentlemen:

We have carefully reviewed the Request for Proposals dated February 1, 2019, including all annexes thereto ("**RFP**"), issued by the Puerto Rico Public-Private Partnerships Authority and all other documents accompanying or made a part of the RFP. Capitalized terms used in this certificate have the meanings given to them in the RFP.

We acknowledge and agree to comply with all terms and conditions of the RFP, the attached Proposal and all enclosures thereto. Without limitation, we specifically acknowledge the disclaimer contained in Section 5.7 of the RFP and the limitation of damages contained in Section 5.10 of the RFP.

We certify that the information contained in the attached Proposal is true and correct. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Proposal on behalf of the Qualified Respondent or Team Member, as applicable, as its acts and deed and that the Qualified Respondent or Team Member, as applicable, is ready, willing and able to participate in the RFP Process and perform if awarded the O&M Agreement.

We further certify that we are a Canadian federal corporation organized in Canada and that the entity contemplated by Qualified Respondent and Team Members to be the one that shall execute the O&M Agreement shall (i) be authorized to do business in Puerto Rico and (ii) have no impediment to enter into a contractual relationship with government entities in Puerto Rico, as well as to comply with any other applicable Puerto Rico or U.S. laws and/or requirements.

We further certify that our directors, officers, controlling shareholders or subsidiaries, parent company and, in the case of a partnership, our partners, and any person or entity that may be considered an alter ego or the passive economic agent of the Qualified Respondent or Team Member, as applicable (each, a "**Covered Party**"), have not been convicted, have not entered a guilty plea and have not been indicted, and probable cause has not been found for their arrest, in any criminal proceeding in Puerto Rico, the rest of the U.S. or any foreign jurisdiction, for (i) any of the crimes referenced in 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, (ii) any of the crimes typified in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code or (iii) any of the crimes listed in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico 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, or under the U.S. Foreign Corrupt Practices Act; and no Covered Party is under investigation in any legislative, judicial or administrative proceedings, in Puerto Rico, the rest of the U.S. or any other jurisdiction. The Qualified Respondent and Team Members are in compliance with all federal, state, local and foreign laws applicable to the Qualified Respondent or Team Member(s) that prohibit corruption or regulate crimes against public functions or public funds, including the U.S. Foreign Corrupt Practices Act.

We further certify that we shall continue to comply at all times with laws which prohibit corruption or regulate crimes against public functions or funds, as may apply to the Qualified Respondent or any Team Member, as applicable, whether federal, state or Government statutes, including the U.S. Foreign Corrupt Practices Act. In addition, we further certify that we shall continue to conduct our business in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations.

We further certify that no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico that participates in the selection process described in, or negotiations or approval in connection with, the RFP (nor any member of their families) has an economic interest in or is connected with the Qualified Respondent, and no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico (nor any member of their families) has directly or indirectly participated with the Qualified Respondent in the preparation of its Proposal.

We further certify that we are in compliance with the provisions of Act No. 2 of 2018, also known as the Anti-Corruption Act 2018.

We further certify that we have reviewed the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, available on the Authority's website: <http://www.p3.pr.gov>, and that we are in compliance therewith.

We further certify that this Proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting or participating in the submission of a separate Proposal or any officer, employee or agent of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico; and that the undersigned executed this Qualified Respondent and Team Members Certificate with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

We further certify that Qualified Respondent and Team Members shall not, other than as permitted in the RFP, attempt to communicate in relation to the RFP, directly or indirectly, with any representative of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico, including any Restricted Parties, or any director, officer, employee, agent, advisor, staff member, counsel, consultant or representative of any of the foregoing, as

applicable, for any purpose whatsoever, including for purposes of: (a) commenting on or attempting to influence views on the merits of the Qualified Respondent's and Team Members' Proposal, or in relation to their Proposal; (b) influencing, or attempting to influence, the outcome of the RFP Process, or of the competitive selection process, including the review and evaluation of Proposals or the selection of the Qualified Respondents; (c) promoting the Qualified Respondent and Team Members or their interests in the Project, including in preference to that of other Qualified Respondents or Team Members; (d) commenting on or criticizing aspects of the RFP, the competitive selection process, or the Project, including in a manner which may give the Qualified Respondent or its Team Members a competitive or other advantage over other Qualified Respondents or their respective Team Members; and (e) criticizing the Proposals of other Qualified Respondents.

