



GE VERNOVA

GE Vernova Operations, LLC

Proposal for

LM6000 Service Bulletin 310

for

The City of Riverside, California

RFP No. 2359

GE Proposal Number: 1676614_R1

Dated: May 7, 2024

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Jim CanonAero Services Sales Manager
11330 Clay Rd
Houston, TX 77041

T 253 468 4877

E-mail james.canon@ge.com

May 7, 2024

Ms. Angela Kilgo
The City of Riverside
Finance-Purchasing Division
Public Utilities Department
3900 Main Street
Riverside, California 92522

Subject: LM6000 Service Bulletin 310 Implementation – City of Riverside RFP #2359

Dear Ms. Kilgo,

GE Vernova Operations, LLC. (hereinafter referred to as “GE” or “Company”) is pleased to provide the City of Riverside (hereinafter referred to as “Riverside” or “City”) this proposal in response to your RFP #2359 for the Replacment of the Stage 3 – 5 HPC blades (SB 310) in your LM6000 Units 3 and 4.

Per the RFP, we have also quote an option to replace the Stage 3 – 5 Variable Stator Bushings (SB 213) on both engines. This option is offered as an adder to the primary SB 310 workscope.

GE has fully reviewed the RFP. As the OEM for this equipment, we have performed hundreds of Stage 3 – 5 Blade Replacements and VSV replacements over the years around the globe. We look forward to entering a contract with the City of Riverside under the Terms and Conditions contained in the agreed-to GE / Riverside Products & Services Terms & Conditions.

Please note that your usual GE Accont Manager – Hector Guzman – is out for a few weeks on paternity leave. I am filling in for him and will be your primary contact during the evaluation up through Hector’s return.

I look forward to hearing from you and your team with any questions regarding our proposal.

Kind Regards,

Jim Canon
GE Vernova Aero Services Account Manager



Statement of Understanding and Approach / Workscope

This proposed solution includes all parts and services required to implement and execute replacement of High-Pressure Compressor stages 3, 4 and 5 blades in the City’s LM6000 Units 3 and 4. Upon completion of the services, the units will be compliant with LM6000 Service Bulletin 310, Rev. 2.

Primary Workscope - Replacement of HPC 3-5 Blades with Service Bulletin 310 Kit

Service Bulletin 310 Stage 3,4 and 5 Blade Replacement - Parts

- GE accepts 100% fall out of compressor blades
- Kit may be comprised of new and / or overhauled refurbished compressor blades at Company’s option.
- All blades will be SIP, whether new or overhauled
- All Consumables, Weights and Locking Lugs are included
- Includes shipping of tooling & materials to site.
- See Attachment 1 for a complete list of materials

Field Service – Service Bulletin 310

- Two (2) Field Service Representatives to execute SB 310 workscope
- Day shift only (12hrs per shift). The work is expected to take eight (8) shifts total to complete the two engines.
- One (1) Representative is provide for start-up.
- The Gas Turbine Package Crane will not be utilized to complete the work.
- Includes
 - Travel Time and T&L expenses during Mobilization and Demobilization of two (2) Field Service Representatives
 - Specialty tooling per WP 2413
 - Tooling Freight

Optional Workscope - Replacement of HPC 3-5 Variable Stator Vane Bushings with SB 213 Kit

Service Bulletin 123 Stage 3,4 and 5 VSV Bushing Replacement - Parts

- All Bushings included. Bushings will be new materal.
- All Consumables are included
- Includes shipping of tooling & materials to site.
- See Attachment 2 for a complete list of materials

Field Service – Service Bulletin 213

- Two (2) Field Service Representatives to execute SB 213 workscope
- Day shift only (12hrs per shift). The work is expected to take one (1) additional shift per engine above the SB 310 work.
- Includes
 - Travel Time and T&L expenses during Mobilization and Demobilization of two (2) Field Service Representatives



- Specialty tooling per WP 1412
- Tooling Freight

Notes:

