GENERAL ELECTRIC SERVICE BULLETIN 310

for

THE CITY OF RIVERSIDE

Proposal Number: Z6EHU23557001 R1

Dated: Decemeber 15, 2022

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GE Power – Power Services

Christina Diaz
Sr. Customer Satisfaction Leader
GE Packaged Power, LLC.
16415 Jacintoport Blvd.
Houston, TX
77015 US

T: 281.7401.0101
E: christina.gutierrez-diaz@ge.com

Decemeber 15, 2022

The City of Riverside
Public Utilities Department
3900 Main Street
Riverside, California 92522

Subject: The City of Riverside LM6000 PC SB 310

To Whom It May Concern,

GE Packaged Power, LLC. (Hereinafter referred to as "Seller") is pleased to provide the The City of Riverside (hereinafter referred to as "City of Riverside" or "Buyer") with this Firm Fixed Price proposal Z6EHU23557001 R1 for implementation of GE LM6000 Service Bulletin LM6000-IND-0310 ("SB-310") High Pressure Compressor Rotor Stages 3 through 5 Blades Dovetail Coating Refurbishment, Revision 1 on two (2) LM6000 PC Gas Turbines located at the Riverside Energy Resource Center.

GE Packaged Power, LLC. provides industry leading repair capabilities through our extensive network of authorized repair sources and state of the art repair development expertise and technologies. We are dedicated in providing cost effective and timely repair solutions. We believe this proposal poses the lowest cost option, while serving the technical needs of City of Riverside at the highest standards.

I look forward to reviewing the benefits of this opportunity with you. If you have any questions about this proposal, please feel free to contact me.

Best Regards,

Christina Diaz

CGutierrezDiaz

Sr. Customer Satisfaction Leader

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Statement of Understanding and Approach

GE Service Bulletin 310, High Pressure Compressor Rotor Stages 3 Through 5 Blades Dovetail Coating Refurbishment includes exchanging current blades with new-make single intensity peened (SIP) blades, PN 682L929G08, or installing a set of overhauled single intensity peened (SIP) blades, PN 738L556G01-OH to reduce the risk of experiencing an edge-of-contact blade dovetail related HPC event.

Approximately 100 man-hours are required to accomplish this Service Bulletin if blades are exchanged in the field via an HPC top-case procedure. GE Field Core, field services team is highly experienced in performing SB 310 on site in accordance with IAW GEK 105059 using the applicable WP's for HPC TOP CASE and STAGE 3-5 BLADE REPLACEMENT. GE Field Core can preform SB310 utilizing (2) FS mechanical technicians, working no more than (4) - 12-hour day shifts per unit.

Note: SB 310 work is usually completed in (3) – 12-hour day shifts given no unforeseen delays, such as but not limited to; Seized-in blade locks that are required to be drilled-out. We have experienced a minimal number of times where drilling out the blade lock is required. This may take longer than normal as it's required to be overly cautious to prevent damage to the rotor.

Company Information

GE Packaged Power, LLC.

Address: 16415 Jacintoport Blvd. Houston, TX 77015 US

GE Packaged Power LLC. point of contact:
Christina Diaz
Sr. Customer Satisfaction Leader

T: 281.7401.0101
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Company Personnel

Field Core a GE company will be performing all required mechanical work.

Field Core West Region Service Manager: Mike Camp C: 661-549-0971
Field Core West Region Resource Manager: Deb Jones T: 661-205-9044

Experience and References

1. **City of Burbank – Burbank Water & Power**
   Address: 320 N Lake St. Burbank, CA 91502-1815
   Nick Hammett - Assistant Power Production Superintendent
   Office: 818-238-3760
   Service Performed: SB 310 was completed on (1) LM6000 by GE – Field Core in 2019

2. **EF Oxnard – Atlantic Power Corporation**
   Address: 550 Diaz Ave Oxnard, CA 93030
   David Nelson – Plant Manager
   Office: 805-385-6375 ext. 3
   Service Performed: SB 310 was completed on (1) LM6000 by GE – Field Core in 2021

3. **Orange Grove Energy L.P.**
   (Owned by J-POWER USA/Operated by NAES)
   Address: 35435 Pala Del Norte Road Pala, CA 92059
   Anthony Moretto – Plant Manager
   Cell: 760-625-6370
   Service Performed: SB 310 was completed on (1) LM6000 by GE – Field Core in 2021

Evidence of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Electric Insurance Company 75 Sam Fonzo Drive Beverly, MA 01915-1000	**CONTACT NAME:** Denise Kelly **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED GE Packaged Power, LLC 16415 Jacintoport Blvd Houston, TX, 77015-6589 United States of America	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Electric Insurance Company* — 21261 **INSURER B :** A.M. Best FSR of A (Excellent), ICR of a+ **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER: 22-11784** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	GL 22-1	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,500,000 $50,000 $10,000 $2,500,000 $5,000,000 Included in Gen Agg. $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	ML 22-2	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,500,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X	X	XS 22-1	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$2,500,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 22-1	1/1/2022	1/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Statutory $2,500,000 $2,500,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solely to the extent required by the underlying contract with the Named Insured, this insurance shall provide coverage on a primary and noncontributory basis and shall contain a waiver of subrogation if made in writing prior to an "occurrence" giving rise to a loss. The policies referenced above have been endorsed to provide the following notice of cancellation to the certificate holder: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer affording coverage, its agents or representatives.

Please see page 2 for additional insureds and any additional language.

CERTIFICATE HOLDER

City of Riverside; Tim Wahl; Tim Wahl
5901 Payton Avenue
Riverside, CA, 92587

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise E. Kelly

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED GE Packaged Power, LLC - Houston (16415 Jacintoport Blvd) 16415 Jacintoport Blvd Houston, TX, 77015-6589 United States of America
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE: 1/1/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Subject to the insurance policy terms and conditions, the above referenced General Liability, Excess Liability, and Automobile Liability policies shall include the Certificate Holder as an additional insured, but only to the extent required by the underlying written contract with the Named Insured that is in place prior to an "occurrence" giving rise to a loss.

5901 Payton Ave, Riverside CA, 92504

GL Coverages:

a. Premises-Operations
b. Products/Completed Operations
c. XCU
d. Blanket Contractual Liability
e. Personal and Advertising Injury Limit
f. Independent Contractors
g. Separation of Insureds / Cross Liability
h. Sudden and Accidental Pollution Liability

Auto Coverages:

a. Symbol 1 - All Vehicles

Excess Liability:

a. Following Form

WC Coverages:

a. USL&H
b. Products/Completed Operations
c. Outer Continental Shelf Lands Act
d. The Workers Compensation policy provides coverage in all states where the insured has operations except for monopolistic states (ND, WY, PR) and states where the insured qualifies for self-insured status (OH, WA)
e. Employers Liability coverage is provided in all states where the insured has operations

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ELECTRIC INSURANCE COMPANY

SUBROGATION AMENDMENT

Endorsement No. 1.24

At the option of the Named Insured upon written demand, given prior to an occurrence which gives rise to a loss, the Company agrees to waive all right(s) of subrogation against any person, firm or corporation having an association or affiliation with the Named Insured at the time of loss through ownership, management or other interest.