The undersigned Qualified Respondent and Team Members acknowledge that any violation or misrepresentation with respect to the above will prohibit their participation in any procurement process under Act 29 and other applicable laws of Puerto Rico and, therefore, will disqualify them from participating hereunder.

Except as provided above with respect to certain federal laws and regulations, the attached Proposal shall be governed by and construed in all respects according to the laws of Puerto Rico and the terms of the RFP.

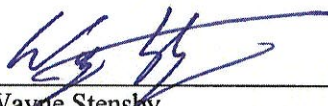
Our business address is:

5302 Forand St. S.W.
Calgary, AB
T3E 8B4

Yours faithfully,

CANADIAN UTILITIES LIMITED:

Per:


Wayne Stensby
EVP, Corporate Development

Per:


Paul Goguen
SVP, Project Development

Date

Nov 24, 2019



Mr. Fermín Fontanés, Esq. — Executive Director
Puerto Rico Public-Private Partnerships Authority
Roberto Sánchez Vilella Government Center
De Diego Avenue, Parada 22
San Juan, PR 00940-2001 USA

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We acknowledge and agree to comply with all terms and conditions of the RFP, the attached Proposal and all enclosures thereto. Without limitation, we specifically acknowledge the disclaimer contained in Section 5.7 of the RFP and the limitation of damages contained in Section 5.10 of the RFP.

We certify that the information contained in the attached Proposal is true and correct. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Proposal on behalf of the Qualified Respondent or Team Member, as applicable, as its acts and deed and that the Qualified Respondent or Team Member, as applicable, is ready, willing and able to participate in the RFP Process and perform if awarded the O&M Agreement.

We further certify that we are a corporation organized in Louisiana and that the entity contemplated by Qualified Respondent and Team Members to be the one that shall execute the O&M Agreement shall (i) be authorized to do business in Puerto Rico and (ii) have no impediment to enter into a contractual relationship with government entities in Puerto Rico, as well as to comply with any other applicable Puerto Rico or U.S. laws and/or requirements.

We further certify that our directors, officers, controlling shareholders or subsidiaries, parent company and, in the case of a partnership, our partners, and any person or entity that may be considered an alter ego or the passive economic agent of the Qualified Respondent or Team Member, as applicable (each, a “**Covered Party**”), have not been convicted, have not entered a guilty plea and have not been indicted, and probable cause has not been found for their arrest, in any criminal proceeding in Puerto Rico, the rest of the U.S. or any foreign jurisdiction, for (i) any of the crimes referenced in 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, (ii) any of the crimes typified in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code or (iii) any of the crimes listed in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico 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, or under the U.S. Foreign Corrupt Practices Act; and no Covered Party is under investigation in any legislative, judicial or administrative proceedings, in Puerto Rico, the rest of the U.S. or any other jurisdiction. The Qualified Respondent and Team Members are in compliance with all federal, state, local and foreign laws applicable to the Qualified Respondent or Team Member(s) that prohibit corruption or regulate crimes against public functions or public funds, including the U.S. Foreign Corrupt Practices Act.

We further certify that we shall continue to comply at all times with laws which prohibit corruption or regulate crimes against public functions or funds, as may apply to the Qualified Respondent or any Team Member, as applicable, whether federal, state or Government statutes, including the U.S. Foreign Corrupt Practices Act. In addition, we further certify that we shall continue to conduct our business in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations.

We further certify that no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico that participates in the selection process described in, or negotiations or approval in connection with, the RFP (nor any member of their families) has an economic interest in or is connected with the Qualified Respondent, and no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico (nor any member of their families) has directly or indirectly participated with the Qualified Respondent in the preparation of its Proposal.

We further certify that we are in compliance with the provisions of Act No. 2 of 2018, also known as the Anti-Corruption Act 2018.

