

Agreement

between

Schweizerische Eidgenossenschaft

represented by Eidgenössisches Departement für Umwelt, Verkehr, Energie und Kommunikation
(UVEK)
3003 Bern

(the "**Customer**")

and

General Electric Global Services GmbH

Brown Boveri Strasse 8
5400 Baden

(the "**Contractor**")

(Customer and Contractor are jointly referred to as "**Parties**" and "**Party**")

concerning

Temporary Power Generation Plant Birr

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Preamble

- A. Due to various factors, the risk of a shortage in the electricity sector in Switzerland has increased significantly for the coming winter of 2022/2023. To strengthen the security of electricity supply through measures that can be implemented in the short term, additional electricity can be produced through peak-load gas-fired power plants.
- B. The Contractor can ship eight (8) TM2500 Mobile GTG Packages and BOP equipment and, by partnering with sub-contractors, provide the remaining BOP items, engineering and construction works at the Site necessary to provide the Customer a Power Generation Plant in accordance with the provisions of this Agreement, capable of being connected to the external interfaces like gas, fuel oil supply and the power grid (220 kV) within the Time Schedule subject to the terms and conditions hereof. This would allow additional electricity to be fed into the power grid on demand.
- C. Based on its mandate under art. 5 of the National Economic Supply Act (NESA), the Swiss Federal Counsel has mandated the Customer to negotiate and enter into this Agreement with the Contractor in accordance with art. 10 para 2 of the Ordinance on the National Economic Supply (ONES).

Having said this and in consideration of the above, the Parties enter into the following Agreement:

1. Definitions

- 1. The words and terms used in this Agreement when written with initial capital letters shall have the meaning set out below:

"Agreement" means this Agreement between the Parties.

"Agreement's Commencement Date" has the meaning as defined in section 14 of this Agreement.

"Agreement's Effective Date" has the meaning as defined in section 13 of this Agreement.

"Agreement Price" has the meaning as defined in section 7 of this Agreement.

"Availability Guarantee" shall have the meaning as described in section 5.8 of this Agreement

"Availability Term" means the period of time between when Substantial Completion is, or is deemed to be achieved, through April 30, 2026. If Substantial Completion is delayed, the Availability Term ends through April 30, 2026 nevertheless.

"BOP" means balance of plant equipment as more fully described in Attachment no. 2.

"Breaching Party" means the Party that substantially breaches and fails to comply or perform its material obligations under this Agreement.

"Business Day" shall mean a calendar day, excluding Saturdays, Sundays as well as Swiss national legal holiday and cantonal legal holidays in Birr or Bern.

"CHF" means Swiss Franc.

"Confidential Information" shall mean this Agreement and all information exchanged during the tender, negotiation or performance of this Agreement which is not publicly available or obtained from a third party having a right to disclose such information free from restrictions of confidentiality, and (i) clearly identified in writing on its face as internal, confidential, restricted, or proprietary; or (ii) which by nature constitutes trade secrets and/or confidential proprietary information. In addition, prices for Power Generation Plant shall be considered Contractor's Confidential Information. Confidential Information does not include information which: (i) is, or becomes, publicly known other than through a breach of this Agreement or other illegal or wrongful act; (ii) is in possession of the Recipient prior to receipt from the Discloser; or (iii) is furnished to others by the Discloser without restrictions on the right of the Recipient to use or disclose such information.

"Construction Permits" has the meaning as defined in section 5.11 of this Agreement.

"Contractual Power Output" means the power to be produced by the Power Generation Plant at full load. This value is defined in Attachment no. 3 at Reference Site Conditions and will be adapted based on the performance deck correction method.

"Contractor's Project Management" has the meaning as defined in section 4.3 of this Agreement.

"Customer's Project Management" has the meaning as defined in section 4.2 of this Agreement.

"Day" or **"Days"** shall mean a calendar day, including Saturdays, Sundays, and holidays, except that in the event that an obligation is due for performance on a Saturday, Sunday or Swiss national legal holiday or cantonal legal holidays in Birr or Bern, the obligation shall be deemed due on the next Business Day thereafter.

"Down Payment" means the payment ascribed in section 7.1 of this Agreement.

"EGO" means the legal entity Erdgas Ostschweiz AG, (company identification number: CHE-107.831.362), registered office in Zurich, Bernerstrasse, 8064 Zurich.

"Excusable Delay" has the meaning as defined in section 6.3 of this Agreement.

"Infrastructure Operator" means the Contractor, who has to operate the Power Generation Plant, should it need to be put into operation (see also provision 22 of this Agreement).

"Measured Power Output" means the power output being produced by the Power Generation Plant during the Performance Test at Reference Site Conditions and will be adapted based on the correction procedure to be agreed by the Parties which procedure will be generally in compliance with ASME PTC 22.

"Must Meet Performance Guarantees" mean the ambient emissions guarantees according to Attachment no. 3 and 95% of the Contractual Power Output.

"Oel-Pool" means the legal entity Oel-Pool AG (company identification number: CHE-162.765.230), registered office in Suhr, Spittelweg 1, 5034 Suhr.

