



GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and the Government of the Dominican Republic, acting through the Ministry of Energy and Mines (the "Grantee"). USTDA and the Grantee are each referred to herein as a "Party", and collectively as the "Parties". USTDA agrees to provide the Grantee, subject to the terms and conditions of this Grant Agreement, one million two hundred nine thousand three hundred and thirty-six United States Dollars (US\$1,209,336) ("Grant Funds") to fund the cost of services required in connection with the preparation of a feasibility study (the "Study") related to the proposed LNG Terminal and Power Plant Project (the "Project") in the Dominican Republic (the "Host Country").

1. USTDA Grant Funding

The Grant Funds to be provided by USTDA under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm to be selected by the Grantee (the "Contractor") (the "Contract"), under which the Contractor will perform the Study. In no event will the amounts contributed by USTDA for the Study exceed the amount of the Grant Funds. Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the Grant Funds provided under this Grant Agreement.

2. Terms of Reference

The terms of reference for the Study (the "Terms of Reference") are attached as Annex I to this Grant Agreement. The Study will assess the site selection and infrastructure requirements for a liquified natural gas terminal, regasification terminal, power plant, and transmission line in the Dominican Republic. The Grantee shall include these Terms of Reference for the Study as Annex I to the Contract.

The Grantee acknowledges and understands that the Contractor's performance of the Study must comply with the entirety of the Terms of Reference, and any modification of the Terms of Reference set forth in Annex I to the Contract or deviation from their terms must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under the Contract. The Grantee acknowledges and understands that any performance by the Contractor of work not included in, or not in compliance with, the Terms of Reference, or any failure by the Contractor to perform any work set forth under the Terms of Reference (in compliance with those terms), will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures. Consequently, the Grantee shall not approve any Contractor work performed under the Contract that does not comply with or that otherwise is not in accordance with the Terms of Reference. The Grantee acknowledges and

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102

understands that any failure to obtain prior written approval for any modifications or deviations from the Terms of Reference may result in forfeiture by the Contractor of payment for work performed that is not in compliance with the Terms of Reference and/or a significant delay in payment of the final invoice.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA and the Grantee shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall use its best efforts to (a) promptly reply to notices and other communications, requests for information and requests for approvals of Invoices or other documents submitted to it by the Contractor or USTDA, (b) provide reasonable support for the Contractor, such as local transportation, office space and secretarial support, and (c) promptly notify USTDA in the event that the Grantee (i) no longer seeks to pursue the Project or complete the Study and/or (ii) would like to terminate this Grant Agreement.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors, with advance notice of the procurement published online through Federal Business Opportunities (www.fedbizopps.gov). Upon request, the Grantee shall submit these contracting procedures and related documents to USTDA for information and/or acceptance.

(B) USTDA's Right to Object to Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 15 below upon selection of the Contractor to perform the Study. USTDA shall then review the Grantee's selection of Contractor, and if USTDA does not object to Grantee's selection, USTDA shall so notify the Grantee by issuing a "no objection" letter. Upon receipt of USTDA's "no objection" letter, the Grantee shall (i) notify in writing the selected Contractor that its proposal has been accepted by the Grantee, and (ii) notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected. The Grantee shall then use commercially reasonable efforts to negotiate a Contract with the Contractor for the performance of the Study.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

USTDA will provide to the Grantee an electronic copy of USTDA's standard contract form, and the Grantee shall, in conjunction with the Contractor, utilize this standard contract form as the basis for drafting the Contract. Once the Contract has been negotiated between the Grantee and the Contractor, the Grantee shall transmit to USTDA (or shall request that the Contractor transmit to USTDA on the Grantee's behalf) a final negotiated draft version of the Contract in an editable electronic format for USTDA review at the email address set forth in Article 15 below. USTDA shall advise the Grantee and the Contractor as to whether the draft Contract is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to the Contract.

(2) Amendments and Assignments of the Contract

The Grantee understands and acknowledges that no amendment or other modification to the Contract (or any annex to the Contract) shall be valid unless formally agreed upon in a written instrument signed by the Grantee and the Contractor and approved by USTDA in a signed approval letter. The Grantee or the Contractor may submit any proposed amendment or other modification to the Contract, including any proposed amendment or other modification to any Contract annex, or any proposed assignment of the Contract, to USTDA for review and comment at the address set forth in Article 15 below.

(D) USTDA Not a Party to the Contract

The Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under the Contract, including, but not limited to: (i) the right to approve the terms of the Contract and any amendments to the Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to the Contract or any Subcontract funded under this Grant Agreement, (ii) the right to require the parties to the Contract to suspend performance of the Terms of Reference upon reasonable prior written notice to such parties, and upon Contractor's receipt of such written notice, any further work performed in connection with the Terms of Reference will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 of the Contract upon reasonable prior written notice to the parties to the Contract, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of the Contract in the event that (a) the Contractor or any Subcontractor fails to comply in all material respects with the Terms of Reference or the terms and conditions of the Contract (including the Mandatory Contract Clauses attached to the Contract), or (b) the Contract [and/or the Study is terminated], and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under the Contract in accordance with its terms.

The Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government

funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Study and will not be construed as making USTDA a party to the Contract. The Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the parties to the Contract or to any Subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA will not bar the Grantee or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the Contract or any Subcontract thereunder must be consistent with this Grant Agreement (including Annex I and Annex II). In the event of any inconsistency between this Grant Agreement and the Contract or any Subcontract funded by this Grant Agreement, this Grant Agreement shall control.

(F) Subcontractors and Subcontracts

For purposes of this Grant Agreement, (a) the term "Subcontractor" means an individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement with the Contractor or with any other Subcontractor for performance of any part of the Study, and (b) the term "Subcontract" means any such contract, purchase order or other agreement with a Subcontractor.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant Funds directly to the Contractor only after USTDA approves the Grantee's Contract with the Contractor.

(B) Contractor Invoice Requirements

For purposes of this Grant Agreement, the term "Invoice" means any invoice submitted (or to be submitted) to USTDA by either the Grantee or the Contractor for payment of Grant Funds. The Grantee shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and the Mandatory Contract Clauses. Following review and approval by the Grantee of any Invoices submitted by the Contractor under the Contract, the Grantee may request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting such approved Invoices in accordance with the procedures set forth in the Mandatory Contract Clauses.

7. Effective Date

The effective date of this Grant Agreement (the "Effective Date") shall be the date of signature by both Parties or, if the Parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Study Schedule

(A) Study Completion Date

The Parties' estimated completion date for the Study is set forth in Clause K(1) of the Mandatory Contract Clauses.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no Grant Funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date, and (ii) no Grant Funds may be disbursed other than during the period set forth in Clause K(2) of the Mandatory Contract Clauses.

9. USTDA Mandatory Contract Clauses

The Contract to be funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement (the "Mandatory Contract Clauses"). The Grantee shall use commercially reasonable efforts to ensure that the Contractor complies with the Mandatory Contract Clauses in all material respects and shall promptly notify USTDA of any breach of the Mandatory Contract Clauses on the part of the Contractor of which the Grantee becomes aware.

10. Nationality, Source and Origin

For purposes of this Grant Agreement, the term "U.S. Firm" means:

- (i) a privately owned firm or partnership that is formed, incorporated or organized in the U.S., with its principal place of business in the U.S., and which is:
 - (a) more than fifty percent (50%) owned by U.S. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States; or
 - (b) satisfies each of the following criteria:
 - (I) has been incorporated or organized in the U.S. for more than three (3) years prior to the issuance date of the request for proposals;
 - (II) has performed similar services in the U.S. for that three (3) year period;
 - (III) employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and

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- (IV) has the existing capability in the U.S. to perform the work in question; or
- (ii) a nonprofit organization that is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States.

In addition, the term "Source" means the country from which a shipment is made, and the term "Origin" means (x) the place of production of a good, whether through manufacturing, assembly or otherwise, or (y) the place from which delivery of a service is administered, as applicable.

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under this Grant Agreement:

- (A) the Contractor and all Subcontractors that are legal entities must be U.S. Firms;
- (B) all natural persons who deliver any part of the Study as the Contractor, as a Subcontractor, or as an employee of the Contractor or any Subcontractor, in each case, must be (i) U.S. citizens, (ii) non-U.S. citizens lawfully admitted for permanent residence in the United States, or (iii) non-U.S. citizens lawfully admitted to work in the United States;
- (C) notwithstanding the provisions of Articles 10(A) and 10(B), up to twenty percent (20%) of the Grant Funds may be used to pay for work performed in connection with the Study by (i) Subcontractors that are organized as legal entities under the laws of the Host Country, and/or (ii) natural persons working as a Subcontractor, or as employees of the Contractor or any Subcontractor, in each case, who are citizens of the Host Country;
- (D) a Host Country Subcontractor may only be used for specific services from the Terms of Reference identified in the Subcontract;
- (E) no part of the Grant Funds disbursed in connection with the performance of the Study may be used to pay (i) any legal entity that is incorporated or organized under the laws of a jurisdiction other than one of the United States or the Host Country, or (ii) a natural person who is a citizen of a country other than the United States (except as expressly provided in Article 10(B)) or the Host Country; and
- (F) goods purchased for the performance of the Study and associated delivery services (*e.g.*, international transportation and insurance) must have their nationality, Source and Origin in the United States; provided, however, that goods and services incidental to Study support (*e.g.*, local lodging, food and transportation) in the Host Country are not subject to the foregoing restrictions.

11. Taxes

Grant Funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures. The Grantee may not seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies.

12. USTDA Project Evaluation

The Parties shall cooperate to ensure that the purposes of this Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (the "Evaluation Period"), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but will not be limited to, (a) whether the Final Report recommendations have been or will be used to implement the Project, (b) the anticipated Project implementation timeline, (c) the likely sources of financing for the Project, and (d) the sources of procurements supporting implementation of the Project. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for the Project during the Evaluation Period.

