

April 10, 2026 (AEST)

English Translation of Electrical Supply Contracts

Vancouver, British Columbia – Capstone Copper Corp. (ARBN 673 751 490) (“Capstone” or the “Company”) (TSX:CS) (ASX:CSC) provides the following information for release to the market in connection with the quotation of the Company’s CHESS Depositary Interests (CDIs) over shares in common stock.

1. English translation of an Electricity Supply Contract signed between Mantos Copper S.A. and Guacolda Energía S.A. and translation certificate.
2. English translation of an Electricity Supply Contract signed between Mantoverde S.A. and Guacolda Energía S.A. and translation certificate.

CONTACT INFORMATION

Authorised for release by Wendy King, Senior Vice President, Risk, ESG and General Counsel.

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ELECTRICITY SUPPLY CONTRACT

ENTER

GUACOLDA ENERGÍA S.A.

Y

MANTOS COPPER S.A.

[Date omitted] In Santiago, Chile, [REDACTED] between: **GUACOLDA ENERGÍA S.A.**, a company whose main line of business is the generation, transmission and commercialization of electric energy, sole tax number 76.418.918-3, represented by Mr.

[Legal Representative information omitted] [REDACTED] identity for foreigners number [REDACTED], both domiciled at [REDACTED] (hereinafter, "**Guacolda**" or the

"**Supplier**"); and on the other hand, **MANTOS COPPER S.A.**, a company whose main line of business is the exploitation of mining operations, sole tax number 77.418.580-1, represented by [REDACTED], identity number [REDACTED] and Mr.

[Legal Representative information omitted] [REDACTED], identity number [REDACTED], all domiciled at P [REDACTED] [REDACTED], (hereinafter "**Mantos Copper**" or the "**Client**" and

jointly with the Supplier, the "**Parties**", and individually each of them the "**Party**"), have agreed to enter into this electricity supply contract, hereinafter the "**Contract**", which shall be governed by the provisions contained in this instrument and, as not expressly stipulated, supplementarily by the legal provisions of the General Electric Services Law, contained in the Decree with Force of Law No. 4/20,018, of 2007, of the Ministry of Economy, which establishes the consolidated, coordinated and systematized text of Decree with Force of

Law No. 1, of Mining, of 1982 (hereinafter, "**LGSE**"), the provisions of the Regulations of the General Electric Services Law and other legal, technical and regulatory standards that govern the matters regulated in this instrument.

FIRST: BACKGROUND.

1. The Client is a mining company dedicated to the extraction and commercialization of copper, which is operating the mine currently called "Mantos Blancos" (hereinafter "**MB**"), as well as the development of an [REDACTED] [REDACTED] (hereinafter "**PDMB**"), both located in the [REDACTED] and collectively called "the Sites". In order to meet the new electricity supply demands associated with the Sites, the Client requires to be supplied with energy and electric power during the entire term of this Contract.

[Commercially
sensitive
information omitted]

2. The Supplier is a company that generates and sells electric energy and owns several generation facilities that inject electric energy into the National Electric System.

3. The Supplier declares that it has experience in the Chilean energy sector and the capacity to produce or contract sufficient power and electric energy to supply in a complete and timely manner the energy and electric power, under the terms and conditions established in this Contract.

4. To ensure continuity of Supply (as defined below) once the COD PDMB (as defined below) has been verified: (i) the Supplier shall (A) make, directly or indirectly, investments in generation assets of a non-conventional renewable or hydro nature with an installed capacity of at least [REDACTED] that, together with one or more Backup PPAs (as this term is defined below), are to support the Supply subject to this Agreement (the "**Renewable Investments**"); and/or (B) enter into one or more Backup ; PPAs and (ii) the Client [REDACTED]

[Value omitted]

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information omitted]

_____ of this Agreement (the "**Conditional PPA**"). The Renewable Investments, together with the Backstop, PPA(s) must ensure that, as of the later of (i) _____; and (ii) the COD PDMB, at least _____ of the energy sold and supplied under this Agreement is from non-conventional or hydro renewable sources

5. Notwithstanding the foregoing, Guacolda's established Supply obligation in this Agreement is in no case conditioned to the Supplier's installed generation capacity or to the operation or injection to the System National Electric of the power and energy coming from its own current or future generating units, or from the Backup PPAs it has, so that Guacolda shall always grant the Supply agreed upon during the term of this Contract, except in situations of Force Majeure or other situations agreed in the Contract that prevent it.

In consideration of the foregoing, the Parties hereby enter into this power supply agreement, the terms and conditions of which are set forth in the following clauses.

SECOND: DEFINITIONS AND ABBREVIATIONS.

Without prejudice to other definitions provided for in this Agreement, the terms set forth below shall have each time they are used in this Agreement, with initial capital letters, the meaning assigned to them in each case:

"Block": Means the volumes of energy committed in this Agreement, as follows: (i) as long as an Event of PDMB Abandonment does not occur, it corresponds to the volumes that are individualized in Exhibit 1 of this Contract; and (ii) if a

PDMB Abandonment Event occurs, it corresponds to the volumes that are individualized in Exhibit 2 of this Contract.

[Value omitted]

"Excess Charge" or "CEx" :Corresponds to [REDACTED] for the first year in which the and Excess Consumption is greater than zero, will be increased by [REDACTED] annually each time occurs the condition described , that ,above againis sayto [REDACTED] in the second year in which the condition, [REDACTED] the third year in which the condition is verified and so . onThe value of the CEx will be adjusted using the same formula that adjusts the Active Energy Price indicated in Section 6.1 of this Contract.

"Renewable Certificates": Are certificates issued by an independent third party to the Supplier, certifying that a certain amount of energy was generated from renewable, non-conventional and/or hydroelectric sources, regardless of their installed capacity, including I-REC certificates or other similar certificates of general acceptance in the national and international market, recognized by the Green House Gas Protocol (GHG Protocol) or by the Carbon Disclosure Project (CDP).

"COD PDMB":

Means the date of entry into operation of PDMB, which will be verified when the following copulative conditions happen: (i) the Supplier has received, with at least 24 months prior the date of the COD PDMB, a report from an independent third party auditing the PDMB mining resources; (ii) that the PDMB Environmental Qualification Resolution has been approved and is in force; (iii) that by [REDACTED], at the latest, the Client has provided to the Supplier the engineering information that identifies the primary PDMB, which must be subsequently installed in accordance with such engineering; and (iv) that the Sites have a minimum accumulated energy consumption of [REDACTED]

[Date omitted]

[Value omitted]

████ in a term not to exceed twelve consecutive months.

[Commercially
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information omitted]

"COD PDMV."

Has the meaning assigned to such term in the █████.

"Consumption":

Correspond to withdrawals power and electrical energy registered in the Meters for the supply of the Sites by the Block that is the subject of this Contract, and recognized by the Coordinator as withdrawals from the SEN.

"Coordinator":

Means the Independent Coordinator of the National Electric System, the body in charge of determining the operation of the set of interconnected facilities of the National Electric System, established in Title VI bis of the LGSE, and in particular in Article 212º-1 thereof.

"Cost of Excess Removal" or "CRE": Means the price expressed in US\$/MWh to be applied to the Excess Consumption, as is defined in Section 3.5 of this Agreement, in accordance with the following:
For every hour j of year N , where the following condition simultaneously are met:

- C_j is greater than the Agreed Power multiplied by █████ in force in hour j .
- $CMg_j - PE_j > 0$

[Value omitted]

It is calculated according to the following expression:

[Formula omitted]

$$\frac{\text{████████████████████}}{\text{████████████████████}}$$

Where:

CRE_N : corresponds to the Withdrawal Cost of the Excess applicable to year N (US\$/MWh);

CMg_j : corresponds to the Hourly Marginal Cost of

Withdrawal of the energy of hour j of year N , in the point where the Coordinator values the energy withdrawals of the Consumption;

PE_j : corresponds to the Active Energy Price defined in Section 6.1 of this Contract, in force in hour j of year N ;

C_j : corresponds to the hourly energy associated with the Consumption corresponding to hour j of year N ;

CEx_j : corresponds to the Excess Charge in force hour j of year N .

"Marginal Hourly Cost of Withdrawal" or "CMg": means the marginal cost expressed in US\$/MWh, calculated by the Coordinator in a given hour. For the application of the CMg, this value corresponds today to the marginal cost referred to in article 149 of the LGSE, which is calculated by the Coordinator to value the transfers of active energy between electric companies and the injections and withdrawals of active energy in each node of the SEN.

"Hourly Demand": corresponds to the average of the four 15 Minutes demands that occur during one hour at the Point of Supply.

"Dollar" or "US\$": corresponds to the official circulating currency of the United States of America.

"Associated Energy": corresponds to the energy associated to the Power Agreed.

[Date omitted] **"PDMB Abandonment Event"**: means (i) [REDACTED], if prior to that date the Client has not delivered the "Full Notice to Proceed" for the construction of the PDMB; or (ii) [REDACTED], if

prior to that date the COD PDMB has not been achieved.

"Sites": shall mean each and every one of the facilities that are and/or will be part of MB and/or PDMB, identified in Annex 3.

"Supply Commencement Date": means [REDACTED]

[Date omitted] **"Supply Termination Date":** means (i) [REDACTED] after the occurrence of the COD PDMB, in the event that a PDMB Abandonment Event does not occur; or, (ii) [REDACTED] in the event that a PDMB Abandonment Event occurs.

"GWh": stands for Gigawatt per hour.

"kWh": stands for kilowatt per hour.

"Electric Law" or "LGSE": corresponds to the Ley General de Servicios Eléctricos (General Law of Electric Services) contained in DFL No. 4/20,018 of the Ministry of Economy, Development and Reconstruction of 2007, which establishes the revised text of this law and its future amendments.

"NCRE Law": corresponds to the provisions of the LGSE, incorporated through Law No. 20,257 and Law No. 20,698, as well as the related regulations and their amendments on the generation of electric power with renewable energy sources, in force at the date of execution of this Agreement.

"Meters": correspond to the of measuring equipment of the

Consumption, in accordance with the provisions of Clause Four and Exhibit 4 of the Contract.

"MW": stands for Megawatts.

"MWh": stands for Megawatt hour.

"Technical Standard": corresponds to the recast and systematized text of the Technical Standard for Safety and Quality of Service approved by Exempt Ministerial Resolution No. 299 dated April 26, 2018, of the Ministry of Energy, and published in the Official Gazette dated May 3, 2018, as amended, supplemented or replaced from time to time.

"Electric Regulation": corresponds to set of legal bodies, regulations and/or technical standards that regulates the Chilean electric industry, comprised mainly of the LGSE, its Regulations (Supreme Decree No. 327 of 1997 of the Ministry of Economy, Development and Tourism), the NCRE Law, the Technical Standards issued by any authority competent in electricity matters and/or the standards that may replace or complement them in the future, that are applicable to the purpose and performance of this Agreement.

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information omitted]

"PDMV": means the [REDACTED] on the date of execution of this Agreement.

"Agreed Power": means the maximum value of power that the Supplier agrees to deliver to the Client on an hourly basis pursuant to this Agreement as set forth in Section 3.3 of the Agreement.

"Backstop PPA":

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information omitted]

means one or more contracts of supply of electricity through which the Supplier supports the Supply that is the object of this Agreement, which may be entered into with (i) [REDACTED] or a generation that is part of the same business group; and/or (ii) a company that, together with other companies, all of company which are part of the same business group, have generation assets in Chile with an installed capacity of at least [REDACTED] with renewable , generation source which allow, added to the Renewable Investments, that at least [REDACTED] of the energy sold and supplied through this Contract is from non-conventional renewable or hydraulic sources.

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information omitted]

"[REDACTED]":

[REDACTED]
[REDACTED]
[REDACTED]

[Commercially
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information omitted]

"Supply Point:

Corresponds to the [REDACTED] busbar

"SEN":

National Electric System.

"Supply":

Supply of energy and electrical power in accordance with. to the conditions agreed in the Contract.

"US\$/MWh":

Dollars per Mega Watt hour.

THIRD: OBJECT AND SCOPE OF THE CONTRACT.

3.1 Exclusivity and Priority of Supply

From the Supply Commencement Date and until the Supply Termination Date, the Supplier undertakes to supply and sell to the Client, and the latter to consume all the

energy and power, at the Supply Point, required by its Consumption up to the Agreed Capacity.

The Supply shall be exclusive (in case there are no other supply contracts aimed at supplying the Consumption) or priority (in case there are other supply contracts aimed at supplying the Consumption), respecting the assignment orders included in Annex 1, according to which: supplies with Priority 1 shall be the first to be satisfied, followed by those with Priority 2 and, only in case the Consumption cannot be fully satisfied with this Contract, they may be satisfied by means of contracts entered into with third parties. Exceptions to the foregoing are On-Site Generation and Backup Generation as referred to in Section 3.2 below.

[Date omitted] It is hereby stated for the record that, as of the later of (i) [REDACTED]; and (ii) the COD PDMB, at least [REDACTED] of the energy sold and supplied through this Contract must come from non-conventional renewable or hydroelectric sources.

Likewise, it is hereby stated for the record that the Contract does not contemplate a minimum energy consumption for the Client during the term of the Contract. Consequently, the payment to be made by the Client to the Supplier is for the power and energy obligation actually withdrawn for the Client at the Point of Supply and supplied by the Supplier.

In the event that the Client has entered into one or more supply contracts with third parties to supply the Sites, the monthly energy consumption will be allocated according to the following rules:

- The Contract has first priority for the supply of electricity to the Consumers.
- The Client's maximum integrated Hourly Demand actually recorded during the month in the metering equipment at the Point of Supply shall be considered.

- The power assigned to the Supplier shall be the Power Agreed and the excess shall correspond to another supplier of the Client.
- The energy allocated to this Contract will be the energy consumed in the month, up to a limit determined monthly equal to the Agreed Capacity multiplied by a load factor equal to [Value omitted] and by the number of hours of the respective month. Only if the Consumption exceeds such limit, may be allocated the excess to the other supply contracts entered into by the Client.
- Hourly energy will be assigned with the same criteria.

3.2 On-Site Generation and Backup Generation

Notwithstanding the provisions of Section 3.1 above, the Client is entitled to satisfy part of its demand through electricity generation systems located downstream of the Supply Point, that is, between the Supply Point and the operations of the Sites, and may not inject surpluses into the SEN and shall have a limit of [Value omitted] of power (hereinafter, "**On-Site Generation**").

The Supplier shall have the first option to grant the supply from the On-Site Generation, having the possibility to match the offers of third parties. To this effect, the Parties establish that the Supplier shall have a term of 60 days to express its interest or intention to supply the On-Site Generation, counted from the moment the Client communicates its decision to install it. In case there is any offer from third parties, the Supplier shall have 60 calendar days from the date of communication of such offer to express in writing its intention to match it. If it does not do so, the Client may freely develop, on its own or with third parties, the On-Site Generation.

Likewise, the Client shall be entitled to generate backup for the Sites by itself or through third parties, in replacement of the supply subject to this Agreement for a period not exceeding [Value omitted] calendar days, only in the event that such Sites cannot be supplied totally or partially power and energy for any cause not attributable to events caused by gross

[Value omitted]

negligence or fraud of the Client, due to interruption of the electricity supply at the Point of Supply (hereinafter, "**Backup Generation**"). In the event that the conditions that led to the use of the Backup Generation are maintained for a period exceeding [REDACTED] days, and unless is it due to a situation of Force Majeure or Fortuitous, the Client will pay the Supplier the amount resulting from valuing the energy consumed in such period with the positive difference between the current Energy Price and the Hourly Marginal Cost of Withdrawal of the Mantos Blancos 220kV busbar. In the event that Backup Generation is used, the limit for On-Site Generation established in this Section 3.2. will not apply.

[Commercially sensitive information omitted]

To this effect, the Supplier declares to know and accept as Backup Generation that which may come from the facility called [REDACTED], with an installed capacity of [REDACTED], [REDACTED], in the event that said facility ceases to be under the coordination of the Coordinator.

3.3 Agreed Power

The Agreed Capacity that the Supplier shall supply to the Client on an hourly basis and that, in turn, the Client undertakes to purchase exclusively and with first priority from the Supplier, shall correspond to that defined in Annex 1 (to the extent that an PDMB Abandonment Event does not occurs) or in Annex 2 (to the extent that a PDMB Abandonment Event occurs), as the case may be.

3.4 Variation in Associated Energy in case of a PDMB Abandonment Event

[Value omitted]

In the event of a PDMB Abandonment Even, the maximum volume of energy to be supplied annually as set forth in Annex 2 of this Contract may be limited by the Supplier to [REDACTED].