- This proposal includes all parts required to accomplish SB 310 (assuming no unexpected findings). The provided blades may be new or overhauled at Company's option and pending availability of hardware at the time of execution. Overhauled blades will be provided under Kit #738L556G02-OH. Kit #738L556G02-OH may also contain a mix of new and overhauled blades. New blades will be provided under Kit #682L929G08. The life expectancy of new and overhauled blades is identical
- Due to supply constraints and the uncertainty regarding how many orders GE will receive for SB 310 before the City's anticipated award date, the availability of the blades to meet the schedule in the RFP is uncertain at this time. Barring unusual circumstances, blades are typically allocated in the sequence that the orders.
- The unused HPC Compressor Blades provided by GE in either Kit will remain the property of GE. The used blades removed from the customer's engine are to be returned to GE.
- Company will take title to the returning used HPC compressor 3,4 and 5 materials upon removal of City's materials. City warrants to Company 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 City will defend such title forever against all claims and demands. City further warrants to Company that City is the beneficial owner of the removed Parts and that City has full right, power, and authority to execute this Bill of Sale.
- In order to retain the Fleet Program 2261 discount of 75% on the rotatable blade kit provided, all used and unused blades must be returned to GE.
- Company will not accept non-OEM hardware from City as part of Fleet Program 2261 or any rotatable exchange. In the event that non-OEM hardware is removed from a City's unit, all Fleet Program and/or rotatable exchange pricing is null void, and City will be billed then-current Purchase Prices of the hardware.
- Return shipment of the referenced unused new and used blades are the responsibility of the City. Company will provide necessary documentation to return all blades.
- Company is responsible for transportation of consumables and Service Bulletin 310 hardware to site.
- Field service work is assumed to be completed without standby or delays. The scope above and in the Pricing Section assumes that the work on both engines will be performed consecutively with only one Field Service visit. Any delays and / or additional workscope due to City's request will be billed at the then current GE time and material rates.
- Due to the time required to complete the work, a "weekends only" scope and price has not been provided.
- The optional VSV Bushing Replacement is offered as an *adder* to the SB 310 workscope.



- It is the City’s responsibility to complete lock out tag out of equipment to ensure it is safe to perform prescribed workscope.

Company Information

GE Vernova Operation, LLC (GEVO) is a Limited Liability Company operating as a division of GE Vernova, Inc. (a corporation). GEVO is the Original Equipment Manufacturer (OEM) of the LM6000 and Center of Excellence (COE) for its maintenance.

GEVO’s corporate offices are located at:

Westway Plaza
11330 Clay Rd
Houston, TX 77041

GEVO’s main Service Center is located at:

Aero Alliance
16415 Jacintoport Blvd.
Houston, TX 77015

With a regional Service Facility at:

3300 Unicorn Rd
Bakersfield, CA 93308

Company Personnel

The key personnel involved in the creation of this proposal and in the execution of the contract are as follows:

Hector Guzman	GE Senior Sales Manager	+1 (281) 961 1273
Jim Canon	GE Senior Sales Manager (acting for Hector Guzman)	+1 (253) 468 4777
Christina Diaz	GE Senior Customer Service Manager	+1 (281) 740 0101
Omar Khan	GE Lead Commercial Proposal Manager	
Mike Camp	GE Regional Field Service Director	+1 (661) 549 0971

Names of the GE Field Service Representatives performing the on-site work will be identified when the work is scheduled.

Experience and References

As the OEM, GE has performed countless implementations of Service Bulletin 310. This workscope is considered to be routine for our Field Service team. Recent Western Region customers include:



- Middle River Power (Henrietta and Hanford Sites) - California
- NV Energy - Nevada
- Algonquin Power Sanger, California
- Calpine (multiple sites) - California
- Turlock Irrigation District - California

Evidence of Insurance

Please see Attachment 3 for GE's current Certificate of Insurance with the City of Riverside.

Disclosures

Please see GE's responses in Attachment 5.