The Insured may also release others in contract or agreement from liability to the Insured.

The execution of such waiver shall not operate to prejudice the Insured's rights under this policy in any manner.

This endorsement shall take effect at 12:01 AM on the 1st day of January 2022. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements or limitations of the undermentioned policy other than as above stated.

This endorsement when signed by an authorized representative of the Company and attached to Policy ML 22-2 issued to General Electric Company shall be valid and form part of said policy.

ELECTRIC INSURANCE COMPANY

Countersigned by: Denise E. Kelly
Authorized Representative

Date Issued: 1/1/2022

POLICY NUMBER: ML 22-2

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

Endorsement No. 1.29a

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: General Electric Company
Endorsement Effective Date: January 1, 2022

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing to add as an additional insured, but only to the coverage and minimum limits of insurance required by the written agreement and in no event to exceed either the scope of coverage or limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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ENDORSEMENT NO. 9

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	Per written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above and such person or organization to whom you have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by your negligent acts or omissions and not for liability arising out of the negligence, gross negligence or willful misconduct of the additional insured, unless broader additional insured coverage is expressly agreed to in the written contract or written agreement in the performance of your ongoing and completed operations for the additional insured.

That person or organization shall be referred to as the "Additional Insured."

However:

1. The insurance afforded to such "Additional Insured" only applies to the extent permitted by law;
2. The insurance afforded to such "Additional Insured" will be limited by and not be broader than the minimum indemnities, obligations, the scope, and duration required by the written contract(s) or written agreement(s) between you and such "Additional Insured," the terms of which are incorporated herein;
3. The written contract or written agreement must be executed prior to the loss
4. Where the "Additional Insured" has more than one written contract or written agreement in place with you, the only written contract or written agreement that shall apply is the written contract or written agreement pertaining to the work, location, or product out of which the loss arises
5. Where the written contract or written agreement requires the Named Insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written contract or written agreement and **Item 4. Other Insurance of Section IV** of this policy will not apply. Where the written contract or written agreement does not specify on what basis the liability insurance will apply the provisions of Item **4. Other Insurance of Section IV** of this policy will govern.
6. To the extent that the "Additional Insured" would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the "Additional Insured;" and
7. The insurance afforded to such "Additional Insured" is subject to and shall not exceed the terms and the conditions of this policy.

B. With respect to the insurance afforded to the "Additional Insured", the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the "Additional Insured" is required by a written contract or written agreement, the most we will pay on behalf of the "Additional Insured" is:

1. The minimum amount of insurance required by the written contract or written agreement; or
2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

ENDORSEMENT NO. 48

AMENDMENT OF COMMERCIAL GENERAL LIABILITY CONDITIONS

It is hereby understood and agreed that Section IV – Commercial General Liability Conditions, is amended to include the following:

10. Waiver of Subrogation

The insured may release others in written contract or written agreement from liability to the insured and may also waive right of subrogation of the Company against such third parties, provided:

1) the release or waiver is required under such written contract or written agreement; and
2) such written contract or written agreement is executed prior to an "occurrence" which gives rise to a loss.

The execution of such release or waiver shall not operate to prejudice the insured's rights under this policy in any manner.

Any waiver of such right(s) of subrogation shall only apply to the extent permitted by law and will be limited by and not be broader than the minimum indemnities, obligations, the scope, and duration required by the written contract(s) or written agreement(s) between you and your contractual counterparty.

Where the contractual counterparty has more than one written contract or written agreement in place with you, the only written contract or written agreement that shall apply is the written contract or written agreement pertaining to the work, location, or product out of which the loss arises.

At the option of the "Named Insured," upon written demand, the Company agrees to waive all right(s) of subrogation against any person, firm, or corporation having an association or affiliation with the "Named Insured" at the time of loss through ownership, management or other interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract if the release or waiver is in writing and if it is given prior to an occurrence which gives rise to a loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 1/1/2022 Policy No. WC 22-01 Endorsement No. 8
Insured General Electric Co. Premium TBD

Insurance Company Electric Insurance Co. Countersigned by Dennis E. Kelly

WC 00 03 13
(Ed. 4-84)

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Workscope

Service Bulletin 310 Kit High Pressure Compressor (HPC) 3-5 Blades with refurbished/new blades

This proposed solution has parts and services to implement and execute replacement of the High-Pressure Compressor stage 3, 4 and 5 on LM6000 PC Unit 1 (ESN 191-525) & Unit 2 (ESN 191-534)

Price

Replacement of HPC 3-5 Blades with Service Bulletin 310 Kit – Firm Fixed Price for 2 units

Item	Qty	Description	Firm Price
1	2	**Service Bulletin 310 Stage 3,4 and 5 Blade Replacement (Per Engine)** • 75% Discounted materials per Fleet program 2261 • GE accepts 100% fall out of compressor blades • Kit can be comprised of new SIP and overhauled refurbished compressor SIP blades • Includes shipping of tooling & materials to site. **Consumables Parts, Weights, and Locking Lugs (Per Engine)**	**Lumpsum**
2	2	**Field Service Labor (Per Engine)** • Two (2) Field Service mechanics to execute SB310 per GEK 105059 • (12hrs per shift), maximum 4 shifts to complete entire scope. • Includes specialty tooling per WP 2413 ** All FS labor includes mobilization, travel and per diem	**Lumpsum**
		Estimated Tax – 8.75 % ($100,000– Parts Kit Value 2 units)	**$ 8,750.00**
		Total Amount (2 Engines) Less Tax ESTIMATE	**$ 138,350.00**

Notes:

- Pricing is Firm Fixed for the above work scope. Any additional parts, materials or labor required due to incremental scope or Buyer delay will be billed on a Time and Material Basis at Seller's standard rates.
- In order for GE to ensure that Buyer's need for parts is met, Buyer shall provide PO (or intent to issue PO) to GE no less than 120 days prior to outage start date. Please contact your GE representative with any concerns.
- Seller will include consumables to support Service Bulletin 310 HPC blades and necessary materials to facilitate HPC 3,4 and 5 blade replacement. Refer to Attachment 1 for a list of parts.
- This proposal includes all parts required to accomplish SB 310 (assuming no unexpected findings). The pricing in this proposal assumes that all items in the pre-ground SIP blade kit, PN 682L929G08 and 738L556G01-OH are being provided as a rotable kit. The unused HPC Compressor Blades provided by GE in Kit 682L929G08 and 738L556G01-OH shall be returned to GE. The used blades removed from the Buyers engine are to be returned to GE.
- The HPC blades will be provided in either rotable pre-ground blade kit Part Number 682L929G08 or 738L556G01-OH. The kit will consist of either overhauled SIP blades, new SIP blades, or a combination of new and overhauled SIP blades, which will be provided at GE's discretion. **The life expectancy of new and overhauled blades is identical.**
- Scaffolding and/or work platforms are not required for SB-310 Implementation.

