



**CONTRACT FOR THE PROVISION OF 13-3/8" CASING FOR THE DRILLING OF
GEOTHERMAL WELLS IN RIBEIRA GRANDE GEOTHERMAL FIELD**

CONTRACTUAL CLAUSES

JANUARY 2021

**CONTRACT FOR THE PROVISION OF 13-3/8" CASING FOR THE DRILLING OF
GEOTHERMAL WELLS IN RIBEIRA GRANDE GEOTHERMAL FIELD**

Between:

EDA RENOVÁVEIS, S. A. (herein referred to as "EDAR" or "First Party"), with Company identification number [REDACTED], and registered offices at Pico Vermelho Geothermal Power Plant, Estrada Regional da Lagoa do Fogo, 9600-499 Ribeira Grande, Azores, and secondary offices at Rua Embaixador Faria e Maia, n.º 56, 9504-535 Ponta Delgada, Azores, Portugal hereby represented by Carlos Alberto Raposo Bicudo da Ponte, in the quality of executive member of the Board,

and

VERANO RESOURCES GmbH (herein referred to as "Verano" or "Second Party"), Company's ID number [REDACTED] and legal address at Ronstrasse 7, Ebikon, 6030 Switzerland, hereby represented by Albina Intyatulina, with ID Number L2RF323V6, in the quality of Director.

Considering that:

- a) Following the Prior Consultation Procedure for the Contract for the "Provision of 13-3/8" casing for the drilling of geothermal wells in Ribeira Grande geothermal field", the Proposal presented by contender Verano Resources GmbH was awarded by resolution of the Board of Directors, of 14th December 2020;
- b) The Second Party guaranteed the performance of the Contract and the exact and timely compliance with all legal and contractual duties by posting bond, in the form of bank deposit, with EDAR as a beneficiary, in the amount of 10.748,25 € (ten thousand, seven hundred and forty-eight Euros and twenty-five cents), having presented the respective form and proof of bank deposit; and that
- c) The draft of this Contract has been approved by resolution of the Board of Directors of EDA RENOVÁVEIS, of 14th December 2020.

This Contract for the "Provision of 13-3/8" casing for the drilling of geothermal wells in Ribeira Grande geothermal field" is governed by the provisions of the following Clauses and its annexes, which are an integral part thereof:

CLAUSE 1

(Scope of the Contract)

1. The scope of this Contract is, pursuant to the terms and conditions set forth in the Technical Specifications comprised in the Contract Specifications and in the awarded Proposal, the supply and delivery of 1.500 m of 13-3/8" casing for the drilling of geothermal wells at Ponta Delgada, S. Miguel island, Azores.
2. Notwithstanding any other obligations set forth in the applicable legislation, in this Contractual Clauses or in Contract Specifications, the Supplier undertakes to:
 - a) Deliver an updated delivery schedule, including the foreseen test dates, according to the terms set out in 5.2 of the Contractual Specifications Annex - Technical Specifications;
 - b) Supply and deliver the goods identified in its proposal, with the characteristics and within the terms specified in the Contractual Specifications in S. Miguel;
 - c) Guarantee the good condition of the goods.

CLAUSE 2

(Price)

1. For the provision of the goods which are object of this Contract, as well as for the fulfillment of all the obligations contained in the Contract Specifications, EDAR shall pay Verano the amount of 214.965,00 € (two hundred and fourteen thousand, nine hundred and sixty-five Euros and zero cents), in accordance with Annex B (Price Table), plus VAT Tax, if legally due.
2. The price referred in the preceding paragraph includes all costs, charges and expenses for which the public Contractor is not expressly responsible, in particular, those related to the transportation of the goods to their place of delivery, any costs arising from the use of licenses or patents, as well as any Customs or Antidumping Taxes.
3. The price is not revisable.

CLAUSE 3

(Delivery Time)

1. The goods to be supplied pursuant to this Contract shall be delivered in Ponta Delgada, S. Miguel island, Azores, and in Praia da Vitória, Terceira island, Azores, in the quantities specified in the Technical Specifications, within 30 (thirty) days, from the Contract execution date.
2. Second Party undertakes to comply with the intervening deadlines set out in Annex C (Table with Key Dates).