We further certify that we have reviewed the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, available on the Authority's website: <http://www.p3.pr.gov>, and that we are in compliance therewith.

We further certify that this Proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting or participating in the submission of a separate Proposal or any officer, employee or agent of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico; and that the undersigned executed this Qualified Respondent and Team Members Certificate with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

We further certify that Qualified Respondent and Team Members shall not, other than as permitted in the RFP, attempt to communicate in relation to the RFP, directly or indirectly, with any representative of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico, including any Restricted Parties, or any director, officer, employee, agent, advisor, staff member, counsel, consultant or

representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of: (a) commenting on or attempting to influence views on the merits of the Qualified Respondent's and Team Members' Proposal, or in relation to their Proposal; (b) influencing, or attempting to influence, the outcome of the RFP Process, or of the competitive selection process, including the review and evaluation of Proposals or the selection of the Qualified Respondents; (c) promoting the Qualified Respondent and Team Members or their interests in the Project, including in preference to that of other Qualified Respondents or Team Members; (d) commenting on or criticizing aspects of the RFP, the competitive selection process, or the Project, including in a manner which may give the Qualified Respondent or its Team Members a competitive or other advantage over other Qualified Respondents or their respective Team Members; and (e) criticizing the Proposals of other Qualified Respondents.

The undersigned Qualified Respondent and Team Members acknowledge that any violation or misrepresentation with respect to the above will prohibit their participation in any procurement process under Act 29 and other applicable laws of Puerto Rico and, therefore, will disqualify them from participating hereunder.

Except as provided above with respect to certain federal laws and regulations, the attached Proposal shall be governed by and construed in all respects according to the laws of Puerto Rico and the terms of the RFP.

Our business address is:

2801 Slater Road, Suite 110
Morrisville, NC 27560

Yours faithfully,

Innovative Emergency Management, Inc.

By: 
Brad Tiff, Director of Operations

November 23, 2019

Date



IRREVOCABLE STANDBY LETTER OF CREDIT NO.: 10117G27115
DATE OF ISSUE: NOVEMBER 22, 2019
CURRENCY AND AMOUNT: USD15,000,000.00
EXPIRY DATE: MARCH 25, 2020
PLACE OF EXPIRATION: AT OUR OFFICE

BENEFICIARY: PUERTO RICO ELECTRIC POWER AUTHORITY C/O PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY PUERTO RICO FISCAL AGENCY AND FINANCIAL ADVISORY AUTHORITY BUILDING (FORMER GBD BUILDING) 3RD FLOOR, ROBERTO SANCHEZ VILELLA GOVERNMENT CENTER, DE DIEGO AVENUE SAN JUAN, PUERTO RICO 00940-2001 ATTENTION: FERMIN FONTANA, ESQ. EXECUTIVE DIRECTOR	APPLICANT: CANADIAN UTILITIES LIMITED 5302 FORAND STREET SW CALGARY, ALBERTA T3E 8B4, CANADA
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RE: CANADIAN UTILITIES LIMITED PARTICIPATION IN THE PUERTO RICO ELECTRIC
POWER TRANSMISSION AND DISTRIBUTION SYSTEM RFP

WE, ROYAL BANK OF CANADA. ("ISSUER"), HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THIS "LETTER OF CREDIT") IN FAVOR OF BENEFICIARY IN THE AMOUNT OF USD15,000,000.00 (FIFTEEN MILLION AND 00/100 UNITED STATES DOLLARS) (THE "STATED AMOUNT"). FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO BENEFICIARY UPON BENEFICIARY'S PRESENTATION TO ISSUER OF ONE OR MORE SIGHT DRAFTS DRAWN ON ISSUER FOR A SUM OR SUMS IN AN AGGREGATE AMOUNT NOT EXCEEDING THE STATED AMOUNT. ANY SIGHT DRAFT PRESENTED UNDER THIS LETTER OF CREDIT SHALL IDENTIFY THIS LETTER OF CREDIT BY THE NAME OF ISSUER AND THE LETTER OF CREDIT NUMBER, AMOUNT AND PLACE AND DATE OF ISSUE. SUCH SIGHT DRAFT SHALL BE SIGNED BY BENEFICIARY AND SHALL CONTAIN A STATEMENT THAT BENEFICIARY IS ENTITLED TO MAKE SUCH DRAW OR SHALL BE ACCOMPANIED BY A SIGNED STATEMENT OF BENEFICIARY TO THE SAME EFFECT.