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- GE will have a Field Core representative onsite for Gas Turbine start-up on May 09, 2023
- GE will provide final report of work performed and findings no more than 5 business of job completion.
- GE complies with Cal OSHA, state, and local rules and regulations while conducting work at Buyers facility.
- All work is to be completed from May 2, 2023, through May 08, 2023; working hours 0700 hours to 1930, with gas turbine(s) start-up scheduled for May 09, 2023. Barring any unforeseen circumstances.
- Seller will take title to the returning used HPC 3,4 and 5 blade materials upon removal of Buyer's materials. Buyer warrants to Seller and its successors and permitted assignees that the title to the Parts are free and clear of all liens and encumbrances on the date of transfer and Buyer will defend such title forever against all claims and demands. Buyer further warrants to Seller that Buyer is the beneficial owner of the removed Parts, and that Buyer has full right, power, and authority to execute this Bill of Sale.
- To retain the Fleet Program 2261 discount of 75% on the rotable blade kit provided, all used and unused blades must be returned to GE.
- Seller will not accept non-OEM hardware from Buyer as part of Fleet Program 2261 or any rotable exchange. In the event that non-OEM hardware is removed from a Buyer's unit, all Fleet Program and/or rotable exchange pricing is null & void, and Buyer will be billed then-current Purchase Prices of the hardware.
- Return shipment of the referenced unused new and used blades are included in this pricing of this proposal. Seller will provide necessary documentation to return all blades and coordinate return shipment to GE.
- Seller is responsible for transportation of consumables and Service Bulletin 310 hardware to site.
- This offering provides the Buyer with minimal down time and able to schedule outages based on material availability.
- Field service work is assumed to be completed without standby or delays. Any delays and / or additional workscope due to Buyer's request will be billed at the current GE time and material rates.
- It is the Buyer's responsibility to complete lock out tag out of equipment to ensure it is safe to perform prescribed workscope.
- Buyer is to support with (1) site contact employee during outage activities.

Payment and Commercial Terms

Payment Terms

Seller will invoice Buyer after the completion of each installment for the percentage amount due. Payment terms from invoice date are shown in the tables below.

Installment Description	Percentage of Price Due (Billed Per Engine)
PO Acceptance	25% of the Lump Sum Price Item 1 – Net 30 Days
Hardware Shipment	To 75% of the Lump Sum Price Item 1 – Net 30 Days
Completion of Field Services	To 100% of the Lump Price Item 2 Upon Completion of Field Services – Net 30 Days

Delivery and Title Transfer

Delivery of the parts and services will be DAP destination to Buyer's (Site/Port of Import) per INCOTERMS 2010. Title Transfer will be per the following applicable clause.

- Title Transfer and Risk of Loss to rotable(s) and material shall occur upon commencement of unloading of Goods at the delivery destination specified in the Order
- Title Transfer and Risk of Loss for Services provided shall pass from Seller to Buyer as the work is performed

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Seller will take title to the returning rotable assets upon departure from Buyer's (Site). Buyer warrants to Seller and its successors and permitted assignees that the title to the Parts are free and clear of all liens and encumbrances on the date of transfer and Buyer will defend such title forever against all claims and demands. Buyer further warrants to Seller that Buyer is the beneficial owner of the removed Parts, and that Buyer has full right, power, and authority to execute this Bill of Sale.

Buyer will be responsible for any tax for the Seller's rotable(s) or materials.

Terms and Conditions of Sale

The included Terms and Conditions, Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019, shall be the controlling documents of this Proposal # Z6EHU23557001 R1 dated Decemeber 15, 2022. Buyers Purchase Order must clearly state such when submitted. Upon proposal acceptance, Seller to renegotiate Master Terms & Condition as required with Buyer and upon updated terms completion, such Master Terms & Conditions shall hereto supersede Proposal # Z6EHU23557001 R1.

Sale of parts and/or services identified in this Proposal is expressly conditioned on the Buyer's assent to the terms and conditions attached hereto which shall be the only applicable terms and conditions for this transaction. These terms and conditions shall be exclusive and in lieu of any and all terms and conditions appearing on the face or the reverse side of any purchase order, acknowledgment of this order, work order or other document that may be submitted by the Buyer at any time related to this transaction. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically assented to in writing by Seller's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and Seller's performance of work shall constitute assent to Seller's terms and conditions.

With respect to (i) non-OEM material or OEM Material that has been repaired with a process or by a service provider, that is not authorized by the OEM for those specific parts ("Alternate Material"), (ii) OEM material that has been previously operated in conjunction with Alternate Material, or (iii) any material, whether OEM, or Alternate Material or OEM material that has been previously operated in conjunction with Alternate Material, that is provided by the Buyer to install as part of the Parts or Services supplied herein ("Buyer Supplied Material"), the Parties hereby acknowledge and agree that Seller shall not be obligated to install, reinstall or reuse any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein. If Seller does agree, however, to incorporate any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein, those material will not be covered by any warranty conditions, either express or implied. Buyer further acknowledges and agrees that Seller shall be released from any and all liability associated with the types of material mentioned in (i), (ii) or (iii) above and Buyer shall indemnify, defend, and hold the Seller harmless from and against any and all liability arising out of claims made by a third party related to the types of material mentioned in (i), (ii) or (iii) above. Notwithstanding the foregoing, to the extent that Seller, in its sole discretion, is able to re-repair OEM Material that has previously been repaired with a process or by a service provider that is not authorized by the OEM for those specific parts, then Seller's normal warranty shall apply to only those parts that have been re-repaired and reused. "Outside Services" means those parts, materials, labor, and services, including craft labor, which are manufactured by and/or performed by subcontractors or other third parties, including Seller Affiliates, outside of Sellers Service Center Repair Facility.