"Operations and Maintenance" shall mean the services provided by either the Contractor or the Contractor's sub-contractors in support of the Power Generation Plant operation during the Availability Term and includes: operation, maintenance and management services for the Power Generation Plant equipment located at the Site for the purpose of power generation in the capacity of work, services, labor and parts. Operation and Maintenance includes, but not limited to, i) supply of consumables and spare parts and inventory management of consumables and spare parts, ii) compliance with EHS and security requirements applicable to the Power Generation Plant including inspections and audits, iii) reading, testing and calibrating of instrumentation, iv) implementing the preventative maintenance programs per OEM requirements/procedures, v) technical and engineering support, vi) implement and/or comply with O&M procedures, vii) staffing and contractor management, viii) schedule outages and conduct all planned maintenance work per OEM requirements, ix) general facility management including disposal of waste and site security, x) record keeping and reporting, and xi) unscheduled maintenance events for the equipment.

The Contractor, the Reserve Operator and the Customer will be responsible for all other services in accordance with Attachment no. 13 (Operation and Maintenance: Division of Responsibility), except for those performed or supplied by Contractor as set forth in this Agreement.

"Payment Schedule" has the meaning as defined in section 7.1 of this Agreement.

"Performance Test" has the meaning as defined in section 8.2 of this Agreement.

"Power Generation Plant" shall mean the Contractor's Power Generation Plant defined by Attachment no. 1 and 2.

"Prudent Industry Practices" mean the exercise of that degree of skill and diligence, and of such practices, methods and acts, at a minimum, as would ordinarily be expected in the power generation industry from a prudent owner and/or operator or service provider (as applicable) acting lawfully, reliably and safely in connection with power generation facilities and equipment similar to the Power Generation Plant.

"Recipient Representative" shall have the meaning ascribed in section 17 of this Agreement.

"Reference Site Conditions" have the meaning as defined in the Attachment no. 3.

"Reserve Operator" means the legal entity that will supply the commodity (gas and/or oil) for the operation of the Power Generation Plant by the Infrastructure Operator and give notice of the required power capacity in due time during the term of this Agreement.

"SCO" means Swiss Code of Obligations (SR 220).

"Site" means the Contractor's factory located in Birr Switzerland, which is a property of the Contractor.

"Substantial Completion" means that the Contractor has completed or has been deemed to have completed the criteria to allow the Power Generation Plant to generate electricity as more fully described in section 8.1 of this Agreement.

"Substantial Completion Date" means the date, on which the Substantial Completion is achieved.

"Substantial Completion Test" has the meaning as defined in section 8.1 of this Agreement.

"Swissgrid" means the legal entity Swissgrid AG (company identification number: UID: CHE 112.175.457), registered office in Aarau, Bleichemattstrasse 31, 5000 Aarau.

"Time Schedule" is the Time Schedule according to Attachment no. 8.

"Unit" means one TM2500+G4 mobile gas turbine as more fully described in Attachment no. 1.

"UVEK" means Eidgenössische Departement für Umwelt, Verkehr, Energie und Kommunikation (the Federal Department of the Environment, Transport, Energy and Communications).

"Works" means all services and work performed by the Contractor under this Agreement.

2. Scope of Supply

2. Contractor's scope of supply consists in providing a Power Generation Plant, including the design, engineering, procurement, manufacture, construction, erection, installation, commissioning, start-up, testing, Operation and Maintenance, and the dismantling of the Power Generation Plant and restoration of the Site, as described here below and more in detail in the Attachment no. 1 and 2.
3. The Power Generation Plant will comply with the applicable sections of the Codes and Standards listed in the Attachment no. 5.

3. Agreement components

4. The following documents are integral parts of this Agreement according to their importance in the following order of priority:

- a) Agreement;
 - b) Attachment no. 1: Customer's Requirements
 - c) Attachment no. 2: Contractor's Technical Proposal;
 - d) Attachment no. 3: Contractor's Performance Guarantees;
 - e) Attachment no. 4: Preliminary Contractor's Drawings;
 - f) Attachment no. 5: Codes and Standards;
 - g) Attachment no. 6 - GE Fuel Specifications;
 - h) Attachment no. 7 - GE additional reference document;
 - a) Attachment no. 8: Time Schedule;
 - b) Attachment no. 9: Draft of advancement payment guarantee;
 - c) Attachment no. 10: Draft of performance bond;
 - d) Attachment no. 11: Permit's division of responsibility;
 - e) Attachment no. 12: Term Sheet for the purchase option;
 - f) Attachment no. 13: Operation and Maintenance: Division of Responsibility;
 - g) Attachment no. 14: Oel-Pool: Scope of Supply description;
 - h) Current state of the Prudent Industry Practices at the Agreement's Effective Date.
5. Any general terms and conditions of business of the Contractor shall not form part of this Agreement.
 6. If there is a contradiction between the contractual components listed above, the order of precedence (according to provision 4 a)-p) of this Agreement) shall be decisive. If an element of the Agreement consists of several documents, in the event of contradictions a) the specific document shall take precedence over the general document and b) the document that is more recent in time shall take precedence over the older document.
- 4. Project Organization**
- 4.1 Organization Chart**
7. The project organization shall be based on the organization chart to be drawn up after signing of the Agreement.

4.2 On the Customer's part

8. The Customer shall be represented by the Customer's Project Management, which the Customer shall notify to the Contractor in writing. Changes in the Customer's Project Management shall also be notified in writing.
9. The following legal declarations shall be excluded from the representation of the Customer by the Customer's Project Management, which must be signed by two authorized signatories of the Customer to be valid:
 - a) Amendments to the Agreement;
 - b) Demanding and claiming of security deposits and contractual liquidated damages;
 - c) Acceptance of the final invoice.
10. The Customer shall be entitled to replace the Customer's Project Management in whole or in part at any time by means of a written declaration to the Contractor.