Pricing and Commercial

Pricing

Primary Workscope - Replacement of HPC 3-5 Blades with Service Bulletin 310 Kit

Scope Description	Subtotal	Taxes	Total
Service Bulletin 310 Stage 3,4 and 5 Blade Replacement - Parts All Parts and Consumables described above for two (2) LM6000PC's	\$133,213.86	\$10,990.14	\$144,204.00
Field Service – Service Bulletin 310 All Service and scope described above for two (2) LM6000PC's	\$71,816.00	n/a	\$71,816.00
TOTALS	\$205,029.86	\$10,990.14	\$216,020.00

Optional Workscope - Replacement of HPC 3-5 Variable Stator Vane Bushings with SB 213 Kit

Scope Description	Subtotal	Taxes	Total
Service Bulletin 213 Stage 3,4 and 5 VSV Bushing Replacement - Parts All Parts and Consumables described above for two (2) LM6000PC's	\$108,760.28	\$8,972.72	\$117,733.00
Field Service – Service Bulletin 213 Additional Service and scope described above for two (2) LM6000PC's	\$14,550.00	n/a	\$14,550.00
TOTALS	\$123,310.28	\$8,972.72	\$132,283.00

Notes:

- Pricing is Firm Fixed for the above work scope. Any additional parts, materials or labor required due to incremental scope or non-GE caused delays will be billed on a Time and Material Basis at Company's then-current rates.
- The pricing in this proposal assumes that all items in the blade kit are being provided as a rotatable exchange kit. The unused HPC Compressor Blades provided by GE in either Kit will remain the property of GE. The used blades removed from the customer's engine are to be returned to GE.
- In order to retain the Fleet Program 2261 discount of 75% on the rotatable blade kit provided, all used and unused blades must be returned to GE.
- Field service work is assumed to be completed without standby or delays. Any delays and / or additional workscope due to City's request will be billed at the then current GE time and material rates. The Field Service work for SB 213 is priced as an adder to the SB 310 work.

Payment and Commercial Terms

Payment Terms

Company will invoice City after the completion of each installment for the percentage amount due. Payment terms from invoice date are shown in the tables below. All payments are due Net 30 days from Invoice.



Description	Percentage of Price Due
Hardware	100% of the Hardware Price, Upon Delivery
Field Services	100% of the Field Service Price upon Completion of Services

Delivery and Title Transfer

- Delivery of the parts and services will be DAP (Deliver at Place) destination to City’s (Site/Port of Import) per INCOTERMS 2020. Title Transfer will be per the following applicable clause.
- Title Transfer and Risk of Loss to rotatable(s) and material shall occur upon commencement of unloading of Goods at the delivery desitnation specified in the Order
- Title Transfer and Risk of Loss for Services provided shall pass from Company to City as the work is performed

Company will take title to the returning assets upon departure from City's (Site). City warrants to Company 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 City will defend such title forever against all claims and demands. City further warrants to Company that City is the beneficial owner of the removed Parts and that City has full right, power, and authority to execute this Bill of Sale.

City will be responsible for any tax or import duties for the Company’s rotatable(s) or materials. City is also responsible for any tax or export duties to return City’s rotatable(s) to designated service center of the Company.

Terms and Conditions of Sale

GE and the City of Riverside have an active Terms & Conditions Agreement in place. *GE therefore takes blanket exception to the sample Professional Services Agreement contained in the RFP.* This Proposal is based on the terms stated herein and on the terms contained in the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019 (please see Attachment 4).

In the event of any conflict in the terms and conditions between this proposal and the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019, the terms and conditions of the proposal shall govern. Note that the Delivery and Title Transfer terms above differ from the GE / Riverside Agreement and are in the favor of the City.

Sale of parts and/or services identified in this Proposal is expressly conditioned on the City’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, acknowledgement of this order, work order or other document that may be submitted by the City at any time related to this transaction. Any additional or different terms proposed by City are expressly objected to and will not be binding upon Company unless specifically assented to in writing by Company’s authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to



perform work and Company's performance of work shall constitute assent to Company'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 City to install as part of the Parts or Services supplied herein ("City Supplied Material"), the Parties hereby acknowledge and agree that Company 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 Company 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. City further acknowledges and agrees that Company shall be released from any and all liability associated with the types of material mentioned in (i), (ii) or (iii) above and City shall indemnify, defend and hold the Company 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 Company, 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 Company's normal warranty shall apply to only those parts that have been re-repaired and reused.