3.5 Energy consumption and excess power

Notwithstanding the foregoing, if during the term of this Contract the energy associated with the Consumption exceeds the annual energy volumes of the Block, without the Client having entered into contracts for the supply of such surpluses, such part of the Consumption that exceeds the indicated volumes will correspond to "Excess Consumption". For illustrative purposes, a graphic representation of possible Excess Consumption is included as Annex 5 to this Contract

The Supplier, during the month of January of the year following the year in which the Excess Consumption occurred, shall charge for such Excess Consumption the amount resulting from valuing this energy at the Excess Withdrawal Cost, as such term is defined in the second clause of this Contract.

Likewise, if during the term of the Contract the power associated with the Consumption exceeds the Agreed Power, without the Client having entered into contracts for the supply of such surplus, the Supplier shall charge for such excess power the price used by the Coordinator to value the power withdrawals of the Consumption under the conditions indicated in Section 5.3 of this Contract.

However, if in any year during the term of the Contract there is Excess Consumption, the Supplier may require the Client to obtain additional supply for such excess energy, if it does not have it.

The Client shall indemnify the Supplier against fines and/or damages directly caused by the withdrawal of the additional power and/or additional energy required by the Client for its consumption under this Contract, which would have not occurred in the absence of such withdrawal. The Supplier shall (i) communicate the occurrence of circumstances that may entitle him to claim the payment to the Client of fines and/or damages caused by the withdrawal of additional power and/or additional energy, as soon as it becomes aware of

them; and (ii) shall assign to the Client all actions and/or rights that may correspond to it against third parties with respect to the fines and/or damages assumed by the Client.

FOURTH: CONSUMPTION MEASUREMENT.

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information omitted]

Consumption will be measured at the [REDACTED] busbar with equipment that allows integrating the demand every 15 minutes with an accuracy of at least 0.2%, discounting both the consumption and the generation of third parties downstream of the Meters, which at the date of this Contract correspond to the consumption of [REDACTED]. Annex N°4 describes the current disposition of the Meters, their characteristics and the methodology to obtain the measurement of the Consumption. In case it is necessary to obtain the measurement of the Consumption at points other than the Point of Supply, such measurements shall be referred to the Point of Supply by using the percentages of real average electrical losses of the corresponding month, considering for such purpose the routes with the shortest electrical distance between each point where the measurement was made and the Point of Supply. In case there is not enough information to apply the above methodology, the Parties shall agree on the loss factors to be applied for such purpose.

The measuring equipment, which is identified in Exhibit 4, is owned, operated and maintained by the Client.

At its exclusive cost, the Supplier shall have the right to remotely access the readings of the metering equipment and systems. For these purposes, the Client shall provide with the Supplier, free of charge, the licenses, programs and, if technically feasible, the use of the communication channels owned by the Client, necessary for the proper remote reading of the metering equipment.

Each measuring system used for the determination of Consumption, in accordance with

point 2 of Annex N°4, shall comply with the technical characteristics required by the Technical Annex Measuring Systems for Economic of Transfers, the Technical Standard, or the standard or technical annex that replaces it. Said metering systems may be tested and calibrated at twelve (12) month intervals, if so requested in writing by the Supplier at least thirty (30) days in advance by a company duly certified for such purposes. Supplier shall have the right to witness any calibration or test of the meters, for which the Client shall notify the Supplier ten (10) days in advance of any such testing or calibration. In the event replacement or installation of such meters is required, it shall be at the Client's expense and cost.

Each Party shall have the right to request, at any time, special tests of the respective metering system from an independent certifying company. If as a result of such tests it is shown that the meter accurately records the consumption electricity with a margin of error not exceeding 0.2%, the Party that requested the test shall pay the costs of such tests. Otherwise, the test shall be paid for in equal shares between Supplier and Client. The result of any test or calibration of the meter(s) shall be open for examination by both Parties, and each Party shall receive the final report of each test or calibration.

If as a result of any test or calibration of the meter meters or it is discovered that one or more of the meters have a margin of error in their measurements greater than 0.2%, outside the range of accuracy of the equipment according to IEC 62053-22 for active energy and IEC 62053-23 for reactive energy or NCH-2542, said meter or meters shall be revised and if necessary replaced, and shall the billings previously made be adjusted according to the percentage of inaccuracy for the period in which it can be determined that the meter recorded the supply inaccurately. If the period in which the measurements were inaccurate cannot be determined, the adjustment period for such billings will be corrected for a period equal to half the time elapsed since the previous test or calibration of the meter or meters affected, and which in any case may not exceed six months.

If, at any time, the meter should fail to register or its recordings should be notoriously

erratic or meaningless, consumption will be determined with the best information available, as mutually agreed by the Parties, who shall act prudently and reasonably and in good faith to provide a prompt solution to this inconvenience. For these purposes, the following shall be understood as such:

- (a) SCADA system measurements (Supervision, Control and Data Acquisition) of the Client, Supplier and/or Coordinator;
- (b) measurements obtained from other meters on basis of the bar balance;
- (c) telemetry information; and,
- (d) measurements from the Sites.

In any case, the measurements with the best available accuracy class will be chosen on each occasion.

FIFTH: ENERGY AND POWER .PRICES AND CHARGES

The Supplier shall invoice monthly, in the manner indicated in Clause Eleven, the following prices and charges for the supply of electricity.

5.1 Active Energy

The active energy consumed by the Client will be charged according to the monthly Consumption, in accordance with the following rules:

5.1.1 The price of the active energy at the Point of Supply will be the price indicated for each Block in Annex 1 of this Contract (to the extent that a PDMB Abandonment Event does not occur) or in Annex 2 (to the extent that a PDMB Abandonment Event occurs), and shall be adjusted as provided in Section 6.1 of this Agreement.

The energy price indicated in this Section 5.1.1 includes all costs associated with:

(i) the NCRE Law; and (ii) the tax on air emissions of particulate matter (PM), nitrogen oxides (NOx), sulfur dioxide (SO₂) and carbon dioxide (CO₂), established in Article 8 of Law No. 20,780, with the exclusion indicated in Section 8.1.2 with respect to the amounts to be paid in accordance with the paragraph final of said Article 8°, which shall be charged to the Client in accordance with Section 8.1.2. Consequently, no additional charge made shall be to the Client derived from such concepts, with the exception of what is established in the final paragraph of Article 8° of Law No. 20,780.

Likewise, the Parties agree that the price of the energy indicated in this Section includes taxes associated with possible future amendments to Article 8 of Law No. 20.780 and/or the establishment of new similar taxes or charges levied on emissions from thermoelectric plants that use fossil fuels (coal, natural gas or liquefied gas and other petroleum derivatives) for the generation of electricity, with respect to which the provisions of Clause Eighteen, shall be not applicable with the understanding, however, that the Client shall be responsible for any systemic charges that may be established through such regulatory changes, analogous to the final paragraph of Article 8 .of Law 20,780.

5.1.1 The physical amounts of active energy to be billed monthly will be equal to the Consumption registered between zero hours of the first day and 24 hours of the last day of each month, duly referred to the Point of Supply.

5.2 Reactive Energy

As a charge for reactive energy, the Supplier will charge the Client the amount resulting from applying to the Consumption what is established in the decrees for fixing the node prices for electricity supplies referred to in point 3 of Article 147° of the LGSE, published by the Ministry of Energy, or the mechanism that replaces it.

If at any time the competent authority assigns to the Supplier other costs attributable to the Reactive Energy Consumption associated to the present supply, for an amount greater than those indicated in the previous paragraph, the Supplier shall fully charge such higher costs to the Client. If they are not applicable, the Supplier shall claim them before the pertinent administrative or judicial authorities, requesting the suspension of the charge if applicable, and once has been resolved the respective claim favorably, the Supplier shall reimburse for the Client the amounts paid in excess by the latter, unless the respective payment obligation has been suspended by filing the claim, in which case the payment of these higher costs by the Client shall be made only to the extent that they are enforceable.

5.3 Power

5.3.1 The price of the power at the Supply Point to be applied in each month will be the Short-Term Node Price for the Supply Point, determined every six months by the National Energy Commission (or the body that replaces it), and used by the Coordinator (or the body that replaces it) in the Power Transfer Balances.

5.3.2 The physical amounts to be billed for power shall correspond the amounts accounted for as power withdrawals associated to the Consumption supplied by the Supplier, determined by the Coordinator for the preparation of the Power Transfer Balance Sheets between generators.

5.3.3 The power will be billed monthly to the Client according to the provisional values informed by the Supplier to the Coordinator based on the information provided by the Client. For these purposes, before January 31 of each year, the Client shall inform the Supplier in writing the physical amount of power that the latter will invoice provisionally to the Client, until the withdrawal that officially appears in the balance prepared by the Coordinator for the respective year is known. Once has the Coordinator determined the

Definitive Balance of Power Transfers, the differences between the provisional amounts paid by the Client and the definitive amounts will be settled, according to the procedures in force of the Coordinator.

SIXTH: ADJUSTMENT OF THE ENERGY AND POWER .PRICES

6.1 Active Energy Price

The price of the active energy at the Point of Supply to be applied in each month will be determined monthly by means of the following adjustment formula:

[Formula omitted]

$$\frac{PE_S - PE_0}{CPI_S - CPI_0} \times \frac{CPI_0}{CPI_S}$$

Where:

PE_S: Energy Price applicable to month S, referred to the Supply Point, expressed in US\$/MWh, as defined in Section 5.1.1.

PE₀: Price assigned to the respective Block.

CPI_S: Value of the third month prior to month S of the *consumer price index* of the United States of America, rounded to the third decimal place. CPI All Urban Consumer, not seasonally adjusted, All items, U.S. city average, 1982-84 = 100 (Series Id: CUUR0000SA0), published by the Bureau of Labor Statistics of the U.S. Department of Labor (www.bls.gov), is used

[Value omitted]

CPI₀: Base value equal to

■.

6.2 Power Price

The price of the power at the Supply Point to be applied in each month will be the Short-Term Node Price in force referred to the Supply Point, determined every six months by the National Energy Commission, or the body that replaces it, used by the Coordinator to make the Power Transfer Balance.

SEVENTH: REVISION OF THE BASE PRICE OF ENERGY.

[Date omitted]

In case the COD PDMB , has been verified the base price of the energy in force will be revised only once on [REDACTED] For these purposes, the current price will be compared with the average market price energy for free or unregulated customers, determined in accordance with article 167 of the LGSE and its future amendments, and adjusting it according to the result of the following expression:

[Formula omitted]

[REDACTED]

Where:

CPI₀: Value defined Section 6.1

CPI [REDACTED]: [REDACTED] value of the *consumer price index* of the United States of America, rounded to the third decimal. The CPI All Urban Consumer, not seasonally adjusted, All items, U.S. city average, 1982-84= 100 (Series Id: CUUR0000SA0), published by the Bureau of Labor Statistics of the U.S. Department of Labor (www.bls.gov), is used, or its successor.

PR*: Revised Base Price

[Date omitted]

PV [REDACTED]: Indexed price in effect as of [REDACTED].

PMME₂₀₃₀: Average Market Price of Energy of free or non-regulated customers during [REDACTED] expressed in US\$/MWh. It will be calculated using the following expression:

[Date omitted]

[Formula omitted]

$$\frac{\sum_{i=1}^n \text{[REDACTED]}_i}{n}$$

PMM[REDACTED]: Average value of the values with publication date [REDACTED] of the Average Market Price of free customers published by the National Energy Commission or the agency/index that eventually replaces them, expressed in \$/kWh.

[Date omitted]

PNP: Average value during [REDACTED] of the Node Price of Power at the system's reference bus, expressed in \$/kW/month.

[Value omitted]

fc: [REDACTED]

DO: Average value of the dollar observed during the year [REDACTED].

[Date omitted]

The Revised Base Price will be effective as of the billing corresponding to the month of [REDACTED].

EIGHTH: OTHER POSITIONS ASSOCIATES TO THE CONSUMPTION Y RENEWABLE CERTIFICATES.

8.1 Charges associated with consumption

The Client shall be responsible for all charges associated with the withdrawals made by the Supplier in order to comply with the supply to the Client, which are so determined in accordance with the regulations in force at the date of subscription of

this Agreement. In the event of a Change in Law, as defined below, provisions of Clause Eighteen shall apply.

8.1.1 In relation to the charges or payments that the Supplier must make or receive corresponding to the complementary services that the Coordinator, by application of the Electricity Regulations, attributes to the Consumption supplied through this Contract, the following procedure shall **apply**: (i) the Client shall pay the Supplier the charges that the latter must pay for such concept, which shall be added in the following invoice that corresponds, once determined; and (ii) the Supplier shall deduct from the Client the income that the former must receive for complementary services, also in the invoice following its determination, except in the case of income for complementary services that any of the Parties would be entitled to receive independently of the subscription of this Contract, which shall correspond entirely to the respective Party.

8.1.2 The Supplier shall apply a charge, expressed in US\$, as a result of the application of final paragraph of Article 8 of Law 20,780, as supplemented by SR No. 659 of 2017 and SR No. 52 of 2018 of the National Energy Commission, and which shall be proportional to the Consumption intended to supply the Client during the corresponding calendar year.

For the calculation of this annual charge, the amounts determined by the Coordinator (or the body that replaces it) will be used, as determined in the Definitive Balance of Compensations, published the year following the year in which the respective consumptions were made.

8.2 Fees associated with Renewable Certificates

From the date on which the COD PDMB is verified, the Client shall have the option or power to request the Supplier to deliver and/or transfer to it, at the Client's cost, Renewable

Certificates for a percentage equal to or greater than 50% of energy consumed in by the Client accordance with this Agreement, provided that such certificates are available in the Chilean market (the "**Renewable Certificates Application**").

Once an Application for Renewable Certificates has been submitted, the following procedure shall be followed:

- a) The Supplier shall inform the Client, within 30 days following date on which it has received the Renewable Certificates Request, whether there is availability of Renewable Certificates for the Chilean market for the amounts of energy specified in the Renewable Certificates Request and what would be the cost associated with the delivery and/or transfer to the Client of the Renewable Certificates (the "**Renewable Certificates Offer**").
- b) The Client, within 30 days following the date on which it has received the Renewable Certificates Offer, must inform the Supplier whether it accepts the Renewable Certificates Offer outright.
- c) If the Client purely and simply accepts the Renewable Certificates Offer, the Provider shall be obliged to deliver and/or transfer to the Client the Renewable Certificates that correspond by virtue of the Renewable Certificates Offer. The Client shall be charged the costs borne by the third party issuer of the Renewable Certificates and shall be invoiced by the Supplier in accordance with the provisions of Clause Eleven of the Contract. Together with the respective invoice, the documentation evidencing the cost of the Renewable Certificate being charged shall be attached.
- d) If the Client does not send its acceptance of the Renewable Certificates Offer within the term indicated in letter b) of this Section 8.2, it will be understood that it has decided not to exercise the option regulated in this Section 8.2 corresponding to

the respective Renewable Certificates Application.

The Parties hereby state for the record that Client's power regulated in this Section 8.2 is without prejudice to the fulfillment of the Supplier's set forth obligations in Clause One, paragraph 4 and in Section 20.2.4.

NINTH: CHARGES FOR THE USE OF TRANSMISSION SYSTEMS.

Payments for the use of the transmission system associated with the Consumption, will be charged exclusively to the Client, as established in the Electricity Regulations, mainly in the LGSE and Law No. 20,936, of 2016, and as calculated by the Coordinator or the relevant authority.

The Client is solely responsible for transporting the electrical energy and power from the Point of Supply to the point or points where the Sites are located, and therefore, for all legal and contractual purposes, the sale is understood to be made at the Point of Supply and without further liability for the Supplier from that Point of Supply onwards.