4.3 On the Contractor's part

11. The Contractor shall be represented by the Contractor's Project Management, which the Contractor shall notify to the Customer in writing. Changes in the Contractor's Project Management shall also be notified in writing.
12. The project manager and, in his/her absence, the deputy project manager shall legally represent the Contractor within the scope of this Agreement. In particular, they shall be responsible for the following tasks:
 - a) Receiving instructions from the Customer;
 - b) Exercising the right to control and issue instructions to the Contractor's subcontractors and suppliers;
 - c) Preparation of quotations and agreement on changes, including cost and deadline consequences;
 - d) Collection of payments according to the Payment Schedule;
 - e) to exercise the responsibility for carrying out the Substantial Completion and Performance Test of the Power Generation Plant;
 - f) to exercise the responsibility for the specifications in the sense of public law, in particular to comply with the conditions of the building and operating permit and to ensure compliance with the accident prevention regulations, insofar as these apply to the Works of the Contractor.

13. The Contractor shall be entitled to replace the Contractor's Project Management in whole or in part at any time by means of a written declaration to the Customer.

5. Services of the Contractor

5.1 Scope

14. Contractor's scope of supply consists of constructing and making available the Power Generation Plant as described in Attachment no. 2 during the Availability Term.

5.2 Requirements

15. The Power Generation Plant shall meet the requirements as described in Attachment no. 1 and 2.

5.3 Transportation

16. Contractor shall be responsible for the transportation and for the supporting documentation required for transportation and importation of the Power Generation Plant equipment into Switzerland and to the Site in accordance with Incoterms®2020:

Delivery to Switzerland (place of delivery: Site): DDP without prejudice of provision 126 of this Agreement.

17. Contractor shall also be responsible at its own cost for the return transportation of the Power Generation Plant and for the supporting documentation required for return transportation and repatriation, as applicable, at the end of the Agreement.

5.4 Documentation

18. The Contractor shall provide reasonably available information and documentation concerning the origin of the infrastructure (such as the generators, transformers as well as fields) on demand of the Customer within 5 to 10 Business Days physically in copy and/or digitally.

5.5 Coordination with other service providers/contractors

19. By signing the Agreement, the Contractor declares that he has taken note of the local conditions, the access possibilities, and the interfaces with the services of the other service providers/contractors involved and the existing buildings and installations.

5.6 Personnel and subcontractors and suppliers of the Contractor

20. The Contractor undertakes to use only qualified personnel and qualified subcontractors and suppliers for the performance of its obligations under this Agreement.
21. The Contractor undertakes to comply with the relevant occupational health and safety provisions and working conditions for employees in Switzerland as well as with the provisions under the law on the posting of workers:

a) the Contractor warrants that all mandatory statutory provisions concerning the employment of personnel, including subcontractors and suppliers (in particular provisions under social security and foreign nationals' law) will be complied with. The Contractor shall indemnify the Customer against any claims asserted against the Customer and cost or penalties imposed on the Customer by the relevant authorities caused by Contractor's (or by its subcontractors and suppliers) breach of such mandatory statutory provisions;

b) the Contractor shall ensure that the workers employed in connection with the execution of the Works in connection with the Power Generation Plant have valid work permits and that the applicable collective labor agreements are complied with. It shall indemnify the Customer against any claims asserted against the Customer and cost or penalties imposed on Customer by the relevant authorities caused by Contractor's (or by its subcontractors and suppliers) breach of such mandatory statutory provisions;

c) the Contractor shall comply with the Posted Workers Act (EntsG; SR 823.20) applicable in Switzerland, the relevant implementation provisions and shall ensure that these provisions are also complied with by its subcontractors. Should the Customer be held liable by employees of the Contractor or its subcontractors and/or by the relevant authorities for any violation of the law on the posting of workers by the Contractor or one of its subcontractors, the Customer shall be fully indemnified by the Contractor for such claim.

5.7 Maintenance, operational readiness and operation of the Power Generation Plant

22. After the start of the Availability Term, the Contractor shall maintain the Power Generation Plant ready for operation in accordance with the term of the Agreement. In this regard, the Contractor shall provide the necessary personnel and material for the continuous operational readiness and the operation of the Power Generation Plant. Subject to timely availability of liquid fuel and/or gas fuel, HV connection and Customer timely complying with its payment obligations upon forty-eight (48) hour prior notice from the Reserve Operator and another two (2) hour prior notice from the Reserve Operator (or differently agreed between the Infrastructure Operator [=Contractor] and Customer), the Contractor shall cause the Power Generation Plant to produce electricity at the load specified by the Reserve Operator in accordance with the Availability Guarantee. The notified load shall not exceed the Contractual Power Output.

5.8 Capacity Guarantee

23. Contractor guarantees that during the Availability Term, the Power Generation Plant will be capable of generating power based on the Guaranteed Net Capacity equal to the 95% of the Contractual Power Output as defined in Attachment No. 3.