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Optional Add-On SB 213 Workscope:

Service Bulletin 213 High Pressure Compressor Stator Stages 3 Through 5 Variable Stator Vane Bushings Replacement

This proposed solution has parts and services to implement and execute replacement of the High-Pressure Compressor stage 3, 4 and 5 VSV Bushings on LM6000 PC Unit 1 (ESN 191-525) & Unit 2 (ESN 191-534). Pricing below is for all hardware and tooling associated to SB213 implementation and Field Service cost is incremental cost assuming SB 310 is performed during this outage.

Price

High Pressure Compressor Stator Stages 3 Through 5 Variable Stator Vane Bushings Replacement – Firm Fixed Price for 2 units

Item	Qty	Description	Firm Price
1	2	**Service Bulletin 213 Stage 3,4 and 5 VSV Bushing Replacement (Per Engine)** • 55% Discounted materials • Includes shipping of tooling & materials to site. Including all Consumables Parts (Per Engine)	**Lumpsum**
2	2	**Field Service Labor (Per Engine)** Two (2) Field Service mechanics to execute SB213 per GEK 105059 (12hrs per shift), maximum 3 shifts to complete entire scope. • Includes specialty tooling per WP 1412 00 • ** All FS labor includes mobilization, travel and per diem	**Lumpsum**
		Estimated Tax – 8.75 % ($91,460– Parts Kit Value 2 units)	**$ 8,003.00**
		Total Amount (2 Engines) Less Tax ESTIMATE	**$ 125,460.00**

Notes:

- SB 213 CANNOT be performed simultaneously on the same engine with SB 310
- An additional 2 Field Service Mechanics working 3-day shifts is required per engine to complete SB 213
- Pricing is Firm Fixed for the above work scope. Any additional parts, materials or labor required due to incremental scope or Buyer delay will be billed on a Time and Material Basis at Seller's standard rates.
- In order for GE to ensure that Buyer's need for parts is met, Buyer shall provide PO (or intent to issue PO) to GE no less than 120 days prior to outage start date. Please contact your GE representative with any concerns.
- Seller will include consumables to support Service Bulletin 213 HPC Variable Stator Vane Bushing replacement and necessary materials to facilitate implementation.

EXHIBIT C

Disclosure Questionnaire

DISCLOSURE QUESTIONNAIRE

The Company shall complete the following questionnaire:

1. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

   Yes _____ No ✓

   If the answer is yes, explain the circumstances in the following space.

2. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company?

   Yes _____ No ✓

   If the answer is yes, explain the circumstances in the following space.

3. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years.

   Yes _____ No ✓

   If the answer is yes, explain the circumstances in the following space.

4. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, have any past or current business and personal relationships with any current Riverside elected official, appointed official, City employee

or family member of any current Riverside elected official, appointed official or City employee?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

5. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, had a contract terminated for default of cause?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

6. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization of governmental entity?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

7. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been convicted of a felony or is currently under indictment on any felony charge?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

Proposal Submission and Acceptance

This Proposal is submitted in confidence for evaluation by Buyer. Its contents are proprietary to Seller. By taking receipt of this Proposal, Buyer agrees not to reveal its contents in whole or in part beyond those persons in its own organization necessary to properly evaluate this Proposal or to perform any resulting contract. Buyer shall not reveal the contents of this Proposal to a third party or make copies of this Proposal without the prior written consent of Seller. Buyer shall return this entire Proposal to the undersigned if Buyer does not accept this Proposal.

GE sincerely appreciates this opportunity to provide you with this Proposal and are willing to discuss any issues and resolve them on a mutually acceptable basis as you progress through your bid evaluation. Please contact Christina Diaz at 281.740.0101 (cell) for assistance with this Proposal.

Purchase Order Issuance

Should this proposal meet the Buyer's requirements and the Seller is the choice of repair vendor, Buyer shall issue a Purchase Order to Seller, which must meet the following requirements:

1. The entity invoicing for this work as Seller is:

   GE Packaged Power, LLC.

   16415 Jacintoport Blvd.

   Houston, TX 77015

   ATTN: Christina Diaz

   Please email to: christina.gutierrez-diaz@ge.com

   Please issue your Purchase Order to this GE Legal Entity. Please also make reference to the proposal number **Z6EHU23557001 R1** as indicated on the cover page.

2. The following legend should appear on the first page of the Purchase Order: "This Purchase Order is issued to **GE Packaged Power, LLC**. and is governed by the terms and conditions referenced in GE proposal number Z6EHU23557001 R1 and which terms and conditions are the only terms and conditions that apply to this Purchase Order".

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Submittal Details

This proposal submitted by:

Name: Christina Diaz

Title: Sr. Customer Satisfaction Leader

For: GE Packaged Power, LLC

Date: Decemeber 15, 2022

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Parts		
PN	**Description:**	**Qty for 1 Eng**
1333M60P02	SPACER	2
9146M80P05	SLEEVE,ACTU ARM	28
L46032P01	GASKET,B SUMP	1
9057M92P11	GASKET,SQUARE	1
9608M08G48	GASKET, SEAL	3
J221P226	PACKING, PREFORMED	1
J219P05	GASKET	2
J221P126	PACKING	2
9057M92P10	GASKET,SQUARE	1
J219P06	GASKET	2
MS27196-32	SEAL	2
MS27196-24	GASKET	1
2032M95G17	Locking Lugs	2
2032M95G13	Locking Lugs	2
2032M95G12	Locking Lugs	2
9193M20P01	Balance Weight S3	5
9396M16P01	Balance Weight S4	5
9396M16P02	Balance Weight S5	5
682L929G02 or 738L556G02-OH	Preground Blade Kit	1
J644P12B	BOLT	2
J644P14B	BOLT	2
9654M24P01	WASHER	4
J414P034A	BOLT DBL-HPC	4
705B734P13	WASHER FL	4
J201P02	NUT-SLFLKG-HEX	2
9609M13P02	GUIDE, LEVER	2
9609M88P04	BUSHING	2
9627M62P02	PIN, STRAIGHT	2
J201P04	NUT,SLFLKG-HEX	2
AN960C616	WASHER	2
635E901P03	NUT	1
9628M16P02	BOLT	1
J815P027B	BOLT,SHEAR	2

Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019

NOTICE: Sale of any Products and/or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"**Buyer**" means the entity to which Seller is providing Products and/or Services under the Contract.

"**Contract**" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"**Contract Price**" means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

"**Derivative Works**" means: (a) any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright or other intellectual property right to such pre-existing works, would constitute an infringement of such copyright or other intellectual property right, and/or (b) any compilation that incorporates such pre-existing works.

"**Hazardous Materials**" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"**Insolvent/Bankrupt**" means that a party is insolvent, makes an assignment for the benefit of its creditors, has an administrator, receiver, liquidator or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"**Products**" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"**Seller**" means the entity providing Products or performing Services under the Contract.