**TENTH: CHARGE OR DISCOUNT FOR NON-COINCIDENCE BETWEEN
POINT OF WITHDRAWAL AND POINT OF SUPPLY.**

As from the Supply Commencement Date, in the event that the Supply Point changes and it is different from the point where the Coordinator values the Consumption, as set forth in Clause Four of this instrument, the Parties shall agree on a charge or discount for non-coincidence, within a maximum term of ninety (90) calendar days from the date the affected Party informs the other Party of such situation. In the intermediate time, while the Parties do not agree on a value for the referred charge or discount, the Supplier shall apply monthly to the Client a charge or discount that shall be calculated according to the following:

[Formula omitted]

Where:

$CDPR$: Charge or Discount to be applied in the corresponding month;

$CDPR_E$: Charge or Discount associated with energy withdrawals from Consumption;

$CDPR_P$: Charge or Discount associated to the power withdrawals of the Consumption;

$CMgE_i^{PR}$: Hourly Marginal Cost of Hourly Energy Withdrawal of hour i at the point where the Coordinator values the energy withdrawals of the Consumption;

$CMgE_i^{PC}$: Hourly Marginal Cost of hourly withdrawal of energy of hour i at the new Supply Point;

E_i^{PR} : Energy of hour i of the Consumption referred to the point at which the Coordinator values the energy withdrawals of the Consumption;

E_i^{PC} : Energy of the hour i of the Consumption referred to the Point of Supply;

CMg_P^{PR} : Short-term node price of the power at the point where the Coordinator values the power withdrawals of the Consumption;

CMg_p^{PC} : Price Short-term Knot of the power at the new Supply Point;

P^{PR} : Maximum Power Demand of the Consumption referred to the point at which the Coordinator values the power withdrawals of the Consumption. The Maximum Power Demand will be the same used by the Coordinator for the valuation of the sufficiency power transfers between generators;

P^{PC} : Maximum Power Demand of the Consumption referred to the new Supply Point. The Maximum Power Demand will be the same as use the Coordinator for the valuation of sufficiency power between generators; and

N : Number of hours of the month to be invoiced.

In the event that the Parties do not finally reach an agreement on the new value to be applied to the new item, within the 90-day period indicated above, either of them may resort to the Arbitration Court established in Clause Nineteen of the Contract.

ELEVENTH: INVOICING AND PAYMENT.

Invoicing will be made monthly, in pesos, indicating its equivalent in Dollars, for the sale of energy and electric power for the calendar month prior to the one being invoiced and the other charges that correspond according to this Contract, in accordance with the following procedure:

- The Supplier on a monthly basis will send to the Client a pro forma invoice the Client's consumption for the previous month (the "**Proform**"). Said Proform shall indicate separately all the charges that make up the invoice in Dollars.
- To determine in the Proform the amounts in Dollars of those charges that are expressed in Pesos, an exchange rate equal to the monthly average will be used of the daily values of the observed Dollar published during the month being billed.

- The invoice shall contain the same breakdown of charges as the corresponding Proforma and shall maintain the same amounts in Dollars as the Proforma.
- To determine the amounts in pesos of the charges included in the invoice, the values contained in the Proforma will be converted using an exchange rate equal to the observed Dollar in effect on the day of issuance of the invoice.

The values thus expressed are net values, whereby the Supplier shall include Value Added Tax (VAT) and other taxes or duties legally payable by the Client.

The deadlines for the billing and payment process will be as follows:

- a) The Supplier, no later than the fifth day working of the month following the month of invoice, shall deliver to the Client the Proform, attaching also the detail of calculations and those documents that serve as a basis for all the invoiced amounts, allowing to the Client validate those calculations and reproduce those delivered by the Coordinator.
- b) The Client shall have a period of five (5) working days, counted from the date of receipt of the Proform, to send its observations on the calculation thereof, or, in the event of having no comments, to proceed to its approval. Approval of the Proform shall be understood as the written notice that the Client shall send to the Supplier communicating its agreement with the Proforma, including the codes required by its internal supplier payment process, such as, for example: purchase order number, service entry sheet or other (the "**Proform Approval**").
- c) Once the Proform Approval has been obtained, the Supplier shall deliver the respective invoice. The Client, in case there is no objection to the invoice

as indicated in letter d) below, shall have a term of ten (10) calendar days, counted from the date of issuance and delivery of the invoice, to pay the invoice. Payment shall be made in Dollars for the amount indicated in the invoice, including applicable VAT, by electronic funds transfer, or such as may other means the Parties agree in the future, to the bank and current bank account (or such as may other financial institution the Parties agree) indicated below or such other account as Supplier may specify in writing at least 30 calendar days prior to the date of payment:

[Wire Transfer information
omitted]

[Redacted wire transfer information]

- d) The Client, within 8 working days of receipt of the invoices, may object to them with good cause. Notwithstanding any objection by the Client to any monthly invoice issued by the Supplier, the Client shall be obliged to pay the undisputed amount thereof. For this purpose, the Supplier shall issue a new invoice for the undisputed amount, which shall be indicated by the Client in the corresponding objection. With respect to any amount objected by the Client, either Party may submit the dispute to the dispute resolution mechanism set forth in Clause Nineteenth, and the losing shall Party pay or retribute, as appropriate, to the other Party that which Arbitration Court shall decide, duly readjusted and with interest at a rate equal to that indicated in letter f) below from the date on which the payment should have been made, or that the overpayment was made, in the event that more than the amount due was paid, and until the arbitration award is complied with.

- e) Except as otherwise expressly provided in this Contract, the Parties may not excuse

themselves from their obligations to pay money or to Supply, based on the other Party's non-compliance with its obligations under this Contract, without prejudice to their right to demand the early termination or forced performance of the Contract, with the corresponding indemnification of damages.

- f) In the event of default or simple delay in the payment of an invoice, which does not arise from an event that qualifies as Force Majeure or Fortuitous Event pursuant to the provisions of Clause Sixteen, the amount owed shall accrue interest equivalent to the maximum interest rate that may be stipulated for transactions expressed in foreign currency, determined by Commission the Financial Market or the agency that replaces it, in effect on the due date of the respective invoice (the "**Interest Rate for Delay**").

- g) In any case, if for reasons not attributable to the Supplier, the Client delays more than 5 days business in issuing the Proform Approval, counted from the date on which the Client received the Proform, the Supplier may charge interest from the later of (a) the last day of the month following the month being invoiced and (b) the date corresponding to the fifth business day following the Client's receipt of the Proform.

The amount on which will accrue such interest corresponds to the total amount of the definitive Proforma and the Interest Rate for Delinquency will be used.

TWELFTH: EARLY TERMINATION OF THE CONTRACT.

Notwithstanding the grounds for early termination set forth in Clause Sixteen referring to events of Force Majeure or Fortuitous Event and in Clause Eighteen referring to adjustments to the Contract due to Changes in Law, this Contract may be terminated early in the following cases:

- 12.1 The Supplier may terminate this Contract in advance in the event that any of the

following circumstances occur:

- a) If the Client does not pay in full and on time two invoices within the same calendar year. In order for this reason to apply, the Supplier must give written notice of default to the Client and the Client must have failed to remedy the default within ten (10) calendar days from the date the notice was sent.
- b) If (i) the Client files for liquidation or after the end of the bankruptcy financial protection period if the Client files a petition for reorganization or enters into a simplified reorganization agreement, or (ii) the Client is declared in liquidation.

12.2 The Client may terminate this Agreement early in the event of any of the following circumstances:

- a) If Supplier fails to comply with its supply obligation due to events attributable to, it, more than four (4) consecutive days or for nine (9) non-consecutive days during any twelve (12) month period, without Client's written consent. In order for this circumstance to apply, it shall be necessary that the Client, on any day following the breach, requires the Supplier to remedy such breach, and that the Supplier does not do so within a maximum period of four (4) days from the date of the requirement. The foregoing is without prejudice that, in any of the events of breach of the Supplier's obligation to supply due to causes attributable to the Supplier, this shall also be considered obligation as an event of unavailability and therefore the indemnities set forth in clause Fifteenth of this instrument shall apply.
- b) If (i) the Supplier requests its liquidation or once the protection period has ended, financial if the Supplier files a bankruptcy reorganization petition or enters into a simplified reorganization agreement, (ii) the Supplier is declared in liquidation, or (iii) one or more creditors of the Supplier request the liquidation of the Supplier and in this case such situation is not remedied within thirty (30) days (hereinafter,

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each of the circumstances described in this letter a), a "**Supplier Insolvency**"). The foregoing, provided that on the date on which the Insolvency Event occurs, no Back-up PPA was in force with [REDACTED] or another generating company that is part of the same corporate group as [REDACTED], otherwise the provisions of Section 12.3.1(a) shall apply.

12.3 The Agreement shall terminate early in the event of the occurrence of any of the following circumstances (the "**Qualified Early Termination**"):

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12.3.1 Provided that there is at least one Back-up PPA that (i) has been subscribed with [REDACTED] or another company that is part of the same corporate group as [REDACTED] and (ii) is in force:

a) If Insolvency of the Supplier [REDACTED]; or

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b) If the Supplier fails to pay in full or in part one or more invoices issued pursuant to the Backstop PPA and [REDACTED] sends a written communication to that effect to both Parties (the "[REDACTED] Notice").

[Date omitted]

12.3.2 If on [REDACTED] and having previously reached the COD PDMB, the "Full Notice to Proceed" for the construction of Renewable Investments, pursuant to the provisions of Section 20.2.3 (ii), has not been given and informed to the Client, and does not the Supplier maintain in force one or more Backstop PPAs.

A Qualified Early Termination ground will produce:

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(i) the early termination of this Agreement automatically and as of right, without the need for a judicial declaration, as of (A) midnight of the last day of the month in which the Supplier's Insolvency occurred or was [REDACTED], Notice sent with

[Date omitted] respect to the grounds for Qualified Early Termination regulated in Section 12.3.1; or (B) midnight of [REDACTED], with respect to the Qualifying Early Termination cause regulated in Section 12.3.2, as applicable; and

[Date omitted] (ii) the automatic and full effectiveness of the, as of (A) 0:00 hours of the first day of the month following the month in which the Supplier's Insolvency occurred or [REDACTED] Notice was sent; or (B) [REDACTED], with respect to the cause regulated in Section 12.3.2, as the case may be.

If a Qualified, Early Termination cause is verified, the Supplier and/or [REDACTED] shall inform timely the Coordinator, in order to safeguard the continuity of the electricity supply to the Client without interruption.

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12.4 Early Termination Notice:

Upon receipt by either Party of a notice from the other Party requesting termination pursuant to this Section Twelfth (which shall not apply in respect of a Qualified Early Termination, as it operates automatically and as of right, as provided in Section 12.3), the defaulting Party shall have a period to cure or remedy the default at its own expense (the "**Remedy Period**"). The Remedy Period shall be determined as follows:

- i. In the case of the cause of termination contained in Section 12.1a), the Remedy

Period shall be ten (10) business days.

- ii. In the case of the cause for termination contained in Section 12.1b) and 12.2 b), the Remedy Period shall be of thirty (30) days, counted from the respective request or declaration, it being understood that the event has been cured when the proceedings or their effects have been terminated or suspended.
- iii. In case of the cause of termination contained in Section 12.2a), the Remedy Period shall be four (4) business days.

The Party to whom the early termination of this Contract is invoked, shall have the right to go before the Arbitration Court appointed in accordance with Clause Nineteenth of the Contract, in order for to the Tribunal determine the legal validity of the early termination invoked by the other Party and without prejudice to the other rights that correspond to the affected Party, in accordance with the law and the Contract; this shall not imply in any way delaying the commencement of the applicable Remedy Period or the extension thereof pending a decision of the Arbitration Court.

No other eventual breach by any of the Parties shall give the right to request the termination of this Agreement.

In any case, none of the Parties shall be liable for indirect damages or moral damages or loss of profits arising from the early termination or breach that caused it.

**THIRTEENTH: TECHNICAL CHARACTERISTICS OF THE ELECTRICITY
SUPPLY AND CONSUMPTIONS**

The technical characteristics of the supply of the Agreed Power and its Associated Energy to be delivered by the Supplier shall comply with the provisions of the Electric

Regulations, mainly with the LGSE and its Regulations, but also, in particular, with the requirements imposed by the Technical Standard.

In the event that there is a need to implement Automatic Load Disconnection Schemes (EDAC) as defined and regulated in Technical Standard at the Sites, as requested by the Coordinator, the Client and the Supplier are obliged, as of now, to submit to the provisions and standards that the Coordinator or the competent electric authority in this matter may provide for such purposes.

Particularly with regard to voltage regulation and the frequency and duration of supply interruptions, the quality of service will correspond to that which must be provided by the SEN at each delivery point, in application of the Technical Standard, whose responsibility corresponds exclusively to the respective owners of the facilities and under the coordination of the Coordinator.

The technical characteristics of the Consumption shall comply with the legal and regulatory provisions established in this respect, as well as the respective provisions of the Coordinator.

All costs associated with compliance with the legal, technical and regulatory provisions shall be borne by the Party that, as the case may be, is indicated in the respective standard or, failing that, is the owner of the facility obliged to comply with such legal, technical or regulatory provision.

FOURTEENTH: SUPPLY RESTRICTIONS

The supply under this Agreement shall be uninterrupted, as long as there is no event constituting Force Majeure or Fortuitous Event (according to Clause Sixteen), which includes, among others, the rationing ordered by the Minister of Energy or the authority

empowered by law to do so, which must forcibly affect the Consumption.

In the event of rationing decreed by the Ministry of Energy or the agency indicated by law, the Consumption shall comply with the conditions established by said Ministry, pursuant to the provisions of article 163 of the LGSE. In matters of compensation from the Supplier to the Client derived from rationing that may occur by virtue of the aforementioned provisions or those that replace them, the provisions of the LGSE, in the respective decree that declares it or as provided by the competent authority shall apply.

In the event of rationing, unless otherwise ordered by the competent authority, the Supplier undertakes not to discriminate in terms of electricity supply to the Client with respect to other free customers located in the same area of the SEN in which the Sites are located, and during any period of rationing, the Client shall be restricted not to the permitted limits of On-Site Generation established in Section 3.2 of this Agreement.

In the event that, by virtue of a rationing decree, the Client must forcibly make reductions in Consumption as ordered by the competent authority empowered to decree electricity rationing within the scope of its powers, the Supplier shall be exempted from any fine, compensation and indemnity as such instructions constitute an act of authority, unless the latter establishes compensation or indemnities in favor of free customers to be paid by the Supplier, in particular, or by the generating companies, in general. Likewise, the Client shall hold the Supplier harmless from any liability that may arise from the Client's failure to comply with such orders.

Furthermore, the Parties agree and declare that neither of them shall be liable to the other Party for the payment of fines or indemnities in favor of third parties derived from the compliance with the instructions issued by the competent authority, which is without prejudice to the eventual claims that may arise against such instructions.

FIFTEENTH: RESPONSIBILITIES.

Except as provided in this Clause and in the preceding Clause, the Supplier shall be obliged not to pay the Client any fines or penalty clauses or compensation for partial or total interruption of the Supply.

In case of unavailability of the Supply, which is not authorized in accordance with the Electric Regulations, and which is outside the standards established in the Technical Norms referred to in article 72°-19 of the LGSE, the Supplier shall compensate the Client in the form, opportunity and for the amounts instructed by the Superintendence of Electricity and Fuels (or the competent authority that replaces or corresponds), in accordance with the provisions of article 72°-20 of the LGSE. However, this compensation may exceed not in any case the equivalent of the energy not supplied during the event of unavailability, valued at fifteen (15) times the price of the active energy established in this Contract.

Once the payment of the compensations has been made, in case the Supplier is not responsible for the unavailability, the shall have the right to obtain reimbursement from the third parties responsible for the unavailability event, in accordance with the provisions of article 72°-20 of the LGSE. Notwithstanding the foregoing, once the means of collection have been prudently exhausted, the Client shall reimburse the Supplier for those amounts that the latter cannot obtain reimbursement from the third parties responsible for the for the unavailability event on the grounds that (i) the compensation to which the responsible third party is obliged exceeds the maximum limits of liability established in article 72°-20 of the LGSE, in which case the Supplier shall be entitled to obtain a reimbursement from the Client of all the amounts that hat it could not have recovered by reason of said reasons; or (ii) an insolvency event affecting the third party with respect of which the Supplier could have obtained reimbursement, in which case the Supplier shall be entitled to reimbursement from the Client equal to 50% of the compensation paid to the

Client that it could not have recovered by reason of the insolvency. An event of insolvency of the third party exist if the third party files a petition to shall be deemed to bankruptcy reorganization proceedings or voluntary liquidation or if any creditor of the third party files a petition to initiate bankruptcy liquidation proceedings, all as provided in Law 20,720.

SIXTEENTH: FORCE MAJEURE OR FORTUITOUS EVENT

Each of the Parties shall be exempted from liability and shall be released from complying with their respective obligations when the non-compliance is due to events that constitute an Act of God or Force Majeure. In the case of obligations to pay money, only those acts of God or circumstances of Force Majeure that directly prevent timely payment and only for the duration of the event of Act of God or Force Majeure may be invoked.

Fortuitous Event or Force Majeure shall be understood as an unforeseen event that cannot be resisted, in accordance with the provisions of Article 45 of the Civil Code of the Republic of Chile.

Only the Party affected by an Act of God or Force Majeure in the performance of its obligations under this Agreement may invoke it and shall use its best efforts to re-establish normal compliance with such obligations, and inform the other Party in a timely manner of the actions taken.