24.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9 Contracts with Swissgrid, EGO and Oel-Pool

5.9.1 Contract with Swissgrid

29. The Contractor shall submit a request according the directive of Swissgrid for the connection of the Power Generation Plant to the power grid (220 kV) within five Business Days from the Agreement's Effective Date. In this regard, the Contractor shall conclude a contract with Swissgrid, which provides that the Power Generation Plant will be connected to the power grid (220 kV) with at least 300 MW capacity.

[REDACTED]

[REDACTED]

5.9.2 Contract with EGO

32. The Contractor shall submit a request according the directive of EGO for the connection of the Power Generation Plant to EGO's natural gas network within five Business Days from the Agreement's Effective Date. In this regard, the Contractor shall conclude a contract with EGO, which provides that the Power Generation Plant will be connected to the gas network.

[REDACTED]

[REDACTED]

[REDACTED]

5.9.3 Contract with Oel-Pool

35. The Contractor shall order from Oel-Pool the construction work as provided in Attachment no. 14.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.10 Contract with Reserve Operator

39. Swissgrid or another state entity will conclude a contract with the Reserve Operator, in which the Reserve Operator undertakes to provide the commodity (gas and/or oil) for the operation of the Power Generation Plant. This Reserve Operator will be determined by the Customer. This contract will provide that the Reserve Operator will supply gas and/or oil to the

Contractor for the Power Generation Plant so that the Contractor can meet its obligations stipulated in section 5.7 of this Agreement.

40. The Contractor shall enter into a separate contract with this Reserve Operator that shall include the operating procedures to produce electricity according to the notifications of Swissgrid or another state entity.
41. The Customer must approve the terms and conditions of the contract between the Contractor and the Reserve Operator before it is concluded. The Contractor shall deliver the contract between him and the Reserve Operator to the Customer immediately after its conclusion.

5.11 Construction Permits

42. The Contractor shall submit the application for the Construction Permit of the Power Generation Plant to the competent authorities not later than September 5, 2022. With the application for the Construction Permit, the Contractor shall provide the Customer as well as the authorities with the needed documentation according to the directive of the competent authorities. The Customer shall assist the Contractor in submitting the application to the extent possible.
43. The legally binding Construction Permit or permission to start construction must be available by September 16, 2022 in order to meet the deadline of February 15, 2023. For each Day of Construction Permit's or permission to start construction's delay, the Substantial Completion Date is pushed back on a Day for Day basis. The Contractor however shall take all reasonable and necessary catch-up measures.

5.12 Delays in submitting the requests and applications

44. If the Contractor has submitted all the above requests and applications to the competent authorities on time (see provisions 29, 32 and 42 of the Agreement), the Contractor is not liable for delays related to these requests and applications. The submission of all the above requests and applications to the competent authorities on time shall not relieve the Contractor from its obligations for continuing support to get the permits. If the Contractor has not submitted all the above requests and applications to the competent authorities on time (see provisions 29, 32 and 42 of the Agreement), the Contractor is responsible for this delay on a Day for Day basis.

6. Customer's Rights and obligations

6.1 Right of review

45. The Customer shall have the right, but not the obligation, to inspect or have inspected the Power Generation Plant equipment of the Contractor and its subcontractors and suppliers with prior notice of five (5) Business Days, without any cost consequences for the Customer and during normal working hours. The Contractor shall be obliged to allow the Customer to inspect the project documents and other documents relating to the manufacturing of the equipment and execution of the Works and to provide the requested information. Access shall be limited to areas relating to the manufacturing of the equipment and execution of the

Works and shall not include areas where confidential works is being carried out. The Contractor shall not be obliged to delay its activities to enable the inspection by the Customer.

46. The Contractor shall use reasonable efforts with its subcontractors that the Customer can also exercise its rights of access and inspection with respect to the subcontractors in cases where equipment has not already been manufactured.
47. The performance of inspections or examination of documents by the Customer or its representatives, in particular within the meaning of provision 45 of this Agreement, shall in no way release the Contractor from its contractual responsibility.

6.2 Changes

48. If either Party requests a change to the Power Generation Plant and/or the Operation and Maintenance, including modifications, alterations, or additions, it will notify the other Party in writing. This other Party undertakes to examine this change within a reasonable period of time. If the Parties subsequently agree that a change of the Power Generation Plant and/or the Operation and Maintenance, including modifications, alterations, or additions must be made, they will agree on this and the related modalities (in particular also a possible price adjustment). All changes under this Agreement shall be subject to mutual agreement and will only be effective if signed by both Parties.
49. If the Contractor is obligated by Court or/and authority to modify the Power Generation Plant causing an increase in costs or/and a delay in time, they will agree on this and the related modalities (in particular also a possible price adjustment). All changes under this Agreement shall be subject to mutual agreement and will only be effective if signed by both Parties.

6.3 Excusable Delay / COVID-19

6.3.1 Excusable Delays: acts of God

50. Contractor shall not have any liability or be in breach or default of its obligations under the Agreement to the extent that its performance is delayed or prevented, by any of the following, each of which shall be an Excusable Delay: (i) causes beyond its reasonable control, (ii) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather, earthquakes, floods, war (declared or undeclared), terrorism, epidemics, civil unrest, riots, and/or (iii) order of a court or/and authority which stops the Works as long as the Contractor is in accordance with his contractual obligations. Contractor shall notify Customer of any Excusable Delay.

51.



52.

53.