"**Services**" means the services Seller has agreed to perform for Buyer under the Contract.

"**Site**" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"**Terms and Conditions**" means these "Products and/or Services Terms and Conditions", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

"**USD**" means United States Dollars.

2. Payment

2.1 Buyer shall pay Seller for the Products and/or Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without deduction, withholding or set-off for any payment or claim, within thirty (30) days from the invoice date. If the Contract Price is less than two hundred fifty thousand USD ($250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is two hundred fifty thousand USD ($250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and/or Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that the Contract Price for remaining Services is invoiced as they are performed and ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law if it is less. If the price is set by the Contract in a currency other than USD, references to USD in this Section 2.1 shall mean the equivalent amount in the applicable currency.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving any Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of time to durations or periods of time (if any) expressly agreed to by the Parties in the written schedule for performance and/or completion of the Services or any parts thereof. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately upon clearance of Products for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Buyer may not use any third party vendor for providing customs clearance services until Seller has approved such party prior to shipment of the Parts. Notwithstanding the foregoing, Seller grants only a non-exclusive license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

4.6 Except as otherwise expressly agreed to by the Parties in writing, acceptance of Products shall be deemed to occur upon delivery and acceptance of Services, upon performance.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications incorporated into the Contract.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery; and the warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days (as applicable, the "Warranty Period").

5.3 If Products and/or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the applicable Warranty Period. Within seven (7) days' of receipt by Seller of notice from Buyer specifying a potential warranty claim, Seller will give written notice to Buyer of when and how Seller will

correct and remedy the Defect and provide a schedule outlining timelines. Seller shall (i) at its option, promptly repair or replace defective Products and (ii) re-perform defective Services. Seller shall diligently pursue corrective action using commercial best efforts. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and/or Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable Warranty Period. Seller's warranty obligations exclude the repair or replacement of any damaged parts or Products other than the initially failing part which caused the damage. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products and/or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based upon the failure of or defect in Products or Services, whether the claim is based in contract, negligence, statute, or any tortious/extra-contractual liability theory, strict liability or otherwise. The foregoing warranties in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure. In addition, prices for Products and/or Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and/or Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. . Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products and/or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products and/or Services that have been modified, or revised, (b) the combination of any Products and/or Services with other products and/or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products and/or Services, or (e) Products and/or Services made or performed to Buyer's specifications.

7.3 Should any Product and/or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product and/or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products and/or discontinue infringing Services and refund the price received by Seller attributable to the infringing Products and/or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and/or Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

7.6 Buyer will not itself, and will not allow any party (including Buyer Affiliates) to: (i) reverse engineer Products or Services (including any Seller monitoring or data analysis by Seller), (ii) prepare Derivative Works from, alter, modify, disassemble, reverse engineer, reverse assemble, de-compile, or otherwise attempt to reconstruct, discover or derive the object or source code of any software licensed to Buyer by Seller under this Contract (including any third party software); (iii) permit or otherwise grant any third-party access to Products, Services or software for such purpose, even if such third party is performing any corrections, bug fixes and updates.

7.7 Products furnished by Seller under this Contract shall not be installed, used, or made available for use in any equipment other than the equipment specified in the Contract at Buyer's Site. Buyer warrants that such equipment, and the Site, is under its ownership and control, and agrees to inform Seller forthwith should this cease to be the case at any time before expiry of the Warranty Period.

7.8 Buyer agrees to pass on the restrictions and obligations under Sections 7.6 and 7.7 to any affiliates or third parties who have obtained or may obtain access to the Products or Services and shall be fully liable for any breach of this Article 7 by its affiliates or third parties, as if it had committed such breach itself.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

9.1 **General Provisions**. Prior to the Buyer's execution of this Agreement, Seller shall provide Certificates of Insurance of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein.

9.1.1 **Limitations**. These amounts of coverage shall not constitute any limitation or cap on Seller's indemnification obligations.

9.1.2 **Ratings**. Any insurance policy or coverage provided by Seller or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

9.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Buyer by certified or registered mail, postage prepaid.

9.1.4 **Adequacy**. The Buyer, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Seller pursuant to this Agreement are adequate to protect Seller. If Seller believes that any required insurance coverage is inadequate, Seller may obtain such additional insurance coverage as Seller deems adequate, at Seller's sole expense.

9.2 **Workers' Compensation Insurance**. By executing this Agreement, Seller certifies that Seller is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Seller shall carry the insurance or provide for self-insurance required by California law to protect said Seller from claims under the Workers' Compensation Act. Prior to Buyer's execution of this Agreement, Seller shall file with Buyer a certificate of insurance showing that such insurance is in effect, or that Seller is self-insured for such coverage. Any certificate filed with Buyer shall provide that Buyer will be given ten (10) days' prior written notice before modification or cancellation thereof.

9.3 **Commercial General Liability and Automobile Insurance**. Seller shall maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Seller against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by or on behalf of Seller. The Buyer, and its officers, employees and agents, shall be named as additional insureds under the Seller's insurance policies, but only to the extent of Contractor's indemnification obligations for third party damages as stated under this Agreement.

9.3.1 Seller's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount of

$1,000,000 per occurrence and a general aggregate limit in the amount of $2,000,000.

9.3.2 Seller's automobile liability policy shall cover both bodily injury and property damage in an amount of $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Seller's automobile and/or commercial general liability insurance policies shall cover all vehicles used by Seller in connection with Seller's performance of this Agreement, which vehicles shall include, but are not limited to, Seller owned vehicles, Seller leased vehicles, non-Seller owned vehicles and hired vehicles.

9.3.3 Prior to Buyer's execution of this Agreement, original certificates evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Buyer and shall include the Buyer and its officers, employees and agents, as additional insureds, but only to the extent of Contractor's indemnification obligations for third party damages as stated under this Agreement. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, but only to the extent required by the underlying written contract with the Named Insured that is in place prior to an "occurrence" giving rise to a loss.

9.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the Buyer and its sub-Seller, employees, officers and agents to the extent they are an additional insured.

b. Not used.

c. The policy shall specify that the insurance provided by Seller will be considered primary and not contributory to any other insurance available to the Buyer and Endorsement No. CG 20010413 shall be provided to the Buyer to the extent they are an additional insured .