THIS LETTER OF CREDIT SHALL BE HONORED BY ISSUER IF PRESENTED AT THE OFFICE OF ROYAL BANK OF CANADA, 200 VESEY STREET, NEW YORK, NY 10281-8098, ATTENTION: CREDIT ADMINISTRATION OR SUCH OTHER OFFICE AS WE MAY ADVISE FROM TIME TO TIME, MAKING SPECIFIC REFERENCE TO THE IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER INDICATED ABOVE ON OR BEFORE MARCH 25, 2020 (THE "EXPIRATION DATE"). THE OBLIGATIONS OF ISSUER HEREUNDER ARE PRIMARY OBLIGATIONS TO BENEFICIARY AND SHALL NOT BE AFFECTED BY THE PERFORMANCE OR NON-PERFORMANCE BY CANADIAN UTILITIES LIMITED UNDER ANY AGREEMENT WITH BENEFICIARY OR BY ANY BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR PROCEEDING INITIATED BY OR AGAINST CANADIAN UTILITIES LIMITED. CANADIAN UTILITIES LIMITED IS NOT THE BENEFICIARY UNDER THIS LETTER OF CREDIT AND POSSESSES NO INTEREST WHATSOEVER IN PROCEEDS OF ANY DRAW HEREON. THIS LETTER OF CREDIT SHALL TERMINATE ON THE

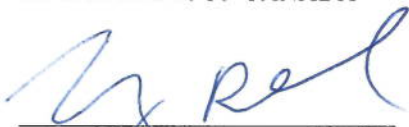
EARLIER OF (I) THE CLOSE OF BUSINESS ON THE EXPIRATION DATE OR (II) THE DATE ON WHICH ISSUER HAS HONORED ONE OR MORE DRAWS IN THE FULL AMOUNT OF THE STATED AMOUNT. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED BY BENEFICIARY TO ANY OTHER PERSON. DRAWINGS BY FACSIMILE TO FACSIMILE NUMBER 212-428-3015 ARE ACCEPTABLE (EACH SUCH DRAWING, A "FAX DRAWING"), PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL BENEFICIARY CONFIRMS, BY TELEPHONE, ISSUER'S RECEIPT OF SUCH FAX DRAWING BY CALLING ISSUER AT TELEPHONE NUMBER 212-428-6298. ISSUER WILL ACKNOWLEDGE BENEFICIARY'S PRESENTMENT BY ELECTRONIC MAIL TO THE ELECTRONIC MAIL ADDRESS PROVIDED TO ISSUER IN THE FAX DRAWING.

THIS LETTER OF CREDIT SHALL EXPIRE AT 5:00 P.M. EST ON THE EXPIRATION DATE, SUBJECT TO AUTOMATIC EXTENSION AS HEREINAFTER PROVIDED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT SHALL BE A CONDITION TO THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR SUCCESSIVE PERIODS OF 60 DAYS EACH FROM ITS CURRENT OR ANY FUTURE EXPIRATION DATES, BUT IN ANY EVENT NOT BEYOND THE FIRST ANNIVERSARY OF THE PROPOSAL SUBMISSION DEADLINE (NOVEMBER 25, 2020), WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT, UNLESS, AT LEAST FORTY FIVE (45) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, ISSUER NOTIFIES EACH OF BENEFICIARY AND CANADIAN UTILITIES LIMITED IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY OVERNIGHT COURIER, AT THE APPLICABLE ADDRESS PROVIDED ABOVE (OR AT SUCH OTHER ADDRESS AS BENEFICIARY OR CANADIAN UTILITIES LIMITED, AS APPLICABLE, MAY SPECIFY BY WRITTEN NOTICE TO ISSUER), THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE HEREOF; PROVIDED THAT ISSUER'S OBLIGATION TO MAKE ANY PAYMENT HEREUNDER IN RESPECT OF A DRAWING REQUEST MADE PRIOR TO THE EXPIRY HEREOF SHALL CONTINUE UNTIL PAYMENT IS MADE.