The Party affected by the Force Majeure or Fortuitous Event in the performance of its obligations under this Contract shall notify of the occurrence of the Force Majeure the other Party in writing or Fortuitous Event as soon as reasonably possible and in no case later than seventy-two (72) hours after the occurrence of the event, including a preliminary assessment of its causes and consequences, the actions taken to alleviate the situation and mitigate the damages, the expected duration of the event, and, if applicable, the recovery

plan, as well as the justification that it is an event excluding liability.

If the event of Force Majeure or Fortuitous Event lasts longer than six (6) months, either Party may give written notice of termination of the Contract to the other Party, without liability or right to indemnification for either Party, attaching all the antecedents that demonstrate that the event constitutes Force Majeure or Fortuitous Event and that it has lasted for more than six (6) months. The notice of termination may only be given in respect of the entire Contract.

SEVENTEENTH: ASSIGNMENT OF THE CONTRACT AND TRANSFER OF OWNERSHIP OF THE WORKS.

17.1 Assignment of the Contract

Neither Party shall have the right to assign, transfer or pledge the Contract, or any rights or obligations under them, to any person or entity without the prior written consent of the other Party. Without prejudice to the the Supplier is expressly authorized to assign the Contract without the consent of the Client to [REDACTED] or to a generating company controlled by [REDACTED], in accordance with the provisions of articles 97 and 99 of Law No. 18,045, in which case [REDACTED] must grant a public deed of surety and joint and several co-debt guaranteeing the full and timely performance of the Contract by the assignee. For these purposes, a written statement from the assignee shall be required in which he/she fully and unreservedly accepts the contractual position of the Supplier and the terms and conditions of the Contract.

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17.2 [REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

**EIGHTEENTH: ADJUSTMENTS TO THE CONTRACT DUE TO CHANGES
IN THE LAW.**

Before: (i) any judicial or administrative resolution (including decisions of the Panel of Experts) of particular effects issued in a lawsuit or claim followed between the Parties or in which both Parties have had the possibility to intervene; (ii) administrative resolutions of general effects issued by competent authorities that are binding for any of the Parties; and provided that such resolutions mentioned in (i) or (ii) above simplify changes in the interpretation of the laws or regulations existing at the date of this Contract; or (iii) new laws or regulations that may be issued in the future; if in any of these cases (i), (ii) or (iii) above, the costs associated to the delivery of the supply subject matter of this Contract are affected, either upwards or downwards, (the "**Change of Law**"), the Parties shall proceed as follows::

- a. In the event that the Change in Law determines precisely the Party that must bear the economic impact associated with the Change in Law, it shall be that Party who shall bear, exclusively, such impact. It shall be understood not that a Party must bear the referred economic impact when it has the role of mere collector or joint or subsidiary obligor of the other Party with respect to the payment associated with the Change in Law. The foregoing shall be exception in the case of a Special Change in Law (as this term is defined below), in which case the provisions of letter b. below shall apply.
- b. If the Change in Law consists of the establishment of new charges to be paid by the electric generating companies based on or pro rata to the withdrawals made by them for their customers (the "**Special Change in Law**"), such charges will be distributed as follows:

[Value omitted]

i. The Supplier shall fully assume the costs associated with a Special Law Change, up to an amount of [REDACTED] per MWh, which amount shall be updated considering the adjustment for CPI regulated in Section 6.1 (the "**Special Tolerance Limit**").

ii. Customer shall bear the costs associated with a Special Change in Law that exceeds the Special Tolerance Limit.

[Value omitted]

iii. The costs to be borne by each Party as a consequence of a Special Change in Law shall be computed and added together with any other Change in Law affecting the respective Party during the entire term of the Contract, for of determining the amount of [REDACTED] per MWh that entitles the Party to request the early termination of the Contract pursuant to Section 18.2.

c. In the event that the Change in Law does not precisely determine the Party that must bear the economic impact associated with the Change in Law, the Parties shall adjust the Contract, modifying the price of the supply to the extent necessary to compensate the Supplier or the Client for such effects. Such adjustment shall be agreed by the Parties, considering the mitigation measures that may be reasonably adopted and their costs and observing the following procedure:

i. The Party affected by the Change in Law may communicate in writing to the other Party the existence of a Change in Law, indicating the identification of the regulation and its entry into force or application and justifying how it affects it (the "**Notification of the Change in Law**"). The affected Party may not request adjustments to the Contract older than three months from the date of dispatch of Notification of Change in Law.

- ii. As from the dispatch of the Notification of the Change of Law, as long as the Parties have not agreed otherwise, the effects of the Change of Law shall be borne equally between the Parties.
- iii. The Parties shall meet as soon as possible and in any case, thirty (30) days following receipt of the Notification of the Change in Law, to negotiate the price adjustments to be made to the Contract.
- iv. The adjustment in Contract shall be price permanent, transitory or punctual, as the case may be.
- v. In the event that the Parties do not reach an agreement within three (3) months following the Notification of the Change in Law, as to the existence of the Change in Law, the amounts or effects thereof, it shall be understood that there is no direct agreement between them.
- vi. In the event that there is no agreement between the Parties with respect to the adjustment to be made to the price of the Contract due to a Change in Law, the matter shall be finally and bindingly resolved by the Arbitration Court appointed in accordance with Clause Nineteenth below, and said Arbitration Court shall assign the economic effects of the Change in Law to the Parties or to the Party that must bear it according to the terms of the corresponding Change in Law.

18.1 In any case, if the Change in Law implies that one of the Parties, as provided in this Clause, must assume higher costs applicable to the Supply above [REDACTED], amount [Value omitted] that shall be updated considering the adjustment for CPI regulated in Section 6.1, the Party affected with such variation may terminate the Contract in advance by means of a written notice addressed to the other Party.

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However, the Parties may not early terminate the Agreement by reason of a Change in Law if the termination of the [REDACTED] has not been jointly requested. This rule shall apply only during the time that the Client of the Contract and the [REDACTED]

are under common control.

18.2 In the event of early termination of the Contract due to a Change in Law, the termination of the Contract may not occur before: a) twelve (12) months following the sending of the written notice of termination; or b) the date on which the new costs or charges resulting from the Change in become , whichever is the later of a) or b).

[Value omitted]

18.3 The unaffected Party may avoid the early termination of the Contract by assuming the excess over the limit of [REDACTED] updated, for which it shall communicate such decision to the affected Party by written notice within sixty (60) days from the receipt of the early termination notice.

NINETEENTH: DISPUTE RESOLUTION.

Any difficulty or dispute arising between the Parties with respect to the application, interpretation, duration, validity, execution and/or effects of the Contract, or for any other reason, shall be submitted to arbitration, which shall be heard in sole instance by an arbitral court composed of 3 mixed arbitrators, who shall act as arbitrators as to procedure and decide the matter in accordance with the law (the "**Arbitration Court**"). The Parties waive any right to appeal against the award rendered by the Arbitration Court. The Arbitral Proceedings shall be governed by the Arbitration Procedural Rules of the Arbitration and Mediation the Santiago Chamber of Commerce ("Center of **CAM**").

The appointment of the arbitrators who shall constitute the Arbitration Court shall be made by designation of the CAM, within 15 days following the request made to that effect by any of the Parties, and one of them shall be designated as Chairman of the Tribunal. With respect to these appointments, each Party shall have the right to challenge, without stating a reason, each arbitrator appointed by the CAM. Such challenge may only be made within three working days following the communication by the CAM of the respective appointment, and may only be made up to two times with respect to each arbitrator.

For this purpose, the Parties grant a special and irrevocable power of attorney to the Santiago Chamber of Commerce A.G., so that, at the written request of any of them, it may appoint the mixed arbitrators of this Agreement and the Chairman of the Arbitration Court, in the manner set forth above, from among the lawyers who are members of the arbitration body of the CAM. The arbitrators shall be independent of the appointing Party and shall be included in the list of arbitrators of the CAM.

The Arbitral Tribunal is specifically empowered to resolve any matter relating to its competence and/or jurisdiction. All decisions rendered by the Tribunal Arbitral shall have the affirmative vote of at least two of its members. The Parties agree that the competence and/or jurisdiction of the Arbitral Tribunal is without prejudice to the Supplier's right to pursue the collection of invoices by means of an executive lawsuit before the ordinary courts of law in accordance with the law. The place of arbitration will be Santiago, Chile and the language will be Spanish.

The losing party in the arbitration shall pay all costs involved in the litigation, including attorneys' fees, consultants' fees and required reports, unless the Arbitration Court establishes that it had plausible cause to litigate.

TWENTY: INFORMATION DUTIES

20.1 Client Obligations

The Client shall communicate to the Supplier the following:

- a) The execution of the respective contract(s) for the financing related to the PDMB, by means of a letter sent by the Client within 10 days working of its execution;
- b) The issuance of the "*Full Notice to Proceed*" document for the construction of the PDMB, within 10 working days from the date of its delivery; and

c) Quarterly and in writing, after the date of the "*Full Notice to Proceed*", and until the completion of the construction of the PDMB on the progress of the construction of the PDMB, which may be done by forwarding the reports received from its contractor.

20.2 Supplier Obligations

20.2.1 The Supplier undertakes to notify the Customer of the subscription of any Backup PPA, identifying the supplier under such contract and the term thereof, within a maximum period of ten (10) business days from the date on which it subscribes the respective Backup PPA.

20.2.2 The Supplier undertakes to notify the Client of any event that causes or may cause the early termination of the Back-up PPA, within a maximum period of ten (10) working days from the date on which such event occurs.

20.2.3 The Supplier undertakes to communicate to the Client: (i) its decision to make Renewable Investments and the estimated date on which it should inject to the SEN; (ii) the "*Full Notice to Proceed*" for the construction of any of these; and (iii) the date on which its commercial , all operation will be verified within a maximum period of ten (10) business days counted from the date on which each such event occurs.

[Date omitted] 20.2.4 As of [REDACTED], the Supplier is obliged to communicate to the Client, within the [REDACTED], the amount of energy supplied under the Backup PPA(s) and/or generated by the Renewable Investments and injected to the SEN during the immediately preceding calendar year, which will be documented in an affidavit signed by a proxy of the Supplier based on information delivered to the Coordinator.

[Commercially sensitive information omitted] 20.2.5 The Supplier shall communicate within a maximum term of 10 business days, the assignment of the Contract to [REDACTED] or to a generating company controlled by [REDACTED], pursuant to the provisions of Articles 97 and 99 of Law No. 18,045, in which it shall attach a copy of the public deed of bond and joint and several granted co-debt by [REDACTED], guaranteeing the full and timely performance of the Contract by the assignee, in the event that the latter is a company other than [REDACTED].

All communications set forth in this clause shall be in writing.

TWENTY-FIRST: CONFIDENTIALITY

The Parties undertake to maintain the strictest reserve and confidentiality with respect to this Agreement, mutually and reciprocally agreeing not to disclose its existence and content without the express written authorization of the other Party.

The Parties may share the information herein only to the extent necessary with their affiliated companies, and their directors, officers, employees, auditors, consultants, and advisors (hereinafter, the "**Representatives**"), for the performance of financial evaluations with third party rating companies, financiers or advisory lawyers, while maintaining obligation of secrecy and the strict confidentiality of this Agreement and the disclosing Party shall be liable for any breach of such confidentiality by any of its Representatives.

Neither of the Parties nor their Representatives may make use of the information delivered hereunder for any purpose other than that indicated in this Clause.

TWENTY SECOND: COMMUNICATIONS.

Any notice, communication or notification that one of the Parties wishes or must make to the other shall be valid, for the purposes of this Agreement, if made in writing and sent to the other Party at the address indicated below:

If the communication is to the Client:

[Contact information omitted] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

If the communication is to the Supplier:

[Contact information omitted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Communications shall be deemed to have been validly effected and shall produce their effects when: a) they have been delivered directly by one Party at the domicile of the other Party indicated above and the latter has stamped the respective receipt on the copy of the document or in the dispatch book of the person in charge of the delivery; or b) they have been delivered by a Notary or other minister of faith at the domicile of the Party to whom the communication is addressed; or c) two (2) business days have elapsed from the date on which the communication or notification has been dispatched by registered mail; or d) it has been dispatched by email to the Party to whom it is addressed, at the email address indicated above, with confirmation of delivery of the message.

The addresses, email addresses and representatives mentioned in this clause shall remain valid with respect to each Party, as long as the respective Party does not modify them by means of a written communication addressed to the other Party indicating the respective change, in accordance with the terms of this clause.

TWENTY-THIRD: COMPLETENESS AND TOTALITY.

This Agreement and its Exhibits, which form an integral part hereof, constitute the entire agreement between the Parties with respect to the matters set forth , and shall supersede all prior agreements, understandings and negotiations -both written and oral- between the

Parties. No representation, promise, understanding, condition or affirmation with respect to the matters contained in this Agreement or its Exhibits and not contained herein shall be deemed to have been made or assumed by any Party.

TWENTY-FOURTH: EXEMPLARY AND PERSONAGES.

This Agreement is executed and signed in two (2) copies of the same tenor and date, one (1) copy of which shall remain in the possession of each Party.

[Legal
Representative
information omitted]

The capacity of Mr. [REDACTED] to represent Guacolda Energía S.A. is evidenced by the public deed dated [REDACTED].

[Legal
Representative
information omitted]

The legal capacity of Mr. [REDACTED] and Mr. [REDACTED] to represent Mantos Copper S.A. is recorded in the public deed dated [REDACTED].

[Legal
Representative
information omitted]

The capacity of Mr. Ricardo Falú to represent [REDACTED] is evidenced by the public deed dated [REDACTED].

[Legal
Representative
information omitted]

[REDACTED]
[REDACTED]
GUACOLDA ENERGÍA S.A.

[REDACTED]
[REDACTED]
[REDACTED]

[Legal
Representative
information omitted]

[REDACTED]

[REDACTED]

MANTOS COPPER S.A.

[REDACTED]

[REDACTED]

MANTOS COPPER S.A.

ANNEX 1 SUPPLY

CONTRACT

[Commercially
sensitive
information omitted]

Energy Blocks if a PDMB Abandonment Event does not occur

Priority	Block	Size GWh/year	Agreed Power MW	Base (PBE)Pri ce USD/MWh	Home	Duration
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

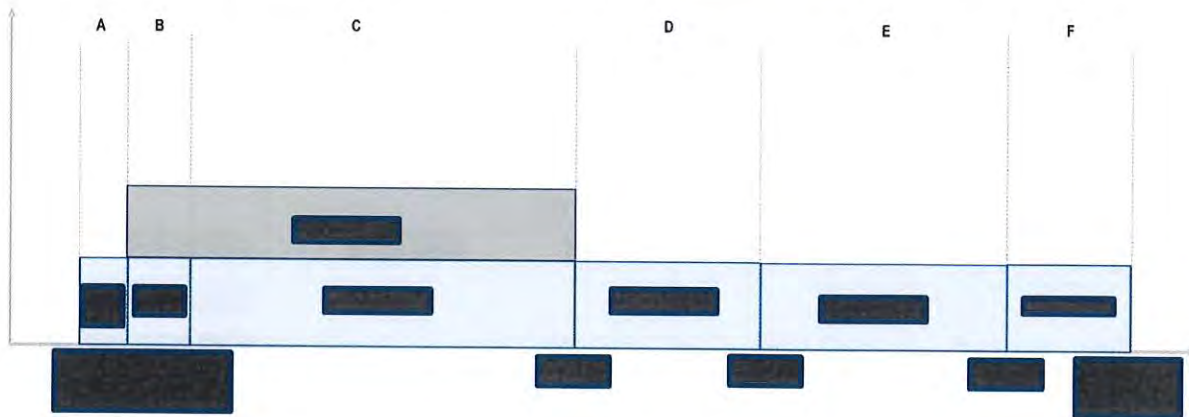
* Price to be determined in accordance with the Base Energy Price review mechanism to be carried out in accordance with Clause Seven of the Contract.

** The [REDACTED] is an optional block for the Supplier, who must inform the Client 24 months in advance if it will exercise its right to supply it under the terms of the Contract.

Graphical representation of the Mantos Blancos blocks

[Commercially
sensitive
information omitted]

This graphical representation considers that the COD PDMB and COD PDMV occur on the expected dates, that is, [REDACTED] and [REDACTED], respectively.



ANNEX 2 SUPPLY CONTRACT

[Commercially
sensitive
information omitted]

Energy Blocks in the event of a PDMB Abandonment Event

Priority	Block	Size GWh/year	Agreed Power MW	Base Price USD/MWh	Home	Term
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ANNEX 3

SUPPLY CONTRACT

Polygon of the sites and facilities that are and/or will be part of the MB and/or PDMB.