9.4 Not used.

9.5 **Subcontractors' Insurance.** Seller shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, and Automobile liability. Upon Buyer's request, Seller shall provide Buyer with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

10. Schedule and Excusable Events

10.1 Any durations or periods of time quoted on the schedule or otherwise agreed for performance, delivery and/or completion of the Services or delivery of Products shall be regarded as estimated only. In addition, delivery times are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. In the event Seller agrees in writing to guaranteed performance, delivery and/or completion times and specific sums as liquidated damages for late performance, delivery or completion, any such liability for damages shall only commence when the period of delay exceeds the guaranteed date or time by 14 (fourteen) calendar days and liquidated damages may be applied and be levied only from that 14th day onwards. Payment of liquidated damages shall be in full and final settlement of any and all liability of the Seller for delays under the Contract and shall be Buyer's sole and exclusive remedy for failing to achieve the performance, delivery and/or completion guarantee. The Seller's maximum aggregate liability for liquidated damages for delay shall in no circumstances exceed 5% (five per cent) of the total amount of the Contract Price paid to the Seller.

10.2 Seller shall not be liable and shall not be considered in breach of any obligations to supply manpower, deliver Products or to perform, deliver or complete the Services or any parts thereof within specified durations or periods or by a specified time) if it is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers or for any period of suspension under Section 11.3. If any such cause or excusable event occurs, the schedule for Seller's performance shall be adjusted accordingly and dates or times stated in the schedule for performance and/or completion of the Services shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products and/or Services completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and/or Services and 15% of the Contract Price applicable to all other uncompleted Products and/or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products and/or Services.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Seller under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products and/or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 Except for claims of personal injury or property damage from a third party to the maximum extent permitted by applicable law, the total liability of Seller for all claims arising from or related to the formation, performance or breach of this Contract, or provision of any Products and/or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand USD (US $10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 Buyer will not supply Products and/or Services to any third party, or use Products and/or Services other than at the Site owned by Buyer. In case of non-compliance, Buyer shall (i) indemnify and defend Seller from and against any and all claims by, and liability to, any third party to whom Products and/or Services are supplied, and (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by the provisions of Article 7 and all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, negligence, statute, indemnity, tortious/extra-contractual liability theory, strict liability or otherwise.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of California if Buyer's place of business is in the U.S. or (ii) England and Wales, if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law").

16.2 All disputes and, to the maximum extent permitted by applicable law, all non-contractual obligations arising in any way whatsoever out of or in connection with this Contract arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with one of the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either appropriate state court of Riverside County, California (and Buyer hereby consents to be subject to such California federal and state jurisdiction) or the location of Buyer's principal place of business; or

(b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules (the "Rules"). The seat of arbitration shall be in London, England. The arbitration shall be conducted in English. The decision of the arbitrators shall be final and binding upon the parties.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order (but not monetary damages), or to seek interim or conservatory measures.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Products and/or Services Terms and Conditions" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended, in whole or in part, for application (and will not be used) in connection with or nearby any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products and/or Services for any such purposes, without the advance written consent of Seller.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and/or Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability), this Contract is only for the benefit of the parties and not for any third parties.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. U.S. Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and/or Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products and/or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

GE Power

Standard rate sheet

Global field services for aeroderivative gas turbines

Effective September 1st, 2022

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

GE's global services network is designed to anticipate and respond to our customer's needs throughout the life cycle of GE's LM* engines and packages. GE's worldwide services team supplies the highest quality parts, tools and technical support which is closely tied to our service engineering teams. This may result in higher availability and lower costs for you, our customer. Please contact your service manager for any of your service needs, 24 hours a day, 7 days a week.

Offerings

GE's global services network is dedicated to responding to your needs in an expedient manner. Our field service offerings help decrease your downtime and provide a lower cost operation by providing full technical coverage for your engine and package. Our services include but are not limited to: Periodic inspections of the engine and package, hot section inspections, generator test and inspection, trim balances, vibration surveys, performance testing, controls calibration, and all level 1 & 2 maintenance.

In response to our customers' request for flexibility in commercial offerings, GE's global services network now provides the option for (FFP) Firm Fixed Pricing on many work scopes.

Technical Assistance

	Labor Rate Per Hour			Incremental Charges		
Rate Classification	Straight Time	Over Time	Double Time	High Security Areas	Emergency Call-Out	Offshore/ Man Camps
Field Representative	$304	$456	$608	25%	20%	20%
Specialty Field Rep	$435	$653	$871	25%	20%	20%
Site Manager	$447	$671	$895	25%	20%	20%
Mobilization Fee	$453					

All charges are USD/HR

*Trademark of General Electric Company

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

GE's global services network provides multiple levels of technical support for your aeroderivative gas turbines as follows:

Field services representative

Perform the maintenance action as well as provide technical advice based on good engineering, manufacturing, installation and operation practices applicable to the equipment. Such services also include testing, adjustment, and installation and start-up. Field engineering services does not include supervision of purchaser's agents or other contractors.

Specialty field representative

May be any of the following:

- Gas turbine DLE mapper: Specialist skilled in methods required for adjusting the dry low NOx system to help optimize gas turbine emissions and life expectancy of combustion system components.
- Laser alignment: Specialists utilizing GE proprietary digital laser alignment equipment, technology, and fleet data, to help optimize internal component alignment and potentially provide significant reductions in outage duration over conventional alignment methods.
- Controls programming
- Boro-blend: Specialists trained at blending damage to the HPC/LPC blades through the borescope ports.
- Excitation: Specialists skilled in the start-up and troubleshooting of excitation systems interfacing circuits, breakers, and Power systems.
- Vibration: Specialists experienced in vibration data acquisition, vibration machinery diagnostics, rotor balance analysis, and recommendations on installation of balance weights.
- Diagnostics: Specialists skilled in performance diagnostic tests

Site manager

Manages all aspects of GE's field services work and coordinates all GE activities on site.

Notes:

Applicable rates

The normal work week is five consecutive eight-hour days (typical to specific countries, contact your regional customer service manager. Time in excess of the normal workday/work week will be billed at the overtime rate. Over Time (OT) applies to billable hours on Saturdays and normal workday hours greater than 8 hours and less than 12 hours. Double Time (DT) applies to billable hours on Sundays, holidays and normal workday hours greater than 12 hours.

Minimum charge

A minimum charge of 4 hours straight time plus per diem and travel expense is charged for any service job. Offshore vessels or rigs and work in isolated areas with man-camps will be charged a minimum 12 hours per day.

Mobilization fee

Mobilization fee consists of basic job preparation including but not limited to: normal risk assessments or method statements; environmental, health and safety preparation; tooling and resource coordination and restocking. This fee is invoiced on a per dispatch basis in the amount of $453.

Waiting time/standby time

If the field service technician is requested to wait at the site location, waiting time will be charged at minimum 8 hours per day at the applicable rate (i.e., standard rates including applicable multipliers) as set forth in the rate sheet. If the customer does not request the technician to wait, no charges will be due, the technician will not be available to work and, the technician is considered un-assigned and free to be assigned to other projects. Waiting time on offshore floating vessels, stationary rigs, and at isolated sites with man-camp living facilities will be charged a minimum 12 hours per day. To minimize travel expenses, non-working days scheduled in advance, such as weekends or holidays selected as non-working days, will not incur minimum hourly charges but the per diem will still apply.