6.3.2 Excusable Delays: delays of Customer

54. Contractor shall not have any liability or be in breach or default of its obligations under the Agreement to the extent that its performance is delayed or prevented, by any of the following, each of which shall be an Excusable Delay: Delays of Customer, in which case the Customer remains obliged to make the payments under this Agreement and the Contractor shall also be entitled to reimbursement of the reasonable and documented corresponding costs. Contractor shall notify Customer of any Excusable Delay.

55.

56.

57.

[REDACTED]

7. Agreement Price

7.1 Agreed payments

58. The Agreement Price for the Contractor's Works under this Agreement shall be paid to the Contractor at the times and in the manner set forth in the Payment Schedule below:

Payment No.	Payment Event	Part of the Rental Agreement Price to be paid to GE in US\$	Part of the Rental Agreement Price to be paid to GE in EURO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

59.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

60. [REDACTED]

[REDACTED]

61. The contractual price exclude value-added tax (VAT) in Switzerland. The Contractor is responsible for and shall pay all taxes outside of Switzerland.
62. Included in the Agreement Price are all Contractor's Works under this Agreement as well as those which are necessary for the proper execution of the Works, in particular according to the public requirements (in particular fire protection) and the state of the art at the Agreement's Effective Date. The Agreement Price shall thus also include the costs for extraordinary expenses, for all planned work, deliveries, compensation, expenses, etc., which

are necessary for the execution of the Works in accordance with the Agreement and the defect-free acceptance, in particular also:

- a) the manufacturing, construction, procurement, and development costs;
- b) the cost of all services in connection with the possible dismantling and disposal of possible existing equipment and other waste (namely the disposal of existing contaminated sites) on the Site;
- c) the costs for all services in connection with the delivery and transport as well as the assembly of the Power Generation Plant (including assembly aids such as ladders, cranes, platforms, scaffolding and tools);
- d) the costs for compliance with all legal requirements defined in this Agreement and which the Contractor undertakes to observe;
- e) the costs of all state, cantonal, and municipal permits (such as building permits, work permits, etc.) to be obtained by the Contractor, as well as the costs incurred because of their compliance;
- f) all (but excluded Customer's own) ancillary costs and expenses, e.g. for meals, overnight accommodation, travel allowances, travel expenses, etc.;
- g) all direct and indirect costs incurred by the Contractor in connection with the performance of the Works;
- h) all direct and indirect costs in connection with subcontractors, wages, fringe benefits, expenses, travel and transport costs for personnel, allowances and overnight stays;
- i) coordination with construction-related services;
- j) all required safety certificates and declarations of compliance for the installed equipment, components and appurtenances;
- k) the provision of all necessary documents required for the faultless execution of the Works;
- l) the licenses required for the operation of the Works for the entire period of operation;
- m) the duties, levies and taxes (except VAT);
- n) the fees for bank and insurance guarantees (advance payment, performance bond); and
- o) all other expenses and outlays incurred by the Contractor for the performance of the Agreement (such as for contract negotiations and signing, concept decisions, etc.).

7.2 Invoicing and delay

63. The first Payment 1.0 according to provision 58 of this Agreement by the Customer to the Contractor shall be made within ten (10) Business Days after the Contractor has delivered to the Customer the advance payment guarantee according to section 11.1 of this Agreement.
64. All other payments on the part of the Customer or Contractor are to be paid within 30 Days from the date of invoice to the account specified by the Contractor.
65. If the Customer or Contractor is in default with a payment, the Contractor shall set the Customer a reasonable grace period for payment. If the Customer does not comply with this grace period, he shall owe the Contractor 5% per year on the payment in default and the Contractor shall have the right to suspend the Agreement.

8. Substantial Completion and Performance test

8.1 Substantial Completion Test

66. The Parties agree that the Contractor shall achieve Substantial Completion of the Power Generation Plant no later than February 15, 2023 in accordance with Attachment no. 8.
67. The Contractor shall have achieved Substantial Completion of the Power Generation Plant when all of the following conditions have been satisfied:
 - a) the Power Generation Plant equipment and interconnects have been appropriately checked for alignment, lubrication, rotation, and hydrostatic and pneumatic pressure integrity, appropriately flushed, cleaned, and statically tested;
 - b) the Power Generation Plant is capable of safe and reliable operation at the times and at the loads reasonably requested by Customer up to 95% of the Contractual Power Output;
 - c) Contractor operators, sufficiently trained, are available for operation of the Power Generation Plant; and
 - d) the Must Meet Performance Guarantees have been achieved.
68. It is agreed and understood that if Contractor has satisfied the conditions a) to c) above and has failed to satisfy condition d) for the Power Generation Plant, then Substantial Completion will be achieved on a "per Unit" basis.
69. The Contractor shall deliver to Customer a notice of Substantial Completion when it considers all the conditions required under this definition are satisfied.
70. If the Customer fails to notify the Contractor of any alleged failure by Contractor to satisfy such conditions within three (3) Business Days after the date Contractor gives notice of Substantial Completion to Customer, Contractor shall be deemed to have satisfied such obligations and Substantial Completion shall be deemed achieved.

71. If the Customer rejects the application, the Customer shall explain its reasons and specify the work to be performed by Contractor to comply with the terms of Substantial Completion. The Substantial Completion Date shall be the date when the last condition required in provision 66 of this Agreement is satisfied, and the Substantial Completion Certificate shall indicate such date. Upon Substantial Completion, the Availability Term begins.
72. Subject to the Customer fulfilling its responsibilities in this Agreement, the Parties agree that the Contractor shall achieve Substantial Completion of the Power Generation Plant on February 15, 2023.