[Commercially
sensitive
information omitted]

The Mantos Copper operation - Mantos Blancos (MB) mine, mines oxides through different leaching processes (pans, ROM and gravel) with a capacity to produce up to [REDACTED] [REDACTED] Sulfide ores are processed in a conventional concentrator plant, with size reduction comminution stages (ore) and flotation , which currently produces around [REDACTED] [REDACTED].

[REDACTED]
[REDACTED].

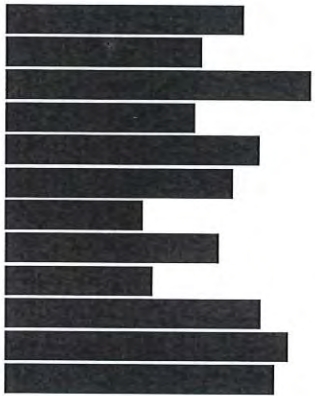
The figure shows the general location of the project and the table shows the UTM coordinates DATUM WGS 84 (Huso 19 South).



[Commercially
sensitive
information omitted]



The main processes and equipment that consume energy are as follows;



ANNEX 4

1. Disposition Electricity meters MB

[Commercially sensitive information omitted]

[Redacted content]

[Commercially sensitive information omitted]

	N°	POWER SUPPLY	AREA	ENERGY METERS			
				BAR	BRAND	TYPE	READING
	1						
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
CONCENTRATOR	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18						
	19						
	20						

55

2. Consumption Measurement

[Commercially
sensitive
information omitted]

In the following, some cases of operation are presented, and methodologies for representing the measurement are presented. In all of them, it is assumed that the measurement of energy withdrawn from a busbar has a negative sign and, in turn, the measurement of energy injected into a busbar has a positive sign. For example, in the case of transfer meters, as in the case of meter No. 51, the measurement of the energy injected into the [REDACTED] (to the system) will have a positive sign and the measurement of the energy withdrawn from the bus (to the consumers) will have a negative sign.

The measurement of Consumption will be obtained from the following expression:

$$[REDACTED]$$

Where:

$M_{Consumos}$: Consumption to be billed in each month at the Point of Supply.
This measure will have a negative sign.

M_{51}^- : Measurement of energy withdrawn from the bar Mantos Blancos 220 kV, made with the meter identified with the number 51 in section 1 of Annex 4. This measurement will have a negative sign.

M_{51}^+ : Measurement of the energy injected into the Mantos bar, Blancos 220 kV, made with the meter identified with the number 51 in section 1 of Annex N°4. This measurement will have a

positive sign.

[Commercially
sensitive
information omitted]

M_{53}^- : Measurement of the energy withdrawn to the power supply line for the [REDACTED], carried out with the meter identified with the number [REDACTED] in section 1 of Annex 4. This measurement will have a negative sign.

G : Measurement of energy Injected by [REDACTED], carried out with meters identified with numbers [REDACTED] in section 1 of Annex N°4. This measure will have a positive sign.

Case 1: Normal operation. The normal operation of the Consumption will occur in all cases in which [REDACTED], is connected and [REDACTED] is not generating. In this case, the measures used would be as follows:

[REDACTED]

[REDACTED]

Case 2: Island operation. It will occur in all cases in which [REDACTED] is not connected to the SEN, and [REDACTED] is generating. In this case, the measures used would be as follows:

[REDACTED]

[REDACTED]

Case 3: Unusual operation. It will occur in all cases in which [REDACTED]
[REDACTED] is connected to the SEN, and [REDACTED] is generating. In this case, the
measures used would be as follows:

[REDACTED]
[REDACTED]

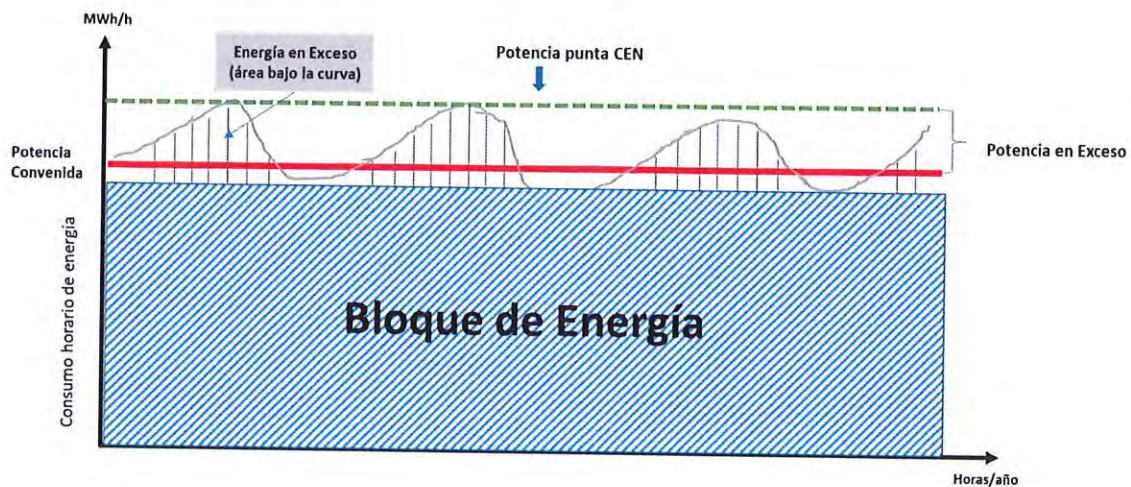
[REDACTED]
[REDACTED]

ANNEX 5

Representation Graphical : Energy Consumption and Power Excess

(Energy Block < Energy Consumption)

Representación Gráfica: Consumo de Energía y Potencia en Exceso
(Solo aplica cuando: Bloque de Energía < Consumo de Energía Anual)



Excess Energy is determined as the difference between the total annual energy consumption and the Energy Block. Excess Energy only applies when the Energy Block is less than the Total Annual Energy Consumption.

The Excess Power corresponds to the difference between the Coordinator's Peak Power and the Agreed Power.

CAPSTONE COPPER CORP.
(the "Company")

TRANSLATION CERTIFICATE

The undersigned, Antonio Ortuzar Vicuña, Attorney, hereby certifies that the attached translation in the English language of the "**Contrato de Suministro de Electricidad**" dated **June 28, 2019** between **Guacolda Energía S.A.** and **Mantos Copper S.A.**, which was originally drafted and executed in the Spanish language, constitutes a reasonably accurate translation of said document within the meaning of Section 3.2 of National Instrument 51-102 - *Continuous Disclosure Obligations*.

DATED at **Vancouver, BC** this **13th** day of **March, 2025**

FIRM NAME: Servicios Legales Baker MacKenzie Limitada

By: "*Antonio Ortuzar Vicuña*"

Name: Antonio Ortuzar Vicuña
Title: Attorney and Regional Partner

ELECTRICITY SUPPLY AGREEMENT

BETWEEN

GUACOLDA ENERGÍA S.A.

AND

MANTOVERDE S.A.

In Santiago, Chile, on [REDACTED], between: **GUACOLDA ENERGÍA S.A.**, a company whose line of business main is the generation, transmission and commercialization of electric energy, sole tax number 76.418.918-3, represented by [REDACTED], identity card for foreigners number [REDACTED], both domiciled at [REDACTED] [REDACTED] (hereinafter, "**Guacolda**" or the "**Supplier**"); and on the other hand **MANTOVERDE S.A.**, a company whose main line of business is the exploitation of mining operations, tax number 77.020.457-7, represented by Mr. [REDACTED] [REDACTED], identity card number [REDACTED] and Mr. [REDACTED] [REDACTED], identity card number [REDACTED], all domiciled, for these purposes, at [REDACTED] [REDACTED] (hereinafter, "**Mantoverde**" or the "**Client**" and jointly with the Supplier, the "**Parties**", and individually each one of them the "**Party**"), have agreed to enter into this electricity supply agreement hereinafter the "**Agreement**", which shall be governed by the following stipulations contained in this instrument and, as not expressly

stipulated, supplementarily by the legal provisions of the General Electric Services Law, contained in Decree with Force of Law No. 4/20,018, of 2007, of the Ministry of Economy, which establishes the consolidated, coordinated and systematized text of Decree with Force of Law No. 1, of Mining, of 1982 (hereinafter, "LGSE"), the provisions of the Regulations of the General Electric Services Law and other legal, technical and regulatory standards that govern the matters regulated in this instrument.

FIRST: BACKGROUND.

1. The Client is a mining company dedicated to the extraction and commercialization of copper, which is operating the mine currently called "Mantoverde" (hereinafter "MV"), as well as the [REDACTED] [REDACTED] (hereinafter "PDMV"), both located in [REDACTED] and collectively referred to as "the Sites". In order to meet the new demands electricity supply associated with the Sites, the Client requires to be supplied with energy and electric power during the entire term of this Agreement.
2. The Supplier is a company that generates and sells electric energy and owns several generation facilities that inject electric energy into the National Electric System.
3. The Supplier declares to have experience in the Chilean energy sector and the capacity to produce or contract sufficient power and electric energy to supply in a complete manner timely the energy and electric power, under the terms

and conditions set forth in this Agreement.

4. By private instrument [REDACTED] (the "Current MV Agreement"), pursuant to which [REDACTED] aimed at meeting the requirements of the mining and industrial facilities and operations related to MV. [REDACTED] [REDACTED] [REDACTED]
5. On [REDACTED] it was agreed to divide Mantos Copper S.A. into two companies, forming a new company called Mantoverde S.A., to which all assets and liabilities associated with the Sites, the current MV Agreement, were assigned. This assignment was accepted by Guacolda through a private instrument of the same date.
6. In order to (i) [REDACTED] [REDACTED] [REDACTED] (as this term is defined below) for the Sites, the Parties agreed to subscribe, together with this Agreement, a [REDACTED] [REDACTED] by virtue of which [REDACTED] [REDACTED] and a priority supply of this Agreement established over the supply of the MV Current Agreement, as is stated in Section 3.1 of this Agreement, [REDACTED] [REDACTED] Hereinafter, all references to the Current MV Agreement

shall be understood to include its amendments made to and those that may be entered into in the future, unless the Parties specifically agree otherwise.

7. To ensure the continuity of Supply (as defined below) once the COD PDMV (as defined below) has been verified: (i) the Supplier shall (A) make, directly or indirectly, investments in assets of generation of non-conventional renewable or hydroelectric nature with an installed capacity of at least [REDACTED] that, together with one or more Backstop PPAs (as defined below), are intended to support the Supply subject of this Agreement (the "Renewable Investments"). and or (B) execute one or more Backstop PPAs; and (ii) the Client has entered, into simultaneously with the execution of this Agreement, with the knowledge and consent of Guacolda, an Electricity Supply Agreement on terms and conditions substantially similar to those of this Agreement with [REDACTED] [REDACTED] the which term of is subject to the condition of the Qualified Early Termination (as defined below) of this Agreement (the "Conditional PPA"). The Renewable Investments, together with the Backstop PPAs, must ensure that, as of the later of [REDACTED] and (ii) the COD PDMV, at least [REDACTED] of the energy sold and supplied under this Agreement is from non-conventional or hydro renewable sources.
8. Notwithstanding the foregoing, Guacolda set forth 's Supply obligation in this Agreement is in no case conditioned to the Supplier's installed

generation capacity or to the operation or injection to the National Electric System of the power and energy coming from its own units, current or future, generating or from the Backup PPAs it has, so Guacolda shall always grant the agreed Supply during the term of this Agreement, except in situations of Force Majeure or other situations agreed in the Agreement that prevent it. In consideration of the foregoing, the Parties hereby enter into this power supply agreement, the terms and conditions of which are set forth in the following clauses.

SECOND: DEFINITIONS AND ABBREVIATIONS.

Without prejudice to other definitions provided for in this Agreement, the terms set forth below shall have each time they are used in this Agreement, with initial capital letters, the meaning assigned to them in each case:

"First- tier Bank":

Means (a) any bank chartered or authorized to be authorized to operate in Chile, with offices in Santiago, whose unsubordinated debt has a risk rating equal to or higher than AA or its equivalent, according to the risk rating standards contained the in law. 18.045 or regulations replacing it; or (b) any bank that has a long-term credit risk rating of at least "A3" (or similar) by Moody's or a1 minus "A-" (or similar) by Standard & Poor's and whose main office is in a member country of the OECD. As of the date of execution of this Agreement, the banks that meet the requirements set forth in (a) above are the following: Banco de Chile, Banco de Crédito e Inversiones, Banco del Estado de Chile, Banco Santander-Chile and Scotiabank Chile.

"Block":

Means the volumes of energy committed in this Agreement, as follows: (i) as long as an PDMV Abandonment Event does not occur, it

corresponds to the volumes that are individualized in Annex 1 of this Agreement; (ii) if a PDMV Abandonment Event occurs, it corresponds to the volumes that are individualized in Annex 2 of this Agreement; and (iii) if a PDMB Abandonment Event occurs, the volumes that are individualized in Annex 3 of this Agreement.

"Excess Charge" or "CEx":

Corresponds to [REDACTED] for the first year that the Excess Consumption is greater than zero, and will be increased by [REDACTED] annually each time it occurs the condition described, that is, [REDACTED] the second year in which the condition is verified, [REDACTED] the third year in which the is verified condition and so on. The value of the CEx shall be adjusted using the same formula that adjusts the Active Energy Price indicated in Section 7.1 of this Agreement.

"Certificates Renewable":

Are certificates issued by an independent third party to the Supplier, certifying that a certain amount of energy was generated from renewable, non-conventional, and/or hydroelectric generation sources, regardless of their installed capacity, including I-REC or other similar certificates of general acceptance in the national and international market, recognized by Green House Gas Protocol (GHG Protocol) or by the Carbon Disclosure Project (CDP).

"COD PDMB":

Has the meaning assigned to that term in the [REDACTED].

"COD PDMV":

Means the date of entry into operation of PDMV, which will be verified when the following copulative conditions have been met: (i) that the Supplier has received, at least [REDACTED] prior to the date of COD PDMV, a report from an independent third party auditing the mineral resources of PDMV; (ii) that the Environmental Qualification Resolution of PDMV has been approved and is in effect; (iii) that no later than [REDACTED] the Client delivers to the Supplier the engineering identifying the primary equipment of PDMV, which must be subsequently installed in accordance with such engineering; and (iv) that the Sites have a

minimum energy consumption accumulated of [REDACTED] in a period not to exceed twelve consecutive months.

"Consumption":

Correspond to the withdrawals of power and electric energy registered in the Meters for the supply of the Sites by the Block that is the subject of this Agreement, and recognized by the Coordinator as withdrawals from the SEN.

"Agreement in force MV":

Has the meaning indicated in paragraph 4 of Clause One.

"Coordinator":

Means the Independent Coordinator of the National Electric System, organism in charge of determining the operation of the set of interconnected facilities of the National Electric System, as established in Title VI bis of the LGSE, and in particular in Article 212°-1 thereof.

"Cost of Excess Removal" or "CER"

Means the price expressed in US\$/MWh to be applied to the Excess Consumption, as defined in Section 3.5 of this Agreement, in accordance with the following:

For every hour j of year N , where the following conditions simultaneously met are:

- C_j is greater than the Power multiplied [REDACTED] in hour j .
- $CM_{gj} - PE_j > 0$

It is calculated according to the following expression:

[REDACTED]

Where:

CRE_N : corresponds to the Withdrawal Cost of the excess applicable to year N (US\$/MWh);

CM_{gj} : corresponds to the Hourly Marginal Cost of Withdrawal of energy of the hour j of the year N , at point where the Coordinator values the energy withdrawals of the Consumption;

PE_j : corresponds to the Active Energy Price defined in Section 7.1 of this Agreement, in force in hour j

of year N;

C_j : corresponds to the hourly energy associated to the Consumption corresponding to hour j of the year N;

CEx_j : corresponds to the Excess Charge in force in hour j of the year N.

"Marginal Withdrawal Cost Hours" or "MCg": means the marginal cost, expressed in US\$/MWh, calculated by the Coordinator in a certain hour. For the application of the CMg, this value corresponds today to the marginal cost referred to in article 149 of the LGSE, which is calculated by the Coordinator to value the transfers of active energy between electric companies and the injections and withdrawals of active energy in each node of the SEN.

"Demand Hourly": corresponds to the average of the four demands of 15 Minutes that occur during one hour at the Point of Supply.

"Dollar" or "US\$": corresponds to the official circulating currency of the United States of America.

"Energy Associated": corresponds to the energy associated to the power Agreed.

"Abandonment Event PDMB": has the meaning assigned to that term in the [REDACTED].

"Abandonment Event PDMV": means (i) on [REDACTED], if prior to that date the Client has not delivered the "*Full Notice to Proceed*" for the construction of the PDMV; or (ii) on [REDACTED], if prior to that date, the has not been reached the COD PDMV.