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

Working hours

Individual maximum working hours are 12 hours per day not to exceed 84 hours per fiscal week. Exceptions to the maximum 12-hour workday must be agreed to PRIOR to work commencing with the regional customer service manager up to a maximum of 14 hours per day per individual (followed by an appropriate 10-hour rest cycle) but not to exceed 84 hours per week. Unless otherwise contracted, working hours do not include the following: lunch or daily travel less than 30 minutes per leg between lodging and work location. Contact your local regional field service office for further clarification. In situations where local regulations or customer policies exist regarding on-duty limitations, the more conservative procedure shall take precedence.

Travel time

Travel time will be charged at the straight time rate as set forth in the rate sheet, on a round trip basis, from the GE representative's point of dispatch.

Transportation expenses

All transportation (i.e., mileage, airfare, train, taxi, ferry, rental car, etc.) expenses for each dispatch are invoiced at cost plus 15%. Mileage will be invoiced at $1.47 USD/mile when technicians travel to customer site via automobile.

Holidays

Holidays are country specific and double time rates are applicable. A holiday schedule for each country can be provided upon request.

High security area

A region deemed to have a substantial level of security risk inherent with the location will be assessed a minimum 25% security fee on all labor hours.

Living expenses:

Per diem will be billed for any portion of a day worked including travel days. This daily charge is for normal daily expenses such as lodging, meals, laundry, normal communication expenses, fuel for rental car, and reasonable road tolls for all days. Any other daily expenses will be invoiced at cost plus 15%.

- Regular per diem, $253 USD per day per employee
- High cost per diem (Applies when lodging cost is more than $130 USD per night, including taxes/per person), $330 USD per day per employee

Rest and recreation:

Due to local labor laws, Environmental Health and Safety (EHS) regulations or GE policy, field service personnel will need to rotate out of work sites on Rest and Recreation (R&R) after being onsite for a certain duration of time. In such circumstances, costs related to R&R travel will be charged to the customer at the current prevailing rates plus applicable multipliers. If personnel do not travel away from the work site but also do not work on these days, hourly charges will not apply but the per diem rate will be applicable.

Emergency call-out

Dispatch with less than 48 hours' notice will be assessed a 20% emergency call-out fee on labor hours only.

Offshore & man camps

Any labor for work sites located on offshore floating vessels, stationary rigs or in isolated areas with man-camp living facilities, will be assessed a 20% fee for all hours on site.

Purchased materials & contracted services:

Will be billed at cost plus 30%. Purchased materials includes non-Catalog items procured for the project/work location typically from local supply. Contracted Services includes non-GE Aero/non-FieldCore services and includes 3rd party suppliers and other GE owned or affiliated entities (e.g., Bentley Nevada, APM, cranes, testing services, craft labor services, etc.)

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

Tooling Rental fees - Transactional & CSA

GE rents level 1 and level 2 special tools at competitive rates.

These tools are available through your respective Service Manager.

Tooling pricing is based on work scope as listed in tooling rental table (Transactional & CSA). Listed price provides special tooling to complete contracted scope of work for the normal maintenance duration. Tooling required on site beyond the normal duration (1 week) of the contracted scope of work will be assessed a daily fee. GE's technical representative must accompany all rentals of GE tooling assets. Tooling is not rented separately for direct customer use.

Tooling Rental fees - Installation & commissioning

GE rents level 1 and level 2 special tools at competitive rates.

These tools are available through your respective project manager.

Tooling pricing is based on work scope as listed in tooling rental table Installation & commissioning (I&C). Listed price provides special tooling to complete contracted scope of work. Tooling required on site will be assessed a weekly fee. GE's technical representative must accompany all rentals of GE tooling assets. Tooling is not rented separately for direct customer use.

Tooling Rental fees - Transactional & CSA

Shipping fees

All customs, duties and handling fees incurred by GE in the process of importing or exporting tooling or goods on behalf of the customer including excess baggage and customs duties for hand carried items will be invoiced at cost plus 15% handling fee.

Terms and conditions

Customer service support is subject to standard terms and conditions
- Products and/or Services Terms and Conditions (PTSC)

Effectively

These prices supersede all previously published prices for this same service. The prices of additional or newly established service will be available on a quotation basis and may be subject to revision until such time as they are incorporated into the next issue of this price sheet. The prices indicated are list unit prices and are subject to change without notice.

Catalog Workscope	Oracle ERP Code	UOM	Rate
LM6000/LMS100 hot section workscope tooling	APS_FS_HS-LM60-LMS_Daily	Days	$11,700
LM2500/5000 hot section workscope tooling	APS_FS_HS-LM25-50_Daily	Days	$7,571
LM500/1500/1600 hot section workscope tooling	APS_FS_HS-LM5-15-16_Daily	Days	$4,678
Engine or PT exchange workscope tooling	APS_FS_ENG-PTXCHNG_Daily	Days	$3,250
Semi annual package inspection tooling	N/A	Days	$2,660
Annual package inspection tooling	APS_FS_INSP-ANNUAL_Daily	Days	$2,660
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC_Daily	Days	$1,237
Standard package tooling work packages - Shaker, O-scope, precision, Impact, etc.	APS_FS_TOOL-STND_Daily	Days	$595
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR_Daily	Days	$257
Low pressure compressor workscope tooling	APS_FS_LPC_Daily	Days	$2,835
Turbine mid frame workscope tooling	APS_FS_TMF_Daily	Days	$2,835
High pressure compressor workscope tooling	APS_FS_HPC_Daily	Days	$2,835
Borescope or boreblend tooling	APS_FS_BSI-BLEND_Daily	Days	$1,237
Level 1 work package tooling	APS_FS_ENG-LVL1_Daily	Days	$733
Includes engine exchange + LPC + SB220	APS_FS_SB220_Daily	Days	$8,492
Oil system flush (turbine or generator)	APS_FS_Flush_Daily	Days	$840
LMS100 Engine or PT exchange workscope	APS_FS_LMS100XCHNG_Daily	Days	$2,916
LMS100 I&C Tool Conex	APS_FS_LMS_CONEX_Daily	Days	N/A
Other as quoted	APS_FS_TOOL_Other	Days	Quote