PROPOSAL SUBMISSION AND ACCEPTANCE

This Proposal will remain valid for 30 days and may be modified or withdrawn by Company prior to receipt of City's acceptance.

This Proposal is submitted in confidence for evaluation by City. Its contents are proprietary to Company. By taking receipt of this Proposal, City 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. City shall not reveal the contents of this Proposal to a third party or make copies of this Proposal without the prior written consent of Company. City shall return this entire Proposal to the undersigned, if City does not accept this Proposal.

Purchase Order Issuance

Please issue your Purchase Order to:

**GE Vernova Operations, LLC.
11330 Clay Rd
Houston, TX 77041
ATTN: Jim Canon**

Please email to: james.canon@ge.com

Please issue your Purchase Order to this GE Legal Entity. Please also make reference to the proposal number **1672676** as indicated on the cover page.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation a California corporation

GE Vernova Operations, LLC

By: _____
City Manager

By: Skigh E. Lewis
Skigh E. Lewis (Jun 17, 2024 12:06 MDT)

[Printed Name]
Skigh E. Lewis

Commercial Director

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: 
Chief Financial Officer

[Printed Name]

Approved as to Form:

[Title]

By: 
Deputy City Attorney

Attachment 1 - SB310 Parts

Line	PN	Description	Qty
1	1333M60P02	SPACER,ACTUATION LEVER	2
2	9146M80P05	SLEEVE,ACTUATION ARM	28
3	L46032P01	GASKET,B SUMP	1
4	9057M92P11	GASKET SQUARE	1
5	9608M08G48	GASKET,SEAL	3
6	J221P226	O-Ring	1
7	J219P05	GASKET,SEAL	2
8	J221P126	O-Ring	2
9	9057M92P10	GASKET SQUARE	1
10	J219P06	GASKET,SEAL	2
11	MS27196-32	GASKET,FLOUROCARBON ELASTOMER	2
12	MS27196-24	GASKET	1
13	2032M95G17	LUG,LOCKING	2
14	2032M95G13	LUG,LOCKING	2
15	2032M95G12	LUG,LOCKING	2
16	9193M20P01	WEIGHT,BALANCE,STG 3	5
17	9396M16P01	WEIGHT BALANCE,STG 4 AND 5	5
18	9396M16P02	WEIGHT BALANCE,STG 4 AND 5	5
19	682L929G08	BLADE KIT, PREGROUND	1
20	J644P12B	MACHINE BOLT	2
21	J644P14B	MACHINE BOLT	2
22	9654M24P01	WASHER	4
23	J414P034A	BOLT	4
24	705B734P13	WASHER,FLAT	4
25	J201P02	NUT,SELF LOCKING	2
26	9609M13P02	GUIDE	2
27	9609M88P04	BUSHING,SLEEVE	2
28	9627M62P02	PIN	2
29	J201P04	NUT,SELF LOCKING	2
30	AN960C616	WASHER,FLAT	2
31	635E901P03	NUT,SELF-LOCKING	1
32	9628M16P02	BOLT	1
33	J815P027B	BOLT	2

Attachment 2 - SB213 Parts

Line	PN	Description	Qty
1	L44860P01	HOUSING,VANE	92
2	L44867P01	HOUSING,VANE	2
3	L44867P03	HOUSING,VANE	2
4	L44860P02	HOUSING,VANE	56
5	L44867P02	BUSHING,STG 3-5	1
6	L44867P04	HOUSING,VANE	1
7	L44861P01	BUSHING,FLANGED	96
8	L44861P07	BUSHING,FLANGED	58
9	L44862P02	WASHER-FLAT	96
10	L44862P03	WASHER-FLAT	58
11	9146M80P03	SLEEVE,ACTUATION ARM	154
12	1855M35P08	BOLT,MACHINE,DOUBLE HEX	10



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED GE Gas Power 58 Charles St Cambridge, MA 02141	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Umbrella is an occurrence-reported policy with retro dates varying by policy.

XS Auto
Effective Date: 01/01/2024 - 01/01/2025

\$5M p/o \$15M x \$10M (Primary)
AXIS Surplus Insurance Company
Policy No: P-001-001298101-01

\$5M p/o \$15M x \$10M (Primary)
RSUI Indemnity Company(RSUI Group, Inc.)
Policy No: NHA105651

\$5M p/o \$15M x \$10M (Primary)
Coaction Specialty Insurance Group, Inc.
Policy No: EX202400004384

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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: GE VERNOVA
Endorsement Effective Date: 01/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: GE VERNOVA, LLC

Endorsement Effective Date: 01/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED TO PROVIDE A WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
Any person or organization as required by written contract or written agreement executed prior to loss. Where there is 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	Only locations pertaining to the 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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract or written agreement executed prior to loss. Where there is 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.	The locations as specified in the 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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 01/01/2024 forms a part of Policy No. WC 049-15-4528

Issued to GE Vernova LLC

By A I U INSURANCE COMPANY

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 any one not named in the Schedule.

Schedule

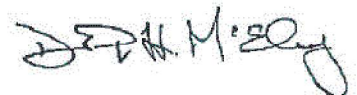
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 01/01/2024 forms a part of Policy No. WC 049-15-4530

Issued to GE Vernova LLC

By A I U INSURANCE COMPANY

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 any one not named in the Schedule.

Schedule

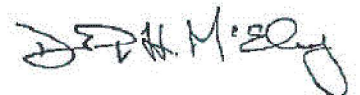
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



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 transship, 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 Addendum 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.



EXHIBIT C

DISCLOSURE QUESTIONNAIRE

The Company shall complete the following questionnaire:

GE Vernova Operations LLC is requesting that the City of Riverside consider the company’s written responses as part of the questionnaire.

GE Vernova Operations LLC (“GEVO”) is a global, diversified services, technology, and manufacturing global business company, solely owned by GE Vernova Inc., with its principal place of business in Cambridge, Massachusetts. GEVO, acting through its Gas Power business, enters into prime and lower-tier government contracts and financial assistance agreements to provide goods and services for defense, energy, power generation and other highly regulated areas.

- 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 X _____

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

GEVO certifies, to the best of its knowledge and belief, that GEVO and its principals are not presently debarred, suspended or proposed for debarment with the federal, state or local government, or otherwise is listed on the General Services Administration’s Excluded Parties List System (EPLS) which is now maintained in the System for Award Management (SAM.gov).

- 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.

In the ordinary course of business, GEVO may be investigated for compliance with regulatory and contractual requirements. We are not aware of any investigation that has had or is expected to have any material adverse effect on GEVO’s ability to perform under any contract, including this proposed transaction. If you have additional questions, please contact the GEVO Sr. Government Contracts Counsel.

- 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 X _____

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

GEVO certifies, to the best of its knowledge and belief, GEVO and its principals have not filed for bankruptcy under any business name over the past five (5) years.

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 X _____

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

GEVO certifies, to the best of its knowledge and belief, GEVO and its principals do not 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.

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 X _____

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

GEVO certifies, to the best of its knowledge and belief, that it has not, within a three-year period preceding this proposal, had one or more public transactions (U.S. Federal, State or Local) terminated for cause or default.

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 X _____

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

GEVO certifies, to the best of its knowledge and belief, that GEVO has not, within a three-year period preceding this proposal, been assessed any penalties, including liquidated damages, under any of its existing or past contracts by any U.S. Federal, State or Local governments.

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 **X** _____

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

GEVO certifies, to the best of its knowledge and belief, that it and its principals, have not within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

In the ordinary course of business, GEVO is routinely audited or inspected for compliance with regulatory and contractual requirements, and may be subject to threatened or filed lawsuits or enforcement actions. For example, material legal proceedings included in GE Vernova Inc.'s most recent disclosures to the SEC can be found here:

<https://www.governova.com/investors/reports-filings>

GEVO are not aware of any pending matter that has had or is expected to have any material adverse effect on GEVO's ability to perform under any contract, including this proposed transaction.