"Sites": Means every and each one of the facilities that are and/or will be part of MV and/or PDMV, identified in Annex 4.

"Supply Commencement Date": means [REDACTED]

"Supply Termination Date": means (i) [REDACTED] after the occurrence of the COD PDMV, in the event that an PDMV Abandonment Event does not occur, or (ii) on [REDACTED], in the event that a PDMV Abandonment Event occurs.

THIRD: OBJECT AND SCOPE OF THE AGREEMENT.

3.1 Exclusivity and Priority of Supply

From the Supply Commencement Date and until the Supply Termination Date, the Supplier undertakes to supply and sell to the Client, and the latter to consume all the energy and power, at the Supply Point, required by its Consumption up to the Agreed Power.

The Supply shall be exclusive (once the term of the Agreement current MV has expired and if there no are other supply agreements subscribed with third parties) to supply the Consumption) or priority up to the Agreed Capacity multiplied by a load factor equal to [REDACTED] and by the number of hours of the respective month (during the term of the Current MV Agreement or in case there are other supply agreements subscribed with third parties to supply the Consumption), respecting the allocation included in orders Annex 1, Annex 2 and

Annex 3, as applicable, according to which: the supplies to which Priority 1 is assigned will be the first to be satisfied, followed by those of Priority 2, then by those of Priority 3 and, only in the event that the Consumption cannot be fully satisfied with this Agreement, they may be satisfied through agreements entered into with third parties and/or with the Current MV Agreement, at the Client's choice. Exceptions to the foregoing are the On-Site Generation and Backup Generation referred to in Section 3.2 below.

It is hereby stated for the record that, as of the later of (i) [REDACTED]; and (ii) [REDACTED] the COD PDMV, at least [REDACTED] of the energy sold and supplied through this Agreement must come from non-conventional renewable or hydroelectric sources.

Likewise, it is hereby stated for the record that the Agreement does not contemplate a minimum energy consumption obligation for the Client during the term of the Agreement. Consequently, the payment to be made by the Client to the Supplier is for the power and energy actually withdrawn for the Client at the Point of Supply and supplied by the Supplier.

Only in the case of the Client celebrating one or more supply agreements with third parties to supply the Sites, the energy monthly consumption will be designated according to the following rules:

- The Agreement has first priority for the supply of electricity to the Consumers.
- The Client's maximum integrated Hourly Demand actually recorded in the month in the metering equipment at the Point of Supply will be considered.
- The Client's maximum integrated Hourly Demand actually recorded in the month in the metering equipment at the Point of Supply will be considered.

- The energy allocated to this Agreement will be the energy consumed in the month, up to a limit determined monthly equal to the Agreed Capacity multiplied by a factor load equal to [REDACTED] and by the number of hours of the respective month. Only if the Consumption exceeds such limit, the excess to the other supply agreements entered into by the Client and/or to the Current MV Agreement, at the may be allocated Client's choice.
- Hourly energy will be assigned with the same criteria.

3.2 On-Site Generation and Backup Generation

Notwithstanding the provisions of Section 3.1 above, the Client is entitled to satisfy part of its demand through systems electricity generation located downstream of the Supply Point, that is, between the Supply Point and the operations of the Sites, not and may inject surpluses into the SEN and shall have a limit of [REDACTED] of power (hereinafter, "**On-Site Generation** ").

The Supplier shall have the first option to grant the supply from On-Site Generation, having the possibility to match the offers of third parties. On effect, the Parties establish that the Supplier will have a term of 60 days to express its interest or intention to provide the On-Site Generation, counted from the moment the Client communicates its decision to install it. In case there is any offer from third parties, the Supplier shall have 60 calendar days from the date of communication of such offer to express in writing its intention to match it. If it does not do so, the Client may freely , develop on its own or with third parties, the On-Site Generation.

Likewise, the Client shall be entitled to generate backup power and energy for the Sites by itself or through third parties, in replacement of the supply subject to this Agreement

for a period not exceeding 300 calendar days, only in the event that such Sites cannot be supplied totally or partially for any reason not attributable to events caused by gross negligence or willful misconduct of the Client, due to interruption of the electricity supply at the Supply Point (hereinafter, "**Backup Generation**"). In the event that the conditions that led to the use of the Backup Generation are maintained for a period exceeding 300 days, and unless this is due to a situation of Force Majeure or Fortuitous, the Event Client shall pay the Supplier the amount resulting from valuing the energy consumed in such period with the positive difference between the current and Energy Price the Hourly Marginal Cost of Withdrawal of the busbar [REDACTED]. In the event that Backup Generation is used, the limit for Generation On-Site established in this Section 3.2 will not apply.

The Client declares that, at the time of the execution of this document, [REDACTED]
[REDACTED]

3.3 Agreed Power

The Agreed Capacity that the Supplier shall supply to the Client on an hourly basis and that, in turn, the latter undertakes to purchase exclusively and with first priority from the Supplier, shall correspond to that defined Annex 1 (to the extent that does not occur a PDMV Abandonment Event) or in Annex 2 (to the extent that a PDMV Abandonment Event occurs), as applicable.

3.4 Variation in Energy Associated with a PDMV Abandonment Event

In the event of a PDMV Abandonment Event, the maximum volume of energy to be supplied annually as established in Annex 2 of this Agreement, may be limited by the

Supplier to [REDACTED] of the Consumption of the previous year.

3.5 Energy consumption and excess power

Notwithstanding the foregoing, if during the term of this Agreement the energy associated with the Consumption exceeds the annual energy volumes of the Block, without the Client having entered into other agreements for the supply of such surpluses (including, within them, the Current MV Agreement), such part of the Consumption that exceeds the indicated volumes will correspond to "**Consumption Excess**". For illustrative purposes, a graphic representation of any Excess Consumption is included as Exhibit 6 to this Agreement.

The Supplier, during the month of [REDACTED] of the year following the year in which the Excess Consumption occurred, shall charge for such Excess Consumption the amount resulting from the valuation of this energy to the Excess Withdrawal Costs, such term is defined in the second clause of this Agreement.

Likewise, if during the term of the Agreement the power associated to the Consumption exceeds the Power Agreed , without the Client having entered into contracts for the supply of such surplus (including the Current MV Agreement), the Supplier shall charge for such excess power the price used by the Coordinator to value the withdrawals of power from the Consumption under the conditions set forth in Section 5.3 of this Agreement.

However, if in during any year the term of the Agreement there is Excess Consumption, the Supplier may require the Client to obtain additional supply for such excess energy, if it does not have it.

The Client shall indemnify the Supplier for any fines and/or damages directly caused by the withdrawal of the power additional and/or additional energy required by the Client, for its consumption under this Agreement, which would have not occurred in the absence of such withdrawal. The Supplier shall (i) communicate the occurrence of circumstances that may entitle to the Client claim the payment of fines and/or damages caused by the withdrawal of additional power and/or additional energy, as soon as it becomes aware of them; and (ii) shall assign to the Client all actions and/or rights that may correspond to it against third parties with respect to the fines and/or damages assumed by the Client.

FOURTH: MEASUREMENT OF CONSUMPTION.

Consumption will be measured at the [REDACTED] with equipment that allows integrating the demand every 15 minutes with an accuracy of at least 0.2%. The Consumption at the Supply Point will be obtained by referencing Point the measurement at the [REDACTED] using for this purpose the percentages of real electrical losses, average of the corresponding month. In case there is not enough information to apply the above methodology, the Parties shall agree on the loss factors to be applied for such purpose.

As of the date of execution of this Agreement, metering system used to measure the Consumption, identified in Exhibit N°5, is owned, operated and maintained by the Supplier.

In the event that, for any reason, the Point of Supply or the point of connection of the Consumption to the SEN is modified and, as a result, it is necessary to install new metering systems for the measurement of the Consumption, the purchase, installation,

operation and maintenance of such new metering systems shall be the exclusive responsibility of the Client.

For the case described in the preceding paragraph, the Supplier, at its exclusive cost, shall have the right to remotely access the readings of the new equipment metering and systems. For these purposes, the Client shall provide the Supplier with, at no cost, the licenses, programs and, if technically feasible, the use of the communication channels owned by the Client, necessary for the adequate remote reading of the new measuring equipment.

It will be the responsibility of the owner of each metering system used for the determination of Consumption to comply with the technical characteristics required by the Technical Annex Metering Systems for Transfers Economic of the Technical Standard, or the standard or technical annex that replaces it. Said measurement systems may be tested and calibrated at twelve (12) month intervals, if so requested in writing to the owner of the equipment, by the Client or Supplier, as the case may be, least thirty (30) days in advance, by a company duly certified for such purposes. The Parties shall have the right to witness any calibration or test of the meters, for which the owner of the metering system shall notify other Party ten (10) days in advance of any such test or calibration. In the event replacement or installation of meters is required, such meters shall be at the expense and cost of the owner of the equipment being replaced.

Each Party shall have the right to request, at any time special tests of the respective metering system from an independent certifying company. If as a result of such tests it is shown that the meter records accurately the electricity consumption with a margin of error not exceeding 0.2%, the Party that requested the test shall pay the costs of such tests.

Otherwise, the test shall be paid for in equal shares between the Supplier and the Client. The result of any test or calibration of the meters shall be open for examination by both Parties, and each Party shall receive the final report of each test or calibration.

If as a result of any test or calibration of the meter(s) it is discovered that one or more of the meters have a margin of error in their measurements greater than of error of more than 0.2%, outside the range of accuracy of the equipment according to IEC 62053-22 for active energy and IEC 62053-23 for reactive energy or NCH-2542, that meter(s) shall be checked and if necessary replaced, and shall be made adjusted according to the percentage of inaccuracy for the period in which it can be determined that the meter recorded the supply inaccurately.

If the period in which the measurements were inaccurate cannot be determined, the adjustment period for such billings will be corrected over a period equal to half the time elapsed since the test previous or calibration of the meter or meters affected, and which in any case may not exceed six months.

If, at any time, the meter ceases to register or its records are notoriously erratic or meaningless, the consumption shall be determined with the best information available, as mutually agreed by the Parties, who shall act prudently and reasonably and in good faith to provide a prompt solution to this inconvenience. For these purposes, it shall be understood as such:

- (a) Backup meters;
- (b) SCADA (Supervisory Control and Data) of the Client, Supplier and/or Coordinator; Acquisition system measurements

- (c) measurements obtained from other meters on basis of the bar ;balance
- (d) telemetry information ; and
- (e) measurements from the Sites.

In any case, the measurements with the best accuracy class available will be chosen on each occasion.

FIFTH: ENERGY AND POWER PRICES AND CHARGES

The Supplier shall invoice monthly, in the manner specified in Clause Twelve Two, the following prices and charges for the supply of electricity

5.1 Active Energy

The active energy consumed by the Customer will be charged according to the monthly Consumption, in accordance with the following rules:

5.1.1 The price of the active energy at the Supply Point shall be the indicated for each Block in Schedule 1 of this Agreement (to the extent that a PDMV Abandonment Event is not verified), in Schedule 2 (to the extent that a PDMV) Abandonment Event is verified) or in Schedule 3 (to the extent that a PDMB Abandonment Event is verified and has the PDMV COD occurred) and shall be adjusted according to the provisions of Section 7.1 of this Agreement.

The energy price indicated in this Section 5.1.1 includes all costs associated with: (i) the NCRE Law; and (ii) the tax on emissions air of particulate matter (PM), nitrogen oxides (NOx), sulfur dioxide (SO2) and carbon dioxide (CO2), established in Article 8 of Law No. 20,780, with the exclusion indicated in Section 9.1.1.2 with respect to the amounts

to be paid in accordance with final paragraph of said Article 8, which shall be charged to the Client in accordance with Section 9.1.2. Consequently, no additional charge shall be made to the Client for such concepts, with the exception of what is established in the final paragraph of Article 8 of Law No. 20,780.

Likewise, the Parties agree that the price of the energy indicated in this Section includes the taxes associated with any future amendments to the item 8 Law No. 20.780 and/or the establishment of new similar taxes or charges levied on emissions from thermoelectric power plants that use fossil fuels (coal, natural gas or liquefied gas and other petroleum derivatives) for the generation of electricity, with respect to which the provisions of Clause Nineteen shall not be applicable, with the understanding, however, that the Client shall be responsible for any systemic charges that may be established through such regulatory changes, analogous to the final paragraph of Article 8 of Law 20,780.

5.1.2 The physical amounts of active energy to be billed monthly will be equal to the Consumption registered between zero hours of the first day and 24 hours of the last day of each month, duly referred to the Point of Supply.

5.2 Reactive Energy

As a charge for reactive energy, the Supplier will charge the Client the amount resulting from applying to the Consumption the amount established in decrees for fixing the prices node for electricity supplies referred to in point 3 of article 147° of the LGSE, published by the Ministry of Energy, or the mechanism that replaces it.

If at any time the competent authority assigns to the Supplier other costs attributable to

the Reactive Energy Consumption associated to the present supply, for an amount greater than those indicated in the previous paragraph, the Supplier shall charge fully such higher costs to the Client. If they are not applicable, the Supplier shall claim them before the pertinent, administrative or judicial authorities requesting the suspension of the charge if applicable, and once has been resolved the respective claim favorably, the Supplier shall reimburse the Client for the amounts the provisional amounts paid by the Client and the final amounts, in accordance with the Coordinator's current procedures.

5.3 Power

5.3.1 The price of the power at the Point of Supply to be applied in each month shall be the Short-Term Node Price for the Point of Supply, determined every six months by the National Energy Commission (or the body that replaces it), and used by the Coordinator (or the body that replaces it) in the Power Transfer Balances.

5.3.2 The physical amounts to be invoiced for power shall correspond to the amounts accounted as power withdrawals associated to the Consumption supplied by the Supplier, determined by the Coordinator for the preparation of the Power Transfer Balances between generators.

5.3.3 The power shall be invoiced monthly to the Client according to the provisional values informed by the Supplier to the Coordinator based on the information provided by the Client. For these purposes, before [REDACTED] of each year, the Client shall inform the Supplier in writing of the physical amount of power that the latter will provisionally invoice the Client, until the withdrawal that officially appears in the balance prepared by the Coordinator for the

respective year is known. Once the Coordinator has determined the Definitive Balance of Power Transfers, the differences between the provisional amounts paid by the Client and the definitive amounts will be settled, according to the procedures in force of the Coordinator.

SIXTH: ACCOUNT IN OF FAVOUR THE SUPPLIER AND GUARANTEES

6.1 The execution of Agreement, together with the amendment to the Current MV Agreement signed on this same date, implies a reduction in the prices of the active energy associated to the Supply delivered as of [REDACTED] (which is the date on which the Current MV Agreement expires), consisting of the difference between what should have been billed monthly [REDACTED] according to the price of the Current MV Agreement before the modification subscribed on the same date and what should have been billed monthly according to this Agreement until [REDACTED], considering Consumption up to a power [REDACTED] multiplied by a load equal to factor [REDACTED] and by the number of hours of the respective month (such difference, including the value tax added associated to it, the "Discount"). The Discount shall be recorded by the Supplier in an account called "Account in Favor of the Supplier" or "[REDACTED]", the which balance of shall be reported monthly in writing to the Client. A monthly compound interest rate equivalent to [REDACTED], shall be applied to such balance which shall also be posted to the Account in Favor of the Supplier.

The Parties agree that the Discount to be made on the first invoice to be issued pursuant to this Agreement shall amount to [REDACTED]
[REDACTED] plus value added tax of [REDACTED]

[REDACTED], and shall cover the supply period delivered between the month of [REDACTED] inclusive. In the event that the amount of the Discount is greater than the amount of the first invoice issued pursuant to this Agreement, the balance shall be charged to the next invoice. For all purposes derived from this clause, the initial balance of the CP20XX as [REDACTED] shall be equal to the value indicated above. In relation to the interest applicable to the Account in Favor of the Supplier, this shall accrue from date of payment of the first invoice or invoices in which the discount indicated above is recorded.

6.2 Discount Credit

The Parties acknowledge that Supplier would not have granted the Discount without the execution of this Agreement and [REDACTED]. Accordingly, the Parties agree that the amounts incorporated in the Account in Favor of the Supplier including value added tax shall constitute a credit of the Supplier against the Client (the "**Discount Credit**"), which shall be extinguished in accordance with the rules set forth in the following paragraph and shall only become due and payable to the extent that there is any remainder of the Credit Discount in the following circumstances (the "**Collection Circumstances**"):

- (i) if a PDMV Abandonment Event, occurs at the time of termination of this Agreement, for any whatsoever cause;
- (ii) if a PDMV Abandonment Event has not occurred, if the Agreement terminates *before* the date on which 183 months have elapsed since the COD PDMV for the following reasons:
 - (A) the grounds set forth in Section 13.1;
 - (B) extent that it has been invoked by the Client, except in the

event the cause established in the final paragraph of Clause Seventeen, to the that the corresponding Force Majeure event produces the closure permanent of the Sites, in which case there no shall be right to collect the balance of the Discount Creditor;

- (C) or the cause set forth in Section 19.2, to the extent that it has been invoked by the Client.