TO THE EXTENT NOT INCONSISTENT WITH THE EXPRESS PROVISIONS HEREOF, THIS LETTER OF CREDIT IS SUBJECT TO THE RULES OF THE INTERNATIONAL STANDBY PRACTICES ISP98 ("ISP98"), AS INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS LETTER OF CREDIT ("PROCEEDINGS"), ISSUER IRREVOCABLY: (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND (II) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER ISSUER.

ROYAL BANK OF CANADA



Nigel Delph
AUTHORIZED SIGNATORY



Subhash Shah
AUTHORIZED SIGNATORY

Citibank,N.A.

DATE : NOV. 22, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69617935

ISSUING BANK:

CITIBANK, N.A.
C/O CITICORP NORTH AMERICA, INC.
ATTN: US STANDBY UNIT
3800 CITIBANK CENTER, BUILDING B, 1ST FLOOR
TAMPA, FL 33610
PHONE: 866-945-6284
FAX NO.: 609-681-2734

BENEFICIARY:

PUERTO RICO ELECTRIC POWER AUTHORITY
C/O PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY
PUERTO RICO FISCAL AGENCY AND FINANCIAL ADVISORY AUTHORITY BUILDING
(FORMER GBD BUILDING) 3RD FLOOR, ROBERTO SANCHEZ VILELLA GOVERNMENT
CENTER, DE DIEGO AVENUE
SAN JUAN, PUERTO RICO (00940-2001)

APPLICANT:

QUANTA SERVICES INC.
2800 POST OAK BLVD, SUITE 2600
HOUSTON, TEXAS 77056

EXPIRATION DATE: MARCH 25, 2020

WE, CITIBANK, N.A. ("ISSUER"), HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THIS "LETTER OF CREDIT") IN FAVOR OF BENEFICIARY IN THE AMOUNT OF USD 15,000,000.00 (FIFTEEN MILLION AND 00/100 UNITED STATES DOLLARS) (THE "STATED AMOUNT"). FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO BENEFICIARY UPON BENEFICIARY'S PRESENTATION TO ISSUER OF ONE OR MORE SIGHT DRAFTS DRAWN ON ISSUER FOR A SUM OR SUMS IN AN AGGREGATE AMOUNT NOT EXCEEDING THE STATED AMOUNT. ANY SIGHT DRAFT UNDER THIS LETTER OF CREDIT SHALL IDENTIFY THIS LETTER OF CREDIT BY THE NAME OF ISSUER AND THE LETTER OF CREDIT NUMBER, AMOUNT AND PLACE AND DATE OF ISSUE. SUCH SIGHT DRAFT SHALL BE SIGNED BY BENEFICIARY AND SHALL CONTAIN A STATEMENT THAT BENEFICIARY IS ENTITLED TO MAKE SUCH DRAW OR SHALL BE ACCOMPANIED BY A SIGNED STATEMENT OF BENEFICIARY TO THE SAME EFFECT.

THIS LETTER OF CREDIT SHALL BE HONORED BY ISSUER IF PRESENTED AT THE OFFICE OF ITS SERVICER, CITICORP NORTH AMERICA, INC. AT 3800 CITIBANK CENTER, BUILDING B, 1ST FLOOR, TAMPA, FLORIDA 33610, ATTN: US STANDBY UNIT, OR SUCH OTHER OFFICE AS WE MAY ADVISE FROM TIME TO TIME, MAKING SPECIFIC REFERENCE TO THE STANDBY NUMBER INDICATED ABOVE ON OR BEFORE MARCH 25, 2020 (THE "EXPIRATION DATE"). THE OBLIGATIONS OF ISSUER HEREUNDER ARE PRIMARY OBLIGATIONS TO BENEFICIARY AND SHALL NOT BE AFFECTED BY THE PERFORMANCE OR NON-PERFORMANCE BY QUANTA SERVICES INC. UNDER ANY AGREEMENT WITH BENEFICIARY OR BY ANY BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR PROCEEDING INITIATED BY OR AGAINST QUANTA SERVICES INC.. QUANTA SERVICES INC. IS NOT THE BENEFICIARY UNDER THIS LETTER OF CREDIT AND POSSESSES NO INTEREST WHATSOEVER IN PROCEEDS OF ANY DRAW HEREON. THIS