73.

[REDACTED]

[REDACTED]

74.

[REDACTED]

75. In case the Contractor is requested by Customer to use the Power Generation Plant for commercial use prior the Substantial Completion, then the Substantial Completion shall be deemed to occur on the date of the first such use.

8.2 Performance Test

76. Unless both parties agree that compliance with Performance Guarantees has been demonstrated during the Substantial Completion Test, the Customer shall have the right to request the performance test of the Power Generation Plant which will take place after Substantial Completion Date.
77. When tested in accordance with provisions of Attachment no. 3, Contractor guarantees that the Power Generation Plant will achieve the Plant Net Output and the Plant Net Heat Rate set forth in the signature block on the Stamped Performance Guarantee Sheet attached hereto under Attachment no. 3 ("Contractor's Performance Guarantees").

78.

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

79.

[REDACTED]

80. Must Meet Guarantees: In addition to the Performance Guarantees, Contractor guarantees that, when tested in accordance with the Performance Conditions, the Power Generating Plant will meet the "Must Meet Guarantees" identified in the table

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

81. Performance Tests: Not later than October 31, 2023, the Customer shall have the right to request the tests for output and heat rate measurement to be arranged and conducted by the Contractor or its designee as soon as technical possible in accordance with the procedure outlined in Attachment no. 3.

82.

[REDACTED]

83.

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86. The costs for the Performance Test are to be borne by the Contractor.

9. Contractor's Warranty

87. Contractor warrants to Customer that during the Availability Term (i) the Power Generation Plant will be operable and fit for the purpose of generating electricity, will remain operable and capable of generating electricity; (ii) that the Operations and Maintenance will be performed in a competent and diligent manner.

88. If during the Availability Term, the Power Generation Plant does not meet the above warranties the Contractor shall, as soon as is practicable, correct any warranty defect, at its option and expense,

(i) by re-performing the defective Operations and Maintenance, or

(ii) repairing the defective part of the Power Generation Plant.

89. The foregoing warranties shall apply to defects that appear during the Availability Term.

10. Limitation of liabilities

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11. Securities

11.1 Advance payment guarantees

97. As security for the Down payments (Payment no. 1.0 according to provision 58 of the Agreement) and the Prepayment (Payment no. 2.0 according to provision 58 of the Agreement), the Contractor shall hand over to the Customer upon Agreement's Effective Date the following advance payment guarantees:
98. An advance payment guarantee in the amount of 100% of the Payments no. 1-10 according to provision 60 of the Agreement in the form of a bank or insurance guarantee of a first-class bank or insurance company domiciled in Switzerland according to which this bank or insurance company irrevocably undertakes, to pay to the Customer, upon first demand and waiving any objection or defense under the Agreement, any amount up to a maximum of 100% of the Payments no. 1-10 according to provision 60 of the Agreement, against the

Customer's written request for payment and the Customer's written confirmation that the Contractor has not performed or has improperly performed its obligations under the Agreement. The advance payment guarantee must be governed by the laws of Switzerland (binding are the provisions of this provision 98 and not attachment 9). This advance payment guarantee shall be valid until the Substantial Completion is considered to be successful. In the event of a delay of the Substantial Completion, the Contractor shall be obliged to extend this advance payment guarantee accordingly.

99. An advance payment guarantee in the amount of 100% of Payment no. 2.0 according to provision 58 of the Agreement in the form of a bank or insurance guarantee of a first-class bank or insurance company domiciled in Switzerland according to which this bank or insurance company irrevocably undertakes, to pay to the Customer, upon first demand and waiving any objection or defense under the Agreement, any amount up to a maximum of 100% of the Payment no. 2.0 according to provision 58 of the Agreement, against the Customer's written request for payment and the Customer's written confirmation that the Contractor has not performed or has improperly performed its obligations under the Agreement. The advance payment guarantee must be governed by the laws of Switzerland (binding are the provisions of this provision 99 and not attachment 9). This advance payment guarantee shall be valid four months after the termination of this Agreement.

11.2 Performance bond

100. The Contractor shall hand over to the Customer upon Agreement's Substantial Completion Date a bank or insurance guarantee of a first-class bank or insurance company domiciled in Switzerland according to which this bank or insurance company irrevocably undertakes, to pay to the Customer following on Customer's 30 Day written notification to Contractor and cure period as specified in section 15 of this Agreement, any amount up to [REDACTED], against the Customer's written demand for payment and the Customer's written confirmation that the Contractor has not performed or has improperly performed its obligations under this Agreement. The performance bond must be governed by the laws of Switzerland (binding are the provisions of this provision 100 and not attachment 10).
101. This performance bond shall secure all obligations of the Contractor under this Agreement (e.g., reimbursement of overpaid progress payments, costs of substitute performance by the Customer, mutually agreed liquidated damages, discharge of or security for any liens of the building trade, consequences of premature termination of the Agreement, etc.).
102. The performance bond is valid until four months after the termination of this Agreement. In the event of an extension of the Agreement period agreed between the Parties, the Contractor shall be obliged to extend this performance bond respectively have it extended in accordance with the extended Agreement period.