The Discount Credit shall be extinguished in accordance with the following rules:

- A) In the event of a PDMV Abandonment Event: as of the later of [REDACTED] and the date of the PDMV Abandonment Event, the Supplier shall be entitled to charge (i) the price of the [REDACTED], adjusted in the manner set forth in Section 7.1.1, with applicable added value tax, and (ii) an additional amount equal to the difference between (A) [REDACTED] [REDACTED] included in the table in Schedule 1, adjusted in the manner set forth in Section 7.1.1, with applicable added value tax (B) [REDACTED] [REDACTED] included in the table in Schedule 2, adjusted in the manner set forth in Section 7.1.1, with applicable added value tax.

The difference between the price applicable to the [REDACTED] included in the table in Annex 1 and to the [REDACTED] included in the table in Annex 2 shall be deducted from the Account in Favor of the Supplier until its extinction, in accordance with the following expression:

[REDACTED]

Where:

Q Corresponds to the amount of energy invoiced during month "s", expressed in MWh.

VIB [REDACTED] block price included in the table in Annex 1 for month "s", updated in accordance with Section 7.1.1 and expressed in US\$/MWh.

c [REDACTED] block price included in the table of Annex 2 for month "s", updated in accordance with Section 7.1.1 and expressed in US\$/MWh.

Upon extinguishment of the Discount Credit, the price of the active energy shall be equal to the price of the [REDACTED] included in the table in Schedule 2, adjusted in the manner set forth in Section 7.1.1.

If on the date of the termination of the Agreement there is any remainder of the Discount Credit, such amount shall be paid by the Client following procedures applicable in accordance with Clause Twelve.

B) In case is not verified a PDMV : the value Abandonment Event of the Account in Favor of the Supplier will be adjusted in each month according

to the following:

b.1) If the Collection is verified before [REDACTED], the Client shall pay to the Supplier the value of the Account in Favor of the Supplier updated to the Collection is verified.

b.2) If the Circumstance Collection occurs on or after [REDACTED]

Where:

CPj: Account in favor of the supplier in month j.

CP2023: Account in Favor of Supplier accrued until [REDACTED]

Int: Compounded monthly interest rate equal to [REDACTED]

N° months: Number of months counted from [REDACTED] to the last day of the month of month j.

Qi: Energy effectively invoiced under this Agreement for each month i, up to a maximum amount of [REDACTED]

Q is p -: Consumption Estimate delivered by the Client to the Supplier during the negotiations of this Agreement, equivalent to [REDACTED] for the period from [REDACTED]

If on the date on which a circumstance Collection occur , there is any remainder of the Discount Credit, such amount shall be paid by the Client following procedures applicable in accordance Clause Twelve.

6.3 Discount Credit and Collateral Documentation

The amounts associated with the Discount Credit accruing through [REDACTED] shall be documented by means of promissory notes that the Client shall execute quarterly to the order of the Supplier with a notarized signature and blank maturity dates and irrevocable instructions authorizing the Supplier or the person who is the lawful holder of the corresponding promissory note to, complete the respective maturity date, all in terms substantially similar to those of Exhibit 7 (the "**Promissory Notes**"), which the Client shall deliver to the Supplier or keep in custody, as indicated in the following paragraphs.

The first Promissory Note shall be executed and delivered to the Supplier within the term for payment of the first invoice to be issued pursuant to this Agreement as provided in Clause Twelve, for the amount of the Discount to be made on that invoice. The second Promissory Note shall be issued and delivered to the Supplier.

(i) within the time to pay the second invoice to be issued pursuant to the Agreement, only if the Discount is greater than the Credit amount of the first invoice to be issued pursuant to the Agreement; or (ii) within the time to pay the fourth invoice to be issued pursuant to the Agreement, if the Credit amount of the Discount shall not exceed the amount of the first invoice.

If the Client does not deliver a Promissory Note when obliged to do so in accordance

with the Agreement, the Supplier shall be entitled to send a written request to the Client to subscribe the corresponding Promissory Note within a maximum period of 7 business days and if the Client does not subscribe it, the Supplier shall be entitled to cancel the Discount associated to the respective amounts not documented in the respective Promissory Note and invoice them to the Client in accordance with Clause Twelve in the immediately following invoice.

If as of [REDACTED] the document called "*Full Notice to Proceed*" for the construction of the PDMV, has not been delivered which shall be reported to the Supplier as provided in letter b) of Section 21.1 of this Agreement, the Client shall deliver to the Supplier instead of the first Promissory Note and on the same date on which it should be delivered, a bank guarantee consisting of one or more non- endorsable bank guarantee slips in the name of the Supplier issued by a First Level Bank, sight and valid for at 3 months, and automatically renewable upon maturity. The first bank draft shall be issued for a value equivalent to the total amount of the Discount that has accrued up to that date, replacing Credit the above mentioned Promissory Note(s). Such Promissory Notes shall be returned by the Supplier to the Client for safekeeping until the date on which the provisions of Section (b) of are fulfilled 21.1 the Agreement , which date (i) such Promissory Notes shall be returned to the Supplier and ii) the Supplier shall return to the Client the bank guarantee slips in its possession.

As long as the document called "*Full Notice to Proceed*" for the construction of the PDMV has not been delivered and reported, the Client shall deliver a new bank guarantee bill every quarter, guaranteeing the accrued and uncovered balance of the Discount Credit for the bank bill(s) that have been delivered by the Client to the Supplier prior to said date. Failure to

deliver any of these bank guarantee slips shall entitle the Supplier to collect the bank guarantees in its possession, charging the corresponding amounts received against the Discount Credit. The same shall apply in the event that the bank issuing the bank guarantees ceases to be a First Tier Bank or informs its decision not to renew any of the bank guarantee slips in the Supplier's possession. In any of these cases, and prior to the collection of the existing guarantee by the Supplier, the Supplier shall send a written request to the Client for the issuance, delivery or replacement of the corresponding bank guarantee slip, as the case may be. The Client shall have a term of seven working days to deliver another bank guarantee slip(s) issued by a First Level Bank, as applicable. In case of failure to do so, the Supplier may collect the bank guarantee(s) in its possession.

Once the document called "Full Notice to Proceed" for the construction of the PDMV has been delivered and informed in accordance with letter b) of Section 21.1, the Supplier shall return to the Client all the bank slips in its possession, and the Client shall return to the Supplier the Promissory Notes that exist in the Client's possession and grant a new Promissory Note for the balance of the Credit for the Discount not covered by the Promissory Notes returned to the Supplier.

If after the date on which the "*Full Notice to Proceed*" for the construction of the PDMV has been delivered and reported in accordance with Section 21.1(b), the Discount Credit exceeds the sum of [REDACTED] (the "**Excess**") and the COD PDMV has not been reached, the Client shall deliver to the Supplier a guarantee equivalent to the total amount of such Excess consisting of a non-endorsable bank guarantee note in the name of the Supplier issued by a First Tier Bank, at sight and valid for at least 3 months, and automatically renewable upon maturity.

As long as the COD PDMV has not been verified, the Client shall deliver quarterly a new bank guarantee slip that guarantees the balance of the Excess accrued and not covered by the bank slip(s) that have been delivered by the Client to the Supplier prior to said date. Failure to deliver any of these bank guarantee slips shall entitle the Supplier to collect the bank guarantees and the Promissory Notes in its possession, charging the corresponding amounts received against the Credit for the Discount. The same shall apply in the event that the bank issuing the bank guarantees ceases to be a First Tier Bank or informs its decision not to renew any of the bank guarantee slips in the Supplier's possession. In any of these cases, and prior to the collection of the existing guarantee by the Supplier, the Supplier shall send a written request to the Client for the issuance, delivery or replacement of the corresponding bank guarantee slip, as the case may be. The Client shall have a term of seven working days to deliver another bank guarantee slip(s) issued by a First Level Bank, as applicable. In case of failure to do so, the Supplier may collect the bank guarantee(s) in its possession.

Upon verification of the COD PDMV, the Supplier shall return to the Client all Promissory Notes and bank slips received from the Client.

For illustrative purposes, a graphic representation of the milestones associated with the delivery of Promissory Notes and bank guarantee slips referred to in this Section 6.3 is included as Exhibit 8 to this Agreement.

The direct cost of the Promissory Notes and bank guarantees to be given by the Client in favor of the Supplier in accordance with this Section 6.3, including the expenses for stamp taxes payable and/or bank commissions or fees applicable to the guarantee slips, shall be borne by the Supplier, [REDACTED] Discount Credit. If such costs have been paid by the Client without having received the corresponding

funds from the Supplier, they may be compensated by the Client from the invoices received from the Supplier in accordance with this Agreement, and the Client must submit the documentation evidencing such costs and the payment made by the Client as a condition for the compensation to be made. Any additional costs that may be applicable shall be borne by the Client.

Given that the Promissory Notes and the bank guarantees have been delivered to guarantee the eventual payment of the Discount Credit, which in turn has its origin in the Discount that has been granted as a result of energy sales, the Parties agree that the Supplier, prior to the collection of any such instruments upon the occurrence of a Collection Event, shall issue a debit note to the Client for the remaining Discount Credit existing as of that date, which in turn has its origin in the Discount that has been granted as a result of energy sales, prior to the collection of any of said instruments once a Collection Circumstance has occurred, shall issue a debit note to the Client for the remainder of the Credit for the Discount existing at that date, in accordance with the provisions of Clause Twelve, being able to collect only in the event that it does not receive the payment of the corresponding debit note.

In the event of improper collection of any of the Promissory Notes or bank guarantees by the Supplier, in accordance with the provisions of this Clause Sixth, the Supplier shall indemnify the Client for the damages caused by this improper collection, which shall correspond to the Default Interest Rate (as defined below) with respect to the amounts improperly collected.

SEVENTH: ADJUSTMENT OF ENERGY AND POWER PRICES.

7.1 Active Energy Price

7.1.1 General Rule. The price of the active energy at the Supply Point to be applied in each month will be determined monthly by means of the following adjustment formula, which will be applied for all the Blocks, except for block [REDACTED]

[REDACTED]

Whereas:

PEs: Energy Price applicable to month S, referred to the Supply Point, expressed in US\$/MWh, as defined in Section 5.1.1.

PEo: Price assigned to the respective Block, except for block [REDACTED]

CPIs: Value of the third month prior to month S of the U.S. consumer price index rounded to the third decimal place. The CPI All Urban Consumer, not seasonally adjusted, All items, U.S. city average, 1982-84 = 100 (Series Id: CUUR0000SA0), published by the Bureau of Labor Statistics of the U.S. Department of Labor, is used. (www.bls.gov).

CPIo: Base value equal to [REDACTED] corresponding to the month of [REDACTED]

7.1.2. Special Rule [REDACTED] The price of the active energy at the Point of Supply to be applied in each month in which the [REDACTED] is to be applied, shall be determined monthly by means of the following adjustment formula:

[REDACTED]

PES: Energy Price applicable to month S, referred to the Supply Point, expressed in US\$/MWh, as defined in Section 5.1.1.

Peo: Price assigned to [REDACTED]

PCS: Average price of coal placed in the field of the Guacolda Power Plant during month "S" used by the National Electric Coordinator in the daily dispatch schedule, expressed in [REDACTED]

PC0: [REDACTED]

CPIs: Value of the third month prior to month S of the *consumer price index* of the United States of America rounded to the third decimal place. The CPI All Urban Consumer, not seasonally adjusted, All Items, U.S. city average, 1982-84=100 (Series Id: CUUR0000SA0), published by the U.S. Department of Labor's Bureau of Labor Statistics.

CPI0 [REDACTED]
[REDACTED]

% [REDACTED]

CPI [REDACTED]

7.2 Power Price

The price of the power at the Point of Supply to be applied in each month shall be the Short-Term Node Price in force referred to the Point of Supply, determined every year by the National Energy Commission or the body that replaces it, used by the Coordinator to make the Power Transfer Balance.

EIGHTH: REVISION OF THE BASE PRICE OF ENERGY.

In case the COD PDMV has been verified, the base price of the energy in force will be revised only once on [REDACTED]. For these purposes, the current price will be compared with the average market price of energy for free or non-regulated clients, determined in accordance with article 167 of the LGSE and its future modifications, and adjusting it according to the result of the following expression:

[REDACTED]

Where:

CPIo: Value defined in Section 7.1.

CPIo [REDACTED] [REDACTED] value of the U.S. Consumer Price Index rounded to the third decimal place. The CPI All Urban Consumer, not seasonally adjusted, All Items, U.S. city average, 1982-84 = 100 (Series Id: CUUR0000SA0), published by the Bureau of Labor Statistics of the U.S. Department of Labor (www.bls.gov), or its successor, is used.

PR*: Revised Base Price

PV [REDACTED] Indexed price in effect as of [REDACTED]

PMME [REDACTED]: Average Market Price of Energy of free or non-regulated customers during [REDACTED] expressed in US\$/MWh. Its calculation will be made using the following expression:

[REDACTED]

PMM [REDACTED] Average value of the values with publication date during [REDACTED] of the Average Market Price of free customers published by the National Energy Commission or the agency/index that eventually replaces them, expressed in \$/kWh.

PNP: Average value during [REDACTED] of the Node Price of the Power in the system's reference bus, expressed in \$/kW/month.

Fc: [REDACTED]

[REDACTED] Average value of the Dollar observed during the year [REDACTED]

The Revised Base Price will be effective as of the billing corresponding to [REDACTED]

[REDACTED]

NINTH: OTHER CHARGES ASSOCIATED WITH CONSUMPTION AND RENEWABLE CERTIFICATES.

9.1 Charges Associated with Consumption

All charges associated with the withdrawals made by the Supplier in order to comply with the supply to the Client, which are so determined in accordance with the regulations in force at the date of execution of this Agreement, shall be for the account of the Client. In the event of a Law Amendment, as defined below, the provisions of the nineteenth clause shall apply.

9.1. 1 In relation to the charges or payments that the Supplier must make or receive corresponding to the complementary services that the Coordinator, by application of the Electricity Regulations, attributes to the Consumption supplied by means of this Agreement, the following shall apply: (i) the Client shall pay the Supplier the charges that the latter must pay for such concept, which shall be added in the following invoice that corresponds, once determined; and (ii) the Supplier shall discount the Client the income that the former must receive for complementary services, also in the invoice following its determination, unless it is income for complementary services that any of the Parties would have the right to receive independently of the subscription of this Agreement, which shall correspond entirely to the respective Party.

9.1.2 The Supplier shall apply a charge, expressed in US\$, as a result of the application of the final clause of article 8 of Law 20.780, complemented by SR No. 659 of 2017 and SR No. 52 of 2018 of the National Energy Commission, and which shall be proportional to the Consumption destined to supply the Client during the corresponding calendar year.

For the calculation of this annual charge, the amounts determined by the Coordinator (or the body that replaces it) will be used, as determined in the Definitive Balance Sheet of Compensations, published the year following the one in which the respective Consumptions were made.

9.2 Charges associated to Renewable Certificates

As of the date on which the COD PDMV is verified, the Client shall have the option or faculty to request the Supplier to deliver and/or transfer to the Client, at the Client's cost,

Renewable Certificates for a percentage equal to or greater than 50% of the energy consumed by the Client in accordance with this Agreement, provided that such certificates are available in the Chilean market (the “**Renewable Certificates Application**”).

Once an Application for Renewable Certificates has been submitted, the following procedure shall be followed:

a) The Supplier shall inform the Client, within 30 days following the date on which it has received the Renewable Certificates Request, if there is availability of Renewable Certificates for the Chilean market for the amounts of energy specified in the Renewable Certificates Application and what the cost associated with the delivery and/or transfer to the Client of the Renewable Certificates would be (the “**Renewable Certificates Offer**”).

b) The Client, within 30 days after the date on which it has received the Renewable Certificates Offer, must inform the Supplier whether it accepts the Renewable Certificates Offer outright.

c) If the Client purely and simply accepts the Renewable Certificates Offer, the Supplier shall be obliged to deliver and/or transfer to the Client the Renewable Certificates that correspond by virtue of the Renewable Certificates Offer. The costs charged by the third party issuing the Renewable Certificates shall be charged to the Client, and shall be invoiced by the Supplier in accordance with the provisions of Clause Twelve of the Agreement. Together with the respective invoice, the documentation evidencing the cost of the Renewable

Certificate being charged shall be attached.

d) If the Client does not send its acceptance of the Renewable Certificates Offering within the term indicated in letter b) of this Section 9.2, it shall be understood that it has decided not to exercise the option regulated in this Section 9.2 corresponding to the respective Renewable Certificate Application.