Citibank,N.A.

LETTER OF CREDIT SHALL TERMINATE ON THE EARLIER OF (I) THE CLOSE OF BUSINESS ON THE EXPIRATION DATE OR (II) THE DATE ON WHICH ISSUER HAS HONORED ONE OR MORE DRAWS IN THE FULL AMOUNT OF THE STATED AMOUNT. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED BY BENEFICIARY.

ALTERNATIVELY, PRESENTATION OF SUCH DRAWING DOCUMENTS MAY BE MADE BY FAX TRANSMISSION TO 609-681-2734, OR SUCH OTHER FAX NUMBER IDENTIFIED BY CITIBANK, N.A. IN A WRITTEN NOTICE TO YOU. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, YOU SHOULD (I) PROVIDE TELEPHONE NOTIFICATION THEREOF TO CITIBANK, N.A. TO 866-945-6284 PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION AND (II) SEND THE ORIGINAL OF SUCH DRAWING DOCUMENT(S) TO CITIBANK, N.A., C/O CITICORP NORTH AMERICA, INC., 3800 CITIBANK CENTER, BUILDING B, 1ST FLOOR, TAMPA, FL 33610 BY OVERNIGHT COURIER, AT THE SAME ADDRESS PROVIDED ABOVE FOR PRESENTATION OF DOCUMENTS, PROVIDED, HOWEVER, THAT CITIBANK, N.A.'S RECEIPT OF SUCH TELEPHONE NOTICE OR ORIGINAL DOCUMENT(S) SHALL NOT BE A CONDITION TO PAYMENT HEREUNDER.

THIS LETTER OF CREDIT SHALL EXPIRE AT 5:00 P.M. EST ON THE EXPIRATION DATE, SUBJECT TO AUTOMATIC EXTENSION AS HEREINAFTER PROVIDED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT SHALL BE A CONDITION TO THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR SUCCESSIVE PERIODS OF 60 DAYS EACH FROM ITS CURRENT OR ANY FUTURE EXPIRATION DATES, BUT IN ANY EVENT NOT BEYOND NOVEMBER 25, 2020 WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT, UNLESS, AT LEAST FORTY FIVE (45) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY OVERNIGHT COURIER, AT THE ADDRESS PROVIDED ABOVE (OR AT SUCH OTHER ADDRESS AS YOU MAY SPECIFY BY WRITTEN NOTICE TO ISSUER), THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE HEREOF; PROVIDED THAT ISSUER'S OBLIGATION TO MAKE ANY PAYMENT HEREUNDER IN RESPECT OF A DRAWING REQUEST MADE PRIOR TO THE EXPIRY HEREOF SHALL CONTINUE UNTIL PAYMENT IS MADE.

TO THE EXTENT NOT INCONSISTENT WITH THE EXPRESS PROVISIONS HEREOF, THIS LETTER OF CREDIT IS SUBJECT TO THE RULES OF THE INTERNATIONAL STANDBY PRACTICES ISP98 ("ISP98"), AS INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS LETTER OF CREDIT ("PROCEEDINGS"), ISSUER IRREVOCABLY: (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND (II) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER ISSUER.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, TERRITORIES, INDIVIDUALS, ENTITIES, AND VESSELS. CITIGROUP ENTITIES, INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF

Citibank,N.A.

APPLICABLE SANCTIONS.

A handwritten signature in black ink, appearing to read "J. P. Morgan".

AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.