12. Insurances

103. The Contractor is obliged to take out public liability insurance for the duration of the Agreement. [REDACTED]

104. The Contractor shall insure the usual transport and storage risks as well as the installation risks until Substantial Completion. Additionally, he shall insure the risks of operation of the Power Generation Plant.
105. The Contractor shall, at the request of the Customer, provide the Customer at any time with evidence of the insurance cover prescribed.

13. Agreement's Effective Date

106. The Agreement shall become effective when it is signed by both Parties.

14. Agreement's Commencement Date

107. The Agreement's Commencement Date is the date on which all the following conditions have been fulfilled:
 - Agreement's Effective Date has happened, and
 - Advance payment guarantees and performance bond by the Contractor are in place; and
 - Down Payment is paid to Contractor.
108. The Contractor shall timely advise the Customer of the fulfillment of the above-mentioned conditions in this section. The date of such communication shall be considered the Agreements' Commencement Date.

15. Agreement's duration and termination

109. After the Agreement's Effective Date, the Availability Term shall remain in effect until April 30, 2026, and shall end on such date without the need for notice.
110. Each Party shall have the right to terminate the Agreement for cause in the event that the other Party (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or (ii) substantially breaches and fails to comply or perform its material obligations hereunder, including failure to make any payment when due or to fulfill any payment conditions, including any payment security, as set forth in the Agreement, provided: (A) that the Party exercising this right ("other Party") shall first have provided the Breaching Party with written notice of the nature of such failure and of the other Party's intention to terminate the Agreement as a result of such failure, and (B) that the Breaching Party shall have failed within thirty (30) Days after receipt of such notice to correct such failure, or if it is not possible to cure the breach within thirty (30) Days of such notice, fails to commence to cure the breach within thirty (30) Days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible, provided that for any payment default or default in establishing the other Party's payment security, the Breaching Party shall have five (5) Days to cure.

111.

[REDACTED]

112. If Substantial Completion of the Power Generation Plant during the period of liquidated damages is not achieved, due to reasons attributable to the Contractor, the Customer shall have the right to rescind the Agreement.

113. The Termination of the Agreement shall not relieve either Party of any obligation arising out of work performed prior to termination.

16. Purchase option

114.

[REDACTED]

17. Confidentiality

115. In connection with this Agreement, the Contractor and the Customer (as to information disclosed, the "**Discloser**") may each, from time to time, provide the other Party or its affiliates (as to information received, the "**Recipient**") with Confidential Information.

116. The Recipient agrees: (a) not to disclose the Confidential Information to any third party other than its affiliates, employees, agents, subcontractors, suppliers, lenders, or authorities (each of which a "Recipient Representative") to the extent the forgoing has a need to know to allow Recipient to perform its obligations or exercise its rights under this Agreement; (b) to restrict disclosure of Confidential Information only to those of its Recipient Representatives who are bound by equivalent obligations as to confidentiality; (c) to inform each of the Recipient Representatives receiving the Confidential Information of its confidential nature; and (d) to promptly return or destroy on request at any time all Confidential Information to the Discloser and immediately cease using the same (save for one copy for ensuring compliance with the terms of this Agreement or applicable law).

117. The restrictions of this section 17 shall expire three (3) years after termination or expiration of this Agreement. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

118. If either Party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that Party agrees to provide the disclosing Party with prompt written notice to permit the disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the receiving Party with the provisions of this section. If efforts to secure confidential treatment are unsuccessful, the disclosing Party may to the extent possibly by law revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

18. Communication

119. The first public announcement about the existence of this Agreement and its terms shall be made exclusively by the Customer, whereby the Customer coordinates the communication in advance with the Contractor.
120. The Parties are aware of the possibility that according to laws of Switzerland the Agreement could be forced to be disclosed in whole or in part provided that Customer shall use best efforts to maintain confidentiality to the extent allowed by law.
121. Subject to the Customer's approval, which approval shall not be unduly withheld by the Customer, the Contractor shall be allowed to photograph and video tape the Power Generation Plant and any part of the Power Generation Plant and to use these materials as well as project details in public print ads, trade journals, technical papers, brochures, web pages and other publications.

19. Governing Law

122. This Agreement shall be construed under and be governed in all respects by the laws of Switzerland to the exclusion of any conflict of law rules and international treaties.

20. Dispute Resolution / Jurisdiction

123. Any dispute between the Parties arising out of or in connecting with the Agreement, including disputes regarding the validity of this Agreement, shall, in the first place, be settled amicably by the Parties through escalation to senior executives of each Party or a joint committee agreed by the Parties.
124. If the Parties are unable to resolve such dispute amicably in accordance with this section within 60 Days from the date the dispute was first raised by either Party through a notice of dispute, then the exclusive place of jurisdiction for this dispute shall be at the state courts of the City of Berne, Switzerland.

21. Miscellaneous

125. This Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof and replaces all prior agreements between the Parties.
126. The Power Generation Plant is, and shall at all times be and remain, solely and exclusively the property of Contractor or its Affiliates, and no right, title or interest in the Power

Generation Plant shall pass to Customer, without prejudice of the Customer' right to exercise the purchase option stipulated in section 16 of this Agreement.