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

Tool rental pricing - Transactional & CSA - continued

Catalog Workscope	Oracle ERP Code	UOM	Normal scope rate
LM6000/LMS100 hot section workscope tooling	APS_FS_HS-LM60-LMS_WorkScope	Week	$46,802
LM2500/5000 hot section workscope tooling	APS_FS_HS-LM25-50_WorkScope	Week	$22,713
LM500/1500/1600 hot section workscope tooling	APS_FS_HS-LM5-15-16_WorkScope	Week	$14,034
Engine or PT exchange workscope tooling	APS_FS_ENG-PTXCHNG_WorkScope	Week	$9,749
Semi annual package inspection tooling	APS_FS_INSP-SEMI_WorkScope	Week	$2,660
Annual package inspection tooling	APS_FS_INSP-ANNUAL_WorkScope	Week	$5,319
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC_WorkScope	Week	$3,710
Standard package tooling work packages - Shaker, O-scope, precision, Impact, etc.	APS_FS_TOOL-STND_WorkScope	Week	$1,190
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR_WorkScope	Week	$257
Low pressure compressor workscope tooling	APS_FS_LPC_WorkScope	Week	$8,504
Turbine mid frame workscope tooling	APS_FS_TMF_WorkScope	Week	$2,835
High pressure compressor workscope tooling	APS_FS_HPC_WorkScope	Week	$2,835
Borescope or boreblend tooling	N/A	Week	N/A
Level 1 work package tooling	N/A	Week	N/A
Includes engine exchange + LPC + SB220	APS_FS_SB220_WorkScope	Week	$25,477
Oil system flush (turbine or generator)	APS_FS_Flush_WorkScope	Week	$5,879
LMS100 Engine or PT exchange workscope	APS_FS_LMS100XCHNG_WorkScope	Week	$8,749
LMS100 I&C Tool Conex	APS_FS_LMS_CONEX_Monthly	Month	$10,207
Other as quoted		Week	Quote

Tool rental pricing - Installation & commissioning

Catalog Workscope	Oracle ERP Code	UOM	Rate
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC	Week	$6,183
Standard package tooling work packages - Shaker, O-scope, precision, Impact, etc.	APS_FS_TOOL-STND	Week	$2,975
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR	Week	$1,283
Level 1 work package tooling	APS_FS_ENG-LVL1	Week	$3,666
Oil system flush (turbine or generator)	APS_FS_Flush	Week	$4,200
LMS100 I&C Tool Conex	APS_FS_LMS_CONEX_Monthly	Month	$10,207
LMS100 Engine or PT exchange workscope	APS_FS_LMS100XCHNG	Week	$14,582
Other as quoted	APS_FS_TOOL_Other		Quote

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GE Power is a leading provider of Power equipment, engines and services, focused on Power generation at or near the point of use. GE Power 's product portfolio includes highly efficient industrial reciprocating engines and aeroderivative gas turbines that generate 100 kW to 100 MW of Power for numerous industries globally.

We provide life cycle support for more than 37,000 aeroderivative gas turbines worldwide to help you meet your business challenges and success metrics – anywhere and anytime. GE's global service network connects with you locally for rapid response to your service needs.

Headquartered in Schenectady, N.Y., GE Power employs about 38,000 people around the world.

Imagination at work

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GEA32195

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on this _____ day of _____, 2022.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
~~for~~ Chief Financial Officer

Approved as to Form:

By: _____
Deputy City Attorney

GE PACKAGED POWER, LLC, a Delaware Limited liability company authorized to do business in California

By: _____
Name: SKIGH LEWIS
Title: COMMERCIAL DIRECTOR

By: _____
Name:
Title:

CA# 22-1517
\\rc-citylaw\cycom\wpdocs\d013\p038\00682542.doc

DocuSign Envelope ID: AF8F2772-ED29-4E3D-B0B1-F54C47243B71

GE Packaged Power, LLC
16415 Jacintoport Blvd, Houston,
TX 77015-6589 United States
USA

POWER OF ATTORNEY

Effective as of the date this power of attorney is executed (the "Effective Date"), GE Packaged Power, LLC (the "Company"), a Limited Liability Company organized and existing under and by virtue of the laws of the State of Delaware, United States of America, and having a principal place of business at 16415 Jacintoport Blvd, Houston, TX 77015-6589 United States, hereby appoints and constitutes the following person:

Skigh Lewis - 204047634

as its true and lawful attorney-in-fact ("Attorney-in-Fact"), hereby giving and granting him full power and authority in the name and on behalf of the Company to do the following:

i. To prepare, execute and deliver sales, purchase and consignment contracts on behalf of the Corporation; and

ii. To do any and every act and to exercise any and every power that the undersigned might or could do with respect to the foregoing and which such Attorney-in-Fact, in his judgment, deems necessary and advisable to give effect to the matters contemplated in this POA.

The Company confirms that all acts done and documents executed or signed by Attorney-in-Fact in the proper or purported exercise of such Attorney-in-Fact's powers and/or authorities hereunder shall for all purposes be conclusive, valid, legally binding and enforceable on the Company, its successors and assigns, without countersignature, attestation and without affixation of the corporate seal of the Company.

The following provisions shall govern this power of attorney ("POA"):

1. This POA does not permit Attorney-in-Fact to enter into any borrowing or other similar transaction on behalf of the Company which will result in indebtedness or other similar financial obligation on the part of the Company;

2. This POA does not permit Attorney-in-Fact to open bank accounts on behalf of the Company;

3. Nothing in this POA authorizes Attorney-in-Fact to give or offer any bribe or facilitating payment on behalf of the Company;

4. The powers granted by this POA shall be exercised in compliance with any and all policies and directions established by the management of the Company;

5. All business transacted under this POA on behalf of the Company shall be transacted in the corporate name and all instruments executed by Attorney-in-Fact for the purpose of carrying out the foregoing powers shall contain the corporate name, followed by that of the Attorney-in-Fact and the title "Authorized Signatory" or "Attorney-in-Fact";

6. This POA shall be effective as of the Effective Date and remain in effect as to specific Attorney-in-Fact until the earlier of (i) 2 years after the Effective Date, (ii) this POA being revoked in writing as to such Attorney-in-Fact, and (iii) either, as applicable, (x) such Attorney-in-Fact no longer being employed by the Company or one of its affiliates or (y) if such Attorney-in-Fact is employed by a third party engaged to provide services to the Company, such Attorney-in-Fact no longer being employed by such third party or such third party no longer being engaged by the Company;

7. This POA shall be governed by and construed in accordance with the laws of the State of Delaware; and

8. This POA may be executed by electronic means and a signed copy of this POA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same effect as an original.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this POA on behalf of the Company as of the date set forth below.

GE Packaged Power, LLC

By: DocuSigned by: amol mody C05C872D6FB7479

Name: Amol Mody
Title: Vice President
Date: 6/10/2021