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*CITIBANK, N.A. HAS PREPARED THIS DRAFT UPON REQUEST AND BASED ON
INFORMATION SUPPLIED TO IT. NO REPRESENTATION OR COMMITMENT IS
MADE BY CITIBANK, N.A. REGARDING THE ACCURACY OR SUITABILITY OF THIS
DRAFT FOR ITS INTENDED PURPOSE*
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GOVERNMENT OF PUERTO RICO

Puerto Rico Public-Private Partnerships Authority

IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXX

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 AUTORITY
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)
(~~INSERT COMPLETE ADDRESS~~)

APPLICANT:

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

(~~INSERT COMPLETE NAME AND ADDRESS~~)

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 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 ~~[AN OFFICER OF]~~ BENEFICIARY AND SHALL CONTAIN A STATEMENT THAT BENEFICIARY IS ENTITLED TO MAKE SUCH DRAW OR SHALL BE ACCOMPANIED BY A SIGNED STATEMENT OF ~~[AN OFFICER OF]~~ BENEFICIARY TO THE SAME EFFECT.

THIS LETTER OF CREDIT SHALL BE HONORED BY ISSUER IF PRESENTED AT THE OFFICE OF IT'S 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 ~~[NEW YORK, NEW YORK BANK/BRANCH OR SAN JUAN PUERTO RICO BANK/BRANCH Name and Address]~~ 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 [NAME OF APPLICANT] UNDER ANY AGREEMENT WITH BENEFICIARY OR BY ANY BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR PROCEEDING INITIATED BY OR AGAINST Quanta Services Inc. [NAME OF APPLICANT]. [Quanta Services Inc. NAME OF APPLICANT] 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 and 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 [] ARE ACCEPTABLE (EACH SUCH DRAWING, 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 []. ISSUER WILL ACKNOWLEDGE BENEFICIARY'S PRESENTMENT BY ELECTRONIC MAIL TO THE ELECTRONIC MAIL ADDRESS PROVIDED TO ISSUER IN THE FAX DRAWING.~~

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 AST 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 ONE (1) YEAR EACH FROM ITS CURRENT OR ANY FUTURE EXPIRATION DATES, BUT IN ANY EVENT NOT BEYOND [NOVEMBER 21, 2020 INSERT DATE] WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT, UNLESS, AT LEAST FORTY FIVE LEAST SIXTY (60/45) 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 APPLICABLE SANCTIONS.