13. Grantee Recordkeeping and Audit

The Grantee agrees to maintain books, records and other documents relating to the Study, the Contract and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement and the Contract, including the selection of the Contractor and Subcontractors, receipt and approval of Contract deliverables and approval or disapproval of Invoices for payment by USTDA. Such books, records and other documents shall be separately maintained for a period of three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review such books, records and other documents relating to the Study, the Contract and this Grant Agreement.

14. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U.S. Ambassador to the Host Country or USTDA, and the Grantee will be represented by its Minister of Energy and Mines at the address of record set forth in Article 15 below. The Parties may, by written notice to the other Party, designate additional representatives for all purposes under this Grant Agreement.

15. Addresses of Record for Parties

Any notice, request, document or other communication submitted by either Party to the other under this Grant Agreement shall be in writing or sent through an electronic medium that produces a tangible record of the transmission, such as a facsimile or email message, and will be deemed duly given or sent when delivered to such Party at the following address of record, as applicable:

(A) For the Grantee:

To: Vilma I. Arbaje
Title: Director of International Relations and
Cooperation
Address: Ministry of Energy and Mines
Ave. Tiradentes #53, esquina Heriberto
Pieter, Bloque B, Ensanche Naco
Santo Domingo
DOMINICAN REPUBLIC
Phone: + (809) 373-1800 ext. 2291
Fax: + (809) 373-1800
Email: varbaje@mem.gob.do

(B) For USTDA:

To: U.S. Trade and Development Agency
Address: 1101 Wilson Boulevard, Suite 1100
Arlington, VA 22209-2275
USA
Phone: (703) 875-4357
Fax: (703) 997-2392
Email: LAC@ustda.gov

All such communications shall be in the English language, unless the Parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in the Host Country with a copy of each notice, request, document or other communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 19/20 1001
Activity No.: 2019-51016A
Reservation No.: 2019238
Grant No.: 1131PL19GH51238

16. Implementation Letters

To assist the Grantee and the Contractor in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement or correct immaterial errors. Without limiting the generality of the foregoing, USTDA may issue implementation letters, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1) in Annex II, (b) extend the availability period of Grant Funds set forth in Clause K(2) in Annex II, (c) change the fiscal data set forth in Article 15, (d) change a Party's address of record or point of contact, (e) make immaterial changes to the Terms of Reference, and (f) correct scrivener's errors. The Parties may also use jointly agreed

upon implementation letters to confirm, clarify and/or record their mutual understanding of matters covered by this Grant Agreement.

17. Amendments and Assignments of this Grant Agreement

Either Party may submit to the other Party at any time a proposed amendment to this Grant Agreement (including Annex I and Annex II). Any proposed amendment to this Grant Agreement will be effective only if it has been signed by both Parties. Any proposed assignment of this Grant Agreement must be approved by both Parties in writing in order to be effective.

18. Termination

(A) Termination Events

Either Party may terminate this Grant Agreement at any time by giving the other Party prior written notice thereof. Notwithstanding the foregoing provision, if the U.S. Office of Foreign Assets Control determines that either of the Grantee or the government of the Host Country has acted in violation of any sanctions laws or executive orders established by the United States Government, this Grant Agreement will terminate immediately without need for further action or notice on the part of either Party.

(B) Effect of Termination

The termination of this Grant Agreement will end any obligations of the Parties to provide financial or other resources for the Study (including, without limitation, any obligation of USTDA to provide the Grant Funds), except for payments that may be made by USTDA to the Contractor pursuant to Clause H of the Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This Article and Articles 5, 11, 12, 13, and 20 of this Grant Agreement shall survive termination of this Grant Agreement.

19. Waiver

No provision of this Grant Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by each Party. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Grant Agreement by the other Party will be considered a waiver of any other condition or provision or a waiver of the same condition or provision at another time. No delay in exercising any right or remedy accruing to either Party in connection with this Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding the Study, USTDA seeks to promote the Project objectives of the Host Country through the use of U.S. technology, goods and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

21. Governing Law

This Grant Agreement is governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of applicable federal law, the laws of the State of New York shall apply.

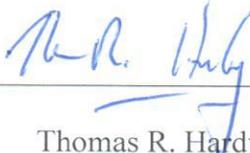
22. Counterparts; Language

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Grant Agreement. Counterparts may be delivered via email or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes. This Grant Agreement may be executed in two or more languages, but in the event of any conflict or inconsistency between the English language version of this Grant Agreement and any other version, the English language version of this Grant Agreement will control.

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IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies that it is a duly authorized representative of the applicable Party, and the Parties, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the date written below.

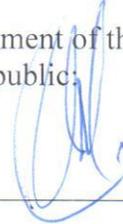
For the Government of the
United States of America:



By: Thomas R. Hardy
Director (Acting), U.S. Trade and
Development Agency

Date: 20 September 2019

For the Government of the
Dominican Republic:



By: Antonio Isa Conde
Minister of Energy and Mines

Date: 20 de sept, 2019

Annex I – Terms of Reference

Annex II – USTDA Mandatory Contract Clauses