The Parties hereby state for the record that the Client's option regulated in this Section 9.2 is without prejudice to the fulfillment of the Supplier's obligations set forth in Clause One, paragraph 7 and in Section 21.2.4.

TENTH: CHARGES FOR USE OF TRANSMISSION SYSTEMS.

The Client shall be exclusively responsible for the payments for the use of the transmission system associated to the Consumption, in accordance with the provisions of the Electricity Regulations, mainly in the LGSE and Law No. 20,936 of 2016, and as calculated by the Coordinator or the relevant authority.

The Client is solely responsible for transporting the electric energy and power from the Point of Supply to the point or points where the Sites are located, therefore, for all legal and contractual purposes, the sale shall be deemed to be made at the Point of Supply and without further liability for the Supplier from that Point of Supply onwards.

ELEVENTH: CHARGE OR DISCOUNT FOR NON-COINCIDENCE BETWEEN THE POINT OF WITHDRAWAL AND POINT OF SUPPLY. CHANGES IN THE POINT OF SUPPLY.

As of the Supply Start Date, in the event that (i) the Supply Point is different from the point where the Coordinator values the Consumption, as established in Clause Four of this instrument; or (ii) the Client requests the Supplier to modify the busbar corresponding to the Supply Point (which may be requested up to three times during the term of the Agreement, without prejudice of other agreements that may be reached by the Parties); the Parties shall agree on a charge or discount for non-coincidence or a new active energy price associated to the different Blocks for the new Supply Point, within a maximum period of ninety (90) calendar days after the affected Party informs the other Party of such situation. In the intervening time, as long as the Parties do not agree on a value for the referred charge or discount, the Supplier shall apply a charge or discount to the Client on a monthly basis, which shall be calculated according to the following:

[REDACTED]

[REDACTED]

[REDACTED]

Where:

CDPR : Charge or Discount to be applied in the corresponding month;

CDPR_e : Charge or Discount associated to energy withdrawals from Consumption;

CDPR_p : Charge or Discount associated to power withdrawals from Consumption;

CMgEiPR : Hourly Marginal Cost of Hourly Withdrawal of energy of hour *i* at the point at

which the point at which the Coordinator values the energy withdrawals of the Consumptions;

CMgEipc : Hourly Marginal Hourly Cost of Hourly Withdrawal of energy of hour i at the new Point of Supply;

EiPR : Energy of the hour i of the Consumption referred to the point where the Coordinator values the energy withdrawals of the Consumption;

Eipc : Energy of the hour i of the Consumption referred to the Point of Supply;

CMgpPR : Short-term Node Price of the power at the point where the Coordinator values the withdrawals of energy from the

Coordinator values the power withdrawals of the Consumption;

CMgppc : Short-term Knot Price of the power at the new Point of Supply;

PPR: Maximum Power Demand of the Consumers referred to the point at which the Coordinator values the power withdrawals of the Consumption. The Maximum Power Demand will be the same used by the Coordinator for the valuation of the sufficiency power transfers between generators;

Ppc : Maximum Power Demand of the Consumption referred to the new Supply Point. The Maximum Power Demand will be the same as the one used by the Coordinator for the valuation of the sufficiency power transfers between generators; and

N : Number of hours of the month to be invoiced.

In the event that the Parties do not finally reach an agreement on the new value to be applied to the new measurement or supply point, within the 90 day term above indicated, either of

them may appeal to the Arbitral Court established in the Twentieth Clause of the Agreement.

TWELFTH: INVOICING AND PAYMENT.

Invoicing will be made monthly, in pesos, indicating its equivalent in Dollars, for the sale of energy and electric power of the calendar month prior to the one being invoiced and the other charges that correspond according to this Agreement, in accordance with the following procedure:

The Supplier will send to the Client on a monthly basis a proforma of the invoice of the Client's consumption for the previous month (the "**Proforma**"). Said Proforma shall indicate separately all the charges that make up the invoice in Dollars.

- In order to determine in the Proforma the amounts in Dollars of those charges that are expressed in Pesos, an exchange rate equal to the monthly average of the daily values of the observed Dollar published during the month being billed shall be used.
- The invoice shall contain the same breakdown of charges as the corresponding Proforma and shall maintain the same amounts in Dollars as the Proforma.
- In order to determine the amounts in Pesos of the charges that compose the invoice, the values contained in the Proforma shall be converted using an exchange rate equal to the observed Dollar in force on the day of issuance of the invoice.

The values thus expressed are net, so the Supplier shall include the Value Added Tax (VAT) and other taxes or duties that are legally charged to the Client.

The deadlines for the billing and payment process shall be as follows:

- a) The Supplier, no later than the fifth working day of the month following the month in which the invoice is made, shall deliver to the Client the Proforma, also attaching the detail of the calculations and those documents that serve as the basis for all the invoiced amounts, which allow the Client to validate those calculations and reproduce those delivered by the Coordinator.
- b) The Client will have a period of five (5) working days, counted from the date of reception of the Proforma, to send its observations to the calculation of the Proforma, or, if there are no comments, to proceed to its approval. Approval of the Proforma shall be understood as the written notice that the Client shall send to the Supplier communicating its agreement with the Proforma, including the codes required by its internal supplier payment process, such as, for example: purchase order number, service entry sheet or other (the “**Proforma Approval**”).
- c) Once the Proforma Approval has been obtained, the Supplier shall deliver the respective invoice. The Client, if there is no objection to the invoice as indicated in letter d) below, shall have ten (10) calendar days from the date of issuance and delivery of the invoice, to pay the invoice. Payment shall be made in Dollars for the amount indicated in the invoice, including applicable VAT, by electronic funds transfer, or such other means as the Parties may agree in the future, to the bank and current bank account (or such other financial institution as the Parties may agree), indicated below or such other account as the Supplier previously specifies by written notice at least 30 calendar days prior to the payment date:
- 

[REDACTED]

[REDACTED]

d) The Client, within 8 working days of receipt of the invoices, may object to them on a well-founded basis. Notwithstanding any objection by the Client to any monthly invoice issued by the Supplier, the Client shall be obliged to pay the undisputed amount thereof. For this purpose, the Supplier shall issue a new invoice for the undisputed amount, which shall be indicated by the Client in the corresponding objection. With respect to any amount objected to by the Client, either Party may submit the dispute to the dispute resolution mechanism established in Clause Twenty, and the losing Party shall pay or retribute, as the case may be, to the other Party that which the Arbitral Court resolves, duly adjusted and with interest at a rate equal to that indicated in letter f) below from the date on which the payment should have been made, or on which the overpayment was made, in the event of overpayment, and until the arbitration award is complied with.

e) Unless otherwise expressly provided in this Agreement, the Parties may not excuse themselves from their obligations to pay or Supply based on the other Party's non-compliance with its obligations under this Agreement, without prejudice to their right to demand the early termination or forced performance of the Agreement, with the corresponding indemnification for damages.

f) In the event of default or simple delay in the payment of an invoice, which does not arise from an event that qualifies as Force Majeure or Fortuitous Event pursuant to the provisions of Clause Seventeen, the amount owed shall accrue interest equivalent to the maximum interest rate that may be stipulated for operations expressed in foreign currency, determined by the Financial Market Commission or the agency that replaces it, which is in effect on the

due date of the respective invoice (the "**Default Interest Rate**").

g) In any case, if for reasons not attributable to the Supplier, the Client delays more than 5 business days in issuing the Proforma Approval, counting from the date on which the Client received the Proforma, the Supplier may charge interest from the later of (a) the last day of the month following the month in which the invoice is being billed and (b) the date corresponding to the fifth business day following the Client's receipt of the Proforma. The amount on which such interest shall accrue corresponds to the total amount of the final Proforma and the Default Interest Rate shall be used.

THIRTEENTH: EARLY TERMINATION OF THE AGREEMENT.

Notwithstanding the grounds for early termination set forth in Clause Seventeen referring to events of Force Majeure or Fortuitous Event and in Clause Nineteen referring to adjustments to the Agreement due to Law Amendments, this Agreement may be terminated early in the following cases:

13.1 The Supplier may terminate this Agreement early in the event of any of the following events:

a) If the Client does not pay in full and on time two invoices within the same calendar year. In order for this reason to apply, the Supplier must give written notice of default to the Client and the Client must have failed to remedy the default within ten (10) calendar days from the date the notice was sent.

b) If (i) the Client files for liquidation or after the end of the bankruptcy financial protection period if the Client files for reorganization or enters into a simplified reorganization agreement, or (ii) the Client is declared in liquidation.

13.2 The Client may terminate this Agreement in advance in the event of any of the following circumstances:

- a) If Supplier fails to comply with its supply obligation, due to events attributable to it, for more than four (4) consecutive days or for nine (9) non-consecutive days during any twelve (12) month period, without Client's written consent. In order for this reason to apply, it shall be necessary that the Client, on any day following the breach, requires the Supplier to remedy such breach, and that the Supplier does not do so within a maximum period of four (4) days from the date of the requirement. The foregoing is without prejudice that, in any of the events of non-compliance with the Supplier's supply obligation due to causes attributable to the Supplier, this shall also be considered as an event of unavailability and, therefore, the indemnities set forth in clause Sixteen of this instrument shall apply.
- b) If (i) the Supplier requests its liquidation or once the bankruptcy financial protection period has ended, if the Supplier files a reorganization petition or enters into a simplified reorganization agreement, (ii) the Supplier is declared in liquidation, or (iii) one or more creditors of the Supplier request the liquidation of the Supplier and in this case such situation is not remedied within thirty (30) days (hereinafter, each of the circumstances described in this letter a), a "Supplier Insolvency"). The foregoing, provided that on the date on which the Insolvency Event occurs, no Back-

up PPA was in force with [REDACTED] or another generating company that is part of the same corporate group as [REDACTED], otherwise the provisions of Section 13.3.1(a) shall apply.

13.3 The Agreement shall terminate early in the event of the occurrence of any of the following circumstances (the "**Qualified Early Termination**"):

13.3.1 Provided that there is at least one Back-up PPA that (i) has been subscribed with [REDACTED] or another company that is part of the same corporate group as [REDACTED] and (ii) is in force:

- a) If the Insolvency of the Supplier occurs; or
- b) If the Supplier fails to pay in full or in part one or more invoices issued pursuant to the Backstop PPA and [REDACTED] sends a written communication to that effect to both Parties (the "[REDACTED] Notice").

13.3.2 If on [REDACTED] and having previously reached the COD PDMV, the "*Full Notice to Proceed*" for the construction of Renewable Investments, pursuant to the provisions of Section 21.2.3 (ii), has not been given and informed to the Client, and the Supplier does not maintain in force one or more Backstop PPAs.

A Qualifying Early Termination Ground shall result in:

- (i) the early termination of this Agreement automatically and as of right, without the

need for judicial declaration, as of (A) midnight of the last day of the month in which the Supplier's Insolvency occurred or [REDACTED] Notice was sent, in respect of the Qualifying Early Termination events governed by Section 13.3.1; or (B) midnight on [REDACTED], with respect to the Qualifying Early Termination cause regulated in Section 13.3.2; as applicable; and (C) on [REDACTED] with respect to the Qualifying Early Termination cause regulated in Section 13.3.2.

- (ii) the automatic and full effectiveness of the Conditional PPA, as of (A) 0:00 hours of the first day of the month following the month in which the Supplier's Insolvency occurred or [REDACTED] Notice was sent; or (B) 0:00 hours of [REDACTED], with respect to the cause regulated in Section 13.3.2; as applicable.

If a Qualified Early Termination cause is verified, the Supplier and/or [REDACTED] shall timely inform the Coordinator thereof, in order to safeguard the continuity of the electricity supply to the Client without any solution of continuity.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.4 Notice of Early Termination:

Upon receipt by either Party of a notice from the other Party requesting termination pursuant to this Thirteenth Clause (which matter shall not apply with respect to a Qualifying Early Termination, as it operates automatically and as of right, as provided in Section 13.3), the defaulting Party shall have a period to fix or remedy at its expense the default (the "**Remedy Period**"). The Remedy Period shall be determined as follows:

- (i) In the case of the cause of termination contained in Section 13.1a), the remedy period shall be ten (10) business days.
- (ii) In the case of the cause for termination contained in Section 13.1 b) and 13.2 b), the remedy period shall be thirty (30) days counted from the respective request or declaration, it being understood that the event has been fixed when the procedures or their effects have been suspended or their effects have been rendered ineffective or suspended.
- (iii) In the case of the cause of termination contained in Section 13.2 a), the Period of Remedy shall be four (4) business days.

The Party to whom the early termination of this Agreement is invoked shall have the right to go before the Arbitral Court appointed in accordance with Clause Twenty of the Agreement, so that the Court may decide whether the early termination invoked by the other Party is legally valid, without prejudice to the other rights that correspond to the affected Party, in accordance with the law and the Agreement; this shall not imply in any way delaying the commencement of the applicable Remedy Period or the extension thereof while awaiting a decision of the Arbitral Court.

No other breach by either Party shall entitle it to request the termination of this Agreement.

In any case, none of the Parties shall be liable for indirect damages or moral damages or loss of profits derived from the early termination or the breach that motivated it.

FOURTEENTH: TECHNICAL CHARACTERISTICS OF THE ELECTRICITY SUPPLY AND CONSUMPTION

The technical characteristics of the supply of the Agreed Power and its Associated Energy to be delivered by the Supplier shall comply with the provisions of the Electric Regulations, mainly with the LGSE and its Regulations, but also, in particular, with the requirements imposed by the Technical Standard.

In the event that there is a need to implement Automatic Load Disconnection Schemes (EDAC) as defined and regulated in the Technical Standard at the Sites, as requested by the Coordinator, the Client and the Supplier undertake, as of now, to submit to the provisions and rules provided by the Coordinator or the competent electricity authority in this matter.

Particularly with regard to voltage regulation and the frequency and duration of supply interruptions, the quality of service shall correspond to that which the SEN must deliver at each delivery point, in application of the Technical Standard, the responsibility for which corresponds exclusively to the respective owners of the facilities and as coordinated by the Coordinator.

The technical characteristics of the Consumption shall comply with what the legal and

regulatory provisions establish in this respect, as well as the respective provisions of the Coordinator.

All the costs associated to the compliance with the legal, technical and regulatory provisions shall be borne by the Party that, as the case may be, is indicated in the respective standard or, in its absence, is the owner of the facility obliged to comply with such legal, technical or regulatory provision.

FIFTEENTH: SUPPLY RESTRICTIONS.

The supply object of this Agreement shall be uninterrupted, as long as there is no event constituting Force Majeure or Fortuitous Event (according to Clause Seventeen), which includes, among others, the rationing ordered by the Minister of Energy or the authority empowered by law to do so, which must forcibly affect the Consumption.

In the event of rationing decreed by the Ministry of Energy or the agency indicated by law, the Consumption shall comply with the conditions established by said Ministry, pursuant to the provisions of article 163 of the LGSE. In matters of compensation from the Supplier to the Client derived from rationing that may occur by virtue of the aforementioned provisions or those that replace them, the provisions of the LGSE, in the respective decree that declares it or as provided by the competent authority shall apply.

In the event of rationing, unless the competent authority orders otherwise, the Supplier

undertakes not to discriminate in terms of electricity supply to the Client with respect to other free customers located in the same area of the SEN in which the Sites are located, and during any rationing period, the Client shall not be restricted to the permitted limits of On-Site Generation established in Section 3.2 of this Agreement.

In the event that, by virtue of a rationing decree, the Client must forcibly make reductions in Consumption as ordered by the competent authority empowered to decree electricity rationing within the scope of its powers, the Supplier shall be exempted from any fine, compensation and indemnity as such instructions constitute an act of authority, unless the latter establishes compensation or indemnities in favor of free customers to be paid by the Supplier, in particular, or by the generating companies in general. Likewise, the Client shall hold the Supplier undamaged from any liability that may arise from the Client's failure to comply with such orders.

Furthermore, the Parties agree and declare that neither of them shall be liable before the other Party for the payment of fines or indemnities in favor of third parties derived from the compliance with the instructions given by the competent authority, which is without prejudice to the eventual claims that may arise against such instructions.

SIXTEENTH: LIABILITIES.

Except for what is indicated in this Clause and in the previous one, the Supplier shall not be obliged to pay the