127. Each Party warrants that it has all power and authority to execute and deliver this Agreement and to consummate the transactions contemplated on its part hereby. The execution, delivery and performance by such Party of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action (corporate, governmental or otherwise) on the part of such Party. No other action on the part of such Party (or its stockholders, members, or governmental bodies, if applicable) is necessary to authorize the execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and subject to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Each Party warrants that the signing of the Agreement and the execution of the transactions thereunder are in compliance with its incorporation documents, bylaws, and applicable law.
128. All obligations of the Contractor hereunder will at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of Switzerland, the United States of America (US), United Kingdom, European Union and any other applicable trade control laws and regulations (and any amendments thereof).
129. The Contractor shall confirm by means of a self-declaration form of the "Beschaffungskonferenz des Bundes (BKB)" in compliance with the applicable health and safety provisions and working conditions and equal treatment of women and men with regard to equal pay (art. 26 in connection with art. 12 BöB, SR 172.056.1).
130. The Contractor is aware that the "Fachstelle PSP VBS" specialist unit may be [obliged by law/instruct the Customer] to do a personal security check. The Contractor shall coordinate and procure that Contractor's employees deployed at the Power Generation Plant shall, at the first request of the Customer or the "Fachstelle PSP VBS" specialist unit, do the check of the level required in the specific case in accordance with the "Verordnung über die Personensicherheitsprüfungen (PSPV)" of 4 March 2011 (SR 120.4, hereinafter: PSPV). In case that one or more Contractor's employees do not pass the test as required by law, the parties shall discuss on the relevant actions. If the Parties cannot agree on these actions, the Customer is entitled to decide whether the Contractor shall be obliged to replace the employee(s) in question within 14 Days with equivalent persons who meet the requirements. If the Contractor fails to make a replacement, the Customer has right to terminate the Agreement without notice. In the event of a termination, Customer shall pay to Contractor all amounts that were due at time of termination.
131. The Parties take notice that this Agreement falls under the supervision of the Swiss Federal Audit Office (art. 8 and art. 10 FKG, SR 614.0).
132. The Parties take all necessary measures to avoid bribery related to the transactions under this Agreement, so that in particular no benefits or other advantages are offered or accepted

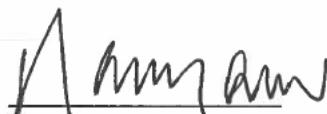
by a Party or its representatives in breach of Swiss law. The Contractor acknowledges that a breach of the integrity clause will generally be a substantial breach pursuant to provision 110 of this Agreement and the Customer has the right to terminate the Agreement without notification period.

133. The failure of any Party to enforce a provision of this Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights and under no circumstances affect the validity of this Agreement. The waiver of any claim for breach of this Agreement by a Party shall not be deemed as a waiver of any claim pertaining to another, prior or subsequent breach.
134. If any provision of this Agreement shall be or become invalid or illegal, this shall not affect any other part or provision of this Agreement and the Parties shall then negotiate a valid substitute provision that best reflects the purpose of the invalid/illegal provision.
135. This Agreement may only be amended or abrogated in written form.
136. The Parties undertake not to assign the rights and obligations granted to them in this Agreement to third parties without the written consent of the other Party unless explicitly agreed otherwise in this Agreement. This Agreement may only be assigned to third parties with the written consent of both Parties.
137. Important notices concerning this Agreement shall be given by registered letter or in advance by e-mail with simultaneous confirmation by registered letter to the other Party. The Parties may change their addresses for service at any time, in which case the notification of the change shall be made in accordance with this provision. Deadlines stipulated in this agreement shall be deemed to have been met if the notice subject to the deadline is posted (date, time of postmark) at a post office before 24.00 hours on the last Day of the deadline or, in the case of delivery, is handed over to the other Party. The usual correspondence for the execution of this Agreement shall be made by simple writing (namely by e-mail).
138. Each Party shall bear its own taxes and duties incurred in connection with this Agreement. The costs incurred or to be incurred in connection with the preparation and execution of this Agreement (including the procurement of the documents necessary for its execution) shall be borne in each case by the Party incurring the costs.
139. In accordance with Swiss Law, certain provisions under this Agreement survive termination or cancellation of this Agreement or completion of Works, including (not limited to): Taxes and Duties; Customer liquidated damages; Compliance with Laws, Codes and Standards; Warranties; Indemnifications; Limitation of Liability; Dispute Resolution and Governing Law and Confidentiality.
140. This Agreement shall be executed in duplicate, one copy for each Party.

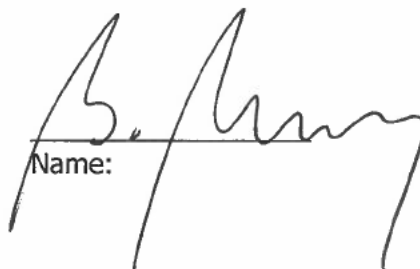
(The signatures are on the following page)

For and on behalf of

Schweizerische Eidgenossenschaft represented by Eidgenössische Departement für Umwelt, Verkehr, Energie und Kommunikation (UVEK)



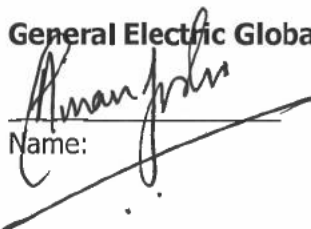
Name:



Name:

For and on behalf of

General Electric Global Services, GmbH



Name:

AMAN JOSHI

Name: