



GE VERNOVA

LM6000PC Rotable Exchanges & Fuel Nozzles

Riverside Energy Resource Center



GE VERNOVA

GE Vernova Operations, LLC

Proposal: 1699690 Rev6

Account Manager: Hector Guzman

Date: September 10, 2025



Executive Summary

September 10, 2025

Attn: Bryan Atkisson
Utility Generation ManagerCity of Riverside

Subject: LM6000PC Rotables Exchange

Dear Bryan,

GE Vernova Operations, LLC (hereinafter also known as “GE” or “Seller”) is pleased to provide this Riverside Energy Resource Center (hereinafter also known as “Buyer”) with this revised firm proposal for services on Buyer’s LM6000PC.

This offer contains the items below:

- Hot Section Exchange
- Combustor Exchange
- Low Pressure Turbine Exchange
- Spare Fuel Nozzles

This offer is in accordance with the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019 (the “Contract”).

We trust that you will find our proposal meets your requirements and look forward to working with you further on this project. If you have any questions regarding this offering in the interim, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hector Guzman'.

Hector Guzman
Aero Services Sales Manager



Proprietary Statement

This entire commercial and technical proposal and the correspondence and communications concerning this proposal collectively the "Proposal" developed by Power Services-Aero (hereinafter to referred as GE), is the property of GE Vernova Operations LLC, a wholly owned subsidiary of GE Vernova and provided to Riverside Energy Resource Center (hereinafter to referred as Buyer) are the property of GE Vernova.

This quotation document is proprietary to GE Vernova Operations LLC and is furnished in confidence solely for use in considering the merits of the quotation and for no other direct or indirect use. By accepting this document from GE Vernova Operations LLC, the recipient agrees:

- To use this document, and the information it contains, exclusively for the above stated purpose and to avoid use of the information for performance of the proposed work by the recipient or disclosure of the information to, and use by, competitors of GE Vernova Operations LLC on behalf of the recipient.
- To avoid publication or other unrestricted disclosure of this document or the information it contains.
- To make no copies of any part thereof without the prior written permission of GE Vernova Operations LLC.
- To return this document when it is no longer needed for the purpose for which furnished, or upon request of GE Vernova Operations LLC.



Section 1 – Technical

The offering within this proposal consists of rotatable exchange solutions and the respective field services to execute the respective rotatable exchange scopes. The rotatable exchange scope proves a full rotatable exchange of the entire module at a GE Vernova Level 2 Facility.

1.1 Hot Section Rotable Exchange

The Rotable Hot Section offered will be assembled at a GE Service Center. All GE Hot Section assemblies have been maintained by qualified overhaul facilities and are inspected and repaired in accordance with applicable GE maintenance and repair manuals. Parts may be either new or refurbished, at Seller's discretion (with the exception of the implementation of a Service Bulletin that may require new parts).

A fully refurbished Hot Section will be exchanged for the removed Hot Section. This saves time and relieves the buyer of all risk regarding the reparability of the removed Hot Section.

The Hot Section consists of:

- Stage 1 Nozzle Assembly
- Stage 2 Nozzle Assembly
- High Pressure Turbine Rotor

1.2 Combustor Rotable Exchange

The Standard G42 Combustor Rotable offered has been overhauled at a GE Service Center or Authorized Repair Facility. All GE Combustor Rotables and their associated parts have been maintained by qualified overhaul facilities and are inspected and repaired in accordance with applicable GE maintenance and repair manuals. Parts may be either new or refurbished, at Seller's discretion (except for the implementation of a Service Bulletin that may require new parts).

A fully refurbished Combustor will be exchanged for the removed Combustor. This relieves the buyer of all risk regarding the reparability of the removed Combustor.

1.3 Low Pressure Turbine Rotable Exchange

The LPT Rotable offered has been overhauled at a GE Service Center or Authorized Repair Facility. All GE LPT Rotables and their associated parts have been maintained by qualified overhaul facilities and are inspected and repaired in accordance with applicable GE maintenance and repair manuals. Parts may be either new or refurbished, at Seller's discretion (except for the implementation of a Service Bulletin that may require new parts).

A fully refurbished LPT will be exchanged for the removed LPT, relieving Buyer of all risk associated with the reparability of the removed LPT.

The Overhauled LM6000 Low-Pressure Turbine Rotable Asset Includes:

- Turbine Rear Frame
- LPT Rotor
- LPT Stator & Cases
- *Note – the standard LPT Rotable does not include Service Bulletin 336: Stage 1 Blade Enhancement



1.4 Spare Fuel Nozzles

Part Number	Description	Quantity
L31476P61	LM6000PC Fuel Nozzles (1x set)	30
L31476P61	LM6000PC Fuel Nozzles (1x set)	30

1.5 Field Services for Rotable Exchanges

Below are the included field services for the rotatable exchange scope. The exchange scopes are to be performed at Seller's Level 2 Facility. Representatives will work one (1) shift per day, with each shift lasting twelve (12) hours.

1.5.1 Hot Section & Combustor Exchange

LM6000 GT Removal

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, tooling and tooling freight to remove one (1) LM6000 PC Gas Turbine.
- This scope is allotted a maximum of two (2) shifts to complete.

Hot Section & Combustor Rotable Exchange

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, tooling and tooling freight to exchange the Hot Section and the Combustor
- This scope is allotted a maximum of three (3) shifts to complete
- Includes commonly used consumables.

LM6000 GT Reinstallation:

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, tooling and tooling freight to reinstall one (1) LM6000.
- Includes commonly used consumables.
- This scope is allotted a maximum of two (2) shifts to complete.

1.5.2 LPT Exchange

LM6000 GT Removal

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, tooling and tooling freight to remove one (1) LM6000 PC Gas Turbine.
- This scope is allotted a maximum of two (2) shifts to complete.

LPT Rotable Exchange

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, labor and tooling for removal of currently installed LPT and installation of rotatable LPT.
- This scope is allotted a maximum of two (2) shifts to complete.

LM6000 GT Reinstallation

- Includes mobilization of four (4) GE/Fieldcore Mechanical Representatives, tooling and tooling freight to reinstall one (1) LM6000.
- Includes commonly used consumables.
- This scope is allotted a maximum of two (2) shifts to complete.

**1.5.3 Buyer's Responsibilities:**

- Provide Crane/Forklift and operators during unloading of Rotable LPT/HSE/Comb and loading of removed LPT/HSE/Comb.
- Provide Crane/Forklift and operators during removal and installation of Gas Turbine.
- Outside Contractors to remove/reinstall the exhaust expansion joint/back walls
- Provide a minimum of one (1) site craft labor to assist the GE FS Representatives throughout the duration of outages
- Lock-out and Tag-out of Buyer's equipment prior to GE technician arrival.

1.6 Consumables**Hot Section Consumables**

Part #	Part Description	QTY
L61437P01	NUT,COUPLING,LPT	1
1754M91P02	RING,PISTON	6
1774M59P01	GASKET,SEAL RING	16
J979P06	NUT,SELF-LOCKING	54
9283M41P05	NUT,SELF LOCKING	24
9133M21P12	SPACER	20
NAS1399C4A3	RIVET,BLIND	24
9186M93G04	MACHINE SCREW	132
J815P020A	BOLT	24
J815P040A	BOLT	12
9133M21P12	SPACER	20
9610M50P03	NUT,SELF LOCKING,DOUBLE HEX	140
J626P04	NUT,SELF LOCKING	7
J644P11A	MACHINE BOLT	30
9232M78P03	NUT,PLAIN,ROUND,0.375 TO 24	54
AN123631	RIVET	36
1347M18P01	BOLT,DBL HEX HD	140
L47805P03	RING,RETAINING	1
J1311P03	METAL SEAL RING	2
9354M40P02	GASKET,SEAL RING	4
J644P12A	MACHINE BOLT	32
MS9557-10	BOLT,ENG	10
9232M90P18	NUT ASSY,SELF LOCKING	6
9232M90P17	NUT ASSY,SELF LOCKING	6
J221P010	Packing	1
1375M50P19	SEAL,O-RING	1
1375M50P20	SEAL,O-RING	1

Engine Installation Consumables

Part #	Part Description	QTY
1640-00002	KIT,CLAM SHELL,5/8	1
382A1251P0001	GASKET,E-SEAL,AS1895	1
9107M23P02	GASKET	1
J221P1502	PACKING,PREFORMED	4
L21803P02	GASKET	1
L28004P01	GASKET	1
L45921P01	GASKET,SEAL	1
MS27196-24	GASKET	2
MS27196-32	GASKET,FLOUROCARBON	2
MS9566-33	BOLT,MACHINE	4
9011M60P01	GASKET	1
AN960C416	WASHER,FLAT	4
C324890	GASKET,WHITAKER	2
J219P03	GASKET	1
J221P219	PACKING	8
J221P222	PACKING	2
J221P224	PACKING	4
J644P19F	BOLT,MACHINE	2
9559M20G01	Ring, Seals	30
J644P08D	Machine bolts x 90 ea.	90



1.7 Proposal Disclaimer

This quotation is based solely on the GE terms and conditions referenced herein, and also on the presumptions that (a) no U.S. Government (U.S.G.) funds are being utilized to pay for the goods/services being quoted, (b) there are no U.S.G. terms, conditions or other requirements contained in any resultant sales transaction, and (c) any parts being furnished are not to be used for flight engine applications; if any of these presumptions are incorrect, this quotation may be withdrawn by Seller prior to receipt of Buyer's acceptance.

1.8 Documentation

Any Buyer documentation requirements need to be communicated to the Seller at the time the purchase order is issued. Seller shall make all reasonable efforts to supply the requested documents to the Seller at the time of the delivery, or shortly after. If any documents cannot be delivered to Buyer in a reasonable time or not available, Seller shall communicate this back to the Buyer prior to the delivery of the engine. Any Buyer documentation request after the purchase order is issued shall be considered but delivery of such documents may be delayed or not available.

1.9 Compliance

Compliance and certifications are within current Seller's design practices and standards. The price presented here does not include compliance with any state or local codes unless expressly defined by Customer prior to sale.

1.10 Technical Assumptions and Exclusions

The following technical assumptions and/or exclusions apply to the quoted price:

- All local, regional, or special permits (environmental, construction, installation) or certifications for local or regional codes are excluded from the Scope of this proposal.
- Seller assumes the Customer will supply consumables (fuel, site power, water, and compressed air) as needed to support the installation and commissioning, which may include multiple startups for troubleshooting.
- No modification to any third-party equipment is included in the Seller's scope in this proposal, including modifications to the Customer's existing DCS for Modbus communication and interface with the package control system.

1.11 Changes

- The Price shall be adjusted as necessary to take account of (a) Change Orders, or (b) other adjustments specifically provided for in this Proposal.
- Changes to specifications, drawings, services, or hardware will be evaluated by Seller for a Change in Scope to the Proposal. Seller will quote the changes and a Change Order must be received before work is to proceed.
- Any additional work scope required outside of the scope described herein or for delays due to Buyer, Buyer shall be billed on a Time and Material basis per Seller's Field Service Rate Sheet at the time work is performed. 2025 Field Service Rate Sheet (Appendix 2) included to serve as a reference point.
- Storage Costs, additional travel, delays at work, unit restart delays and overtime work out of scope of the project will be considered additional work and will be charged according to Seller's published rates at time of execution and in lieu of any pre-existing agreement



Section 2 - Commercial

2.1 Pricing

Item #	Scope Description	Qty	Unit Price
1	Rotable HPTR • Includes rotatable assets scope per Section 1.1	1	\$1,759,151
2	Rotable HPT S1N • Includes rotatable assets scope per Section 1.1	1	\$553,891
3	Rotable HPT S2N • Includes rotatable assets scope per Section 1.1	1	\$612,306
4	Rotable Combustor • Includes rotatable assets scope per Section 1.2	1	\$476,657
5	Consumables – Hot Section & Engine Installation • Per Section 1.6	1	\$141,677
6	Field Services for HSE & Combustor • Includes Field Service Reps in accordance with section 1.5.1 • Includes travel and per diem • Pricing is based on one site visit by GE Field Service, any additional trips required will be quoted by the Seller	1	\$181,629
Subtotal			\$3,725,311
Material Sales Tax at 8.75% (applicable to Items 1 through 5)			\$310,072.18
Total			\$4,035,383.18

**The above pricing is in 2026 US Dollars, execution beyond 2026 will require escalation.*

Item #	Scope Description	Qty	Unit Price
8	Rotable HPTR • Includes rotatable assets scope per Section 1.1	1	\$1,759,151
9	Rotable HPT S1N • Includes rotatable assets scope per Section 1.1	1	\$553,891
10	Rotable HPT S2N • Includes rotatable assets scope per Section 1.1	1	\$612,306
11	Rotable Combustor • Includes rotatable assets scope per Section 1.2	1	\$476,657
12	Consumables – Hot Section & Engine Installation • Per Section 1.6	1	\$141,677
13	Field Services for HSE & Combustor • Includes Field Service Reps in accordance with section 1.5.1 • Includes travel and per diem • Pricing is based on one site visit by GE Field Service, any additional trips required will be quoted by the Seller	1	\$181,629
Subtotal			\$3,725,311.00
Material Sales Tax at 8.75% (applicable to Items 8 through 12)			\$310,072.18
Total			\$4,035,383.18

**The above pricing is in 2026 US Dollars, execution beyond 2026 will require escalation.*



Item #	Scope Description	Qty	Unit Price
13	Rotable LPT <ul style="list-style-type: none">Includes rotatable assets scope per Section 1.3	1	\$3,014,191
14	Consumables – LPT Coupling Nut & Engine Installation <ul style="list-style-type: none">Per Section 1.6	1	\$57,727
15	Field Services for LPT Exchange <ul style="list-style-type: none">Includes Field Service Reps in accordance with section 1.5.2Includes travel and per diemPricing is based on one site visit by GE Field Service, any additional trips required will be quoted by the Seller	1	\$142,469
Subtotal			\$3,214,387
Material Sales Tax at 8.75% (applicable to Items 13 and 14)			\$268,792.83
Total			\$3,483,179.83

**The above pricing is in 2026 US Dollars, execution beyond 2026 will require escalation.*

Item #	Scope Description	Qty	Unit Price
16	Fuel Nozzle – Full Set <ul style="list-style-type: none">(Qty. 30) L31476P61	1	\$229,500
17	Fuel Nozzles – Full Set <ul style="list-style-type: none">(Qty. 30) L31476P61	1	\$229,500
Subtotal			\$459,000.00
Material Sales Tax at 8.75% (applicable to Items 16 and 17)			\$40,162.50
Total			\$499,162.50



2.2 Proposal Basis

- Prices quoted herein are firm fixed and valid until December 15 2025.
- Rotable and field service prices quoted herein (items 1-15) assume that delivery and installation will be completed no later than December 31, 2026.
- If Buyer elects to proceed with any of the rotatable exchange offerings (items 1-15) after 2026 (the Base Year), the respective prices will be escalated 5% on an annual basis. For the sake of clarity, the 5% escalation will be applied on an annual basis, beginning January 1st, 2027 and on January 1st of each year thereafter.
- The latest delivery applicable with the abovementioned escalation is July 31st, 2030.
- Seller reserves the right to modify prices herein for items purchased after the 130-day validity or for delivery after July 31st, 2030.
- Seller's assets offered in this proposal are subject to prior sale.
- Shipping of rotatables to and from customer site is included in the price.

2.3 Rotable Exchange Offer Conditions

Below are the conditions of Seller's rotatable exchange programs, applicable to all rotatable exchange scopes offered in this Proposal:

- Buyer's asset must contain all GE OEM Hardware and/or GE OEM Hardware with authorized repairs only.
- Rotable Exchange pricing listed in Section 2.1 assumes Buyer's asset must be in a repairable condition at the time the asset is title transferred to Seller. The repairable condition assumption does not apply to parts that are deemed unrepairable due to normal wear and tear experienced during standard operating conditions.
 - For the sake of clarity, standard operating conditions exclude major unplanned events that result in catastrophic part failure and subsequential collateral damage.
 - Large Part Exclusion: Large Parts within Buyer's asset must be in repairable condition and are excluded from the normal wear and tear scenario. Reference Appendix 1 for complete list of Large Parts.
- Once Seller installs a refurbished rotatable asset, Buyer must immediately make the removed asset(s) available for collection by Seller.
- If after 30 days from the date the rotatable asset is received by Buyer, the removed rotatable asset has not been made available to Seller for shipment from Buyer's site due to Buyer delay, a penalty of 0.5% of the purchase price per day will be assessed until the date that the asset is shipped back to Seller. Buyer should contact their Customer Service Leader if they have any questions or issues regarding the returning asset to Seller.
- Seller reserves the right to adjust pricing, via a Change Order or otherwise, if the above conditions are not met.



2.4 Delivery Guarantee for Rotable Hardware

Assuming Buyer has placed a purchase order(s) ("PO(s)") for rotables referenced in Section 2.1 and the POs are accepted by Seller, Seller shall offer a Delivery Guarantee for the rotatable hardware in accordance with this Section 2.4.

It is understood that Buyer will perform borescope inspections on ESNs 191-525, 191-534, 191-630, 191-631 annually during the month of November., Buyer shall decide if the HPTR, HPT S1N, HPT S2N, Combustor, and/or LPT module ("Module(s)") of any Unit will be replaced.

Buyer shall initiate a request for a rotatable exchange (the "Rotable Request") via an email sent to the Seller's Service Manager. The Delivery Guarantee is only applicable to Rotable Requests submitted after the annual borescope inspection in November but before December 31st of the same calendar year.

Should Buyer not submit a Rotable Request between the November annual borescope inspection and December 31st of the same calendar year:

- Buyer is still entitled to submit a Rotable Request prior to the next annual borescope inspection, but the Delivery Guarantee will not be applicable.
- The Delivery Guarantee may be reinstated after the **following** annual borescope inspection.

As part of the Delivery Guarantee, Seller shall complete the rotatable exchange scope described in this proposal within seven (7) months of the Rotable Request date ("Delivery Guarantee Period").

If the rotatable exchange scope is not completed within the Delivery Guarantee Period, and the delay is not due to causes excused by the provisions of the Contract or attributable to Buyer, Seller shall pay Buyer the following as liquidated damages and not as a penalty ("Liquidated Damages"):

- \$5,000 per day for each day after the Delivery Guarantee, up to an aggregate maximum of seven percent (7%) of the individual rotatable hardware price in accordance with Section 2.1.
- Liquidated Damages shall be paid in full in the form of either an invoice deduction or credit memo towards future work, at Seller's discretion.
- The foregoing Liquidated Damages shall be in lieu of all actual damages and shall be Buyer's sole remedy and Seller's sole liability for failure to achieve the Delivery Guarantee.
- 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 Seller failing to achieve the Delivery Guarantee.

For avoidance of doubt, the liquidated damage maximum should only take into account the price of rotatable hardware.

For avoidance of doubt, Buyer may submit a Rotable Request regardless of serviceability criteria set forth in O&M manual.



2.5 Emission Guarantees & Testing (on-site)

Seller provides the following Emissions Guarantees for 12-months **following a hot section, combustor, and/or LPT exchange at the Gas Turbine Exhaust flange.**

NO _x	25 ppmvd max, reference 15% O ₂
CO	59 ppmvd max, reference 15% O ₂

The emissions output to be corrected as applicable to the following Gas Turbine operating conditions:

Compressor Inlet Temperature	46°F
Compressor Inlet Relative Humidity	95%
Elevation	730 ft. ASL
Inlet Pressure Loss	5" w.c.
Exhaust Pressure Loss	12" w.c.
Fuel	Gas Fuel, Compliant with latest revision of GE spec MID-TD-0000-1
NO _x Abatement	Water Injection. Water to be compliant with latest revision of GE spec MID-TD-0000-3

The Emissions Guarantee and operating conditions are equivalent to those given to Buyer's Unit(s) at the time of their original, new unit purchase.

The Buyer's Continuous Emissions Monitoring System (CEMS) will be used to approximate the emissions output at the Gas Turbine exhaust. The CEMS must have been calibrated within the previous twelve (12) month period.

Should the emissions measured at the CEMS show that the emissions output may be in violation of the Emissions Guarantee, the Buyer may request that a test be performed at the Gas Turbine exhaust. Such a test shall be the responsibility of the Buyer. Buyer may request Seller for a quote for such testing services. Any required test procedures would be generated as part of this testing at the Gas Turbine Exhaust, but in general SQAQMD Method 100.1 will be followed.

If the hot section, combustor, and/or LPT module(s) fail to achieve the Emissions Guarantee value(s) defined herein when directly measured at the Gas Turbine Exhaust and corrected to the operating conditions above, Seller will have a mutually-agreed period to be agreed (but in no event less than ninety days) during which it may correct and adjust the Product (the "Correction Period").

If the hot section, combustor, and/or LPT module(s) again fail to achieve the Emissions Guarantee value(s) when re-tested at the end of the Correction Period, Seller shall take action to repair or replace any part(s) that are deemed by the Seller to be the cause of the non-compliant emissions. Costs to remove and replace such part



shall be as specified in the warranty terms of the Products and/or Services Terms and Conditions for City of Riverside Nov 19, 2019. The repair and/or replacement of these parts shall be Seller's sole and exclusive liability for emissions deficiencies. If the required parts are not immediately available, Seller shall make those parts available as soon as reasonably practicable.

2.6 Delivery and Transfer of Title

- Seller shall deliver the removed gas turbine DAP (Incoterms 2020), Seller's Level 2 Facility.
- Seller shall deliver rotatable modules DAP (Incoterms 2020), Seller's Level 2 Facility. Title and Risk of Loss shall pass to Buyer upon delivery.
- While field services are being performed on Buyer's equipment at Seller's Level 2 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.
- Following the rotatable exchange scope performed at Seller's Level 2 Facility, Seller shall deliver the gas turbine DAP (Incoterms 2020) to Buyer's Site.
- Seller will take title to the returning rotatable asset upon removal at Seller's Level 2 Facility.
- Buyer warrants to Seller and its successors and permitted assignees that the title to the Parts is 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 or import duties for the Seller's rotatable(s) or materials.

2.7 Payment Terms & Schedule:

Payment will be due in U.S. Dollars no later than 30 days from receipt of Seller's invoice without any setoff (including, without limitation, setoff under other contracts with Seller or with General Electric Company or its affiliates). These terms will take precedence over any conflicting payment terms referenced.

Applicable to Rotable Modules and Consumables:

Milestone	Percentage of Price Due
Upon Purchase Order Acceptance	10% of the Subtotal Price
Upon Rotable Request	80% of the Subtotal Price
Upon Delivery	Remaining Balance of the Total Price (taxes included)

Applicable to Field Service scopes:

Milestone	Percentage of Price Due
Upon Purchase Order Acceptance	10% of the Total Price
Upon Completion of Field Services	90% of the Total Price

Applicable to Fuel Nozzles:

Milestone	Percentage of Price Due
Upon Purchase Order Acceptance	10% of the Subtotal Price
Upon Delivery	Remaining Balance of the Total Price (taxes included)



2.8 Termination Schedule

In accordance with the terms contained in the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019 (reference Appendix 3).

2.9 Proposal Validity

This Proposal, together with the price contained herein, is valid for 130 days from the date of issuance and assumes delivery between the date of this Proposal and July 31st, 2030. Upon expiration of this Proposal, or for delivery beyond July 31st, 2030, a new proposal will be provided upon request.

2.10 Terms and Conditions

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 (reference Appendix 3).

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 this proposal shall govern.

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.

2.11 COVID-19 Acknowledgment

COVID-19, GEOPOLITICAL CONFLICTS, AND RESPONDING GOVERNMENT ACTIONS: The parties acknowledge that the ongoing COVID-19 pandemic, geopolitical conflicts, and government actions in response thereto are affecting and will continue to affect Seller's ability to deliver goods and services around the world, including, but not limited to, impacts arising from materials shortages, transportation shortages and delays, sanctions preventing receipt or delivery of materials, etc. (an "ONGOING IMPACT"). In the event that an ONGOING IMPACT affects Seller's ability to deliver on time or at the bid price, Seller shall be entitled to an equitable adjustment in



schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and/or cost.

2.12 Purchase Order Instructions

Please address your purchase order in US dollars to:

GE Vernova Operations, LLC
16415 Jacintoport Blvd
Houston, TX 77015 e-mail to: Hector.guzman1@gevernova.com

The Purchase Orders must make a reference to this Proposal 1699690 Rev5 and the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019. Seller will issue Order Acknowledgement to Buyer within 10 business days from receipt of the Purchase Order. An invoice will follow within 15 days of Purchase Order acceptance.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

GE VERNOVA OPERATIONS, LLC,

By: _____
City Manager

By: Olivier Queune
Olivier Queune (Oct 7, 2025 03:09:42 CDT)

Olivier Queunw

[Printed Name]

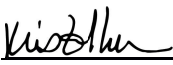
Attest: _____
City Clerk

Executive - Commercial Leader

[Title]

Certified as to Availability of Funds:

By: _____

By: 
Chief Financial Officer

[Printed Name]

Approved as to Form:

[Title]

By: 
Deputy City Attorney



Appendix 1 – List of Large Parts

Module	Large Part Description
COMB	Liner, Combustion Chamber-Inner
COMB	Liner, Combustion Chamber-Outer
COMB	Dome, Combustion Chamber
HPTN1	HPT Nozzle Support Stg 1
HPTN1	HPT Stat. Seal Support
HPTN2	HPT Nozzle Support Stg 2
HPTN2	Impingement Ring
HPTR	HPT Disk Stg 1
HPTR	HPT Disk Stg 2
HPTR	HPT Disk Thermal Shield
HPTR	Diffuser
HPTR	Press Tube
HPTR	S2 Retainer
HPTR	Impeller Spacer
HPTR	Air Seal
HPTR	S1 Retainer
HPTR	Air Seal
LPTR	LPT Rotor Shaft
LPTR	Stage 1 Disk
LPTR	Stage 2 Disk
LPTR	Stage 3 Disk
LPTR	Stage 4 Disk
LPTR	Stage 5 Disk
LPTR	Rotating Bal Pist Seal
LPTS	LPT Case
LPTS	Stg 2 Seal
LPTS	Stg 3 Seal
LPTS	Rotating Bal Pist Seal
TRF	Turbine Rear Frame
TRF	Pressure Bal Seal
TRF	Balance Pist Seal, Aft
TRF	Balance Pist Seal, Inner
TRF	TRF#6 Bearing House
TRF	TRF#7 Bearing House
TRF	Seal
TRF	Sump, Housing #7
TRF	Seal, Carrier
TRF	Seal, Vent #7
TRF	#6 Bearing Support
TRF	#7 Bearing Support
TRF	Aft Drive Adapt



Appendix 2 – Field Service Rate Sheet (2025)

STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

GE Vernova's global services network is designed to anticipate and respond to our customer's needs throughout the life cycle of GE Vernova's LM* engines and packages. GE Vernova'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 Vernova'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.

Technical Assistance

Rate Classification	Labor Rate Per Hour			Incremental Charges		
	Straight Time	Over Time	Double Time	High Security Areas	Emergency Call-Out	Offshore / Man Camps
Field Representative	\$332	\$497	\$663	25%	20%	20%
Specialty Field Rep	\$475	\$712	\$949	25%	20%	20%
Site Manager	\$488	\$731	\$975	25%	20%	20%
Mobilization Fee	\$494					

All charges are USD/HR

*Trademark of GE Vernova Company



Appendix 3 – Terms and Conditions for City of Riverside Nov 2019

Appendix 3 – Terms and Conditions for City of Riverside Nov 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.





Appendix 4 GEVO Rotables Quality Letter



GE VERNOVA

September 5, 2025

To Whom may Concern

Dear Sir or Madam,

In connection with the request related to the Letter requested, GE Vernova Operations, LLC., aeroderivative portfolio features highly flexible and mobile technologies for customized turbine solutions to a wide variety of applications, including utility generation, marine propulsion, district heating, grid stability, and mobile power.

GE Vernova Operations, LLC., and through its Affiliates¹, provides maintenance services & original parts for the LM2500, LM6000, LMS100 for the LM6000, LM2500 & LMS100 and has 40+ years of experience-and 100 million operating hours of insights. Under the Rotables Exchange program GEVO will supply equipment based on GE's O&M manual limits, developed and approved for use with GE industrial aeroderivative engines and parts.

When a Hot Section and Low-Pressure Turbine Exchange Rotable Program is performed by GE Vernova Operations, LLC and its affiliates, our customers benefit from the high quality of our equipment and the rigorous training standards maintained by our field service representatives. Collaboration, creativity, and extensive field experience distinguish our employees. Our brightest minds and thoroughly trained professionals work diligently to deliver reliable outcomes to customers around the world.

Customers also benefit from GE Vernova Operations' engineering support. Our engineers have access to 40+ years of historical fleet performance data and knowledge, which can be utilized in, but not limited to, providing a rapid response and maintenance/repair guidance when inspection results deviate from manual limits, and supporting root cause investigations and analysis.

Best regards,

Olivier Queune
Global Commercial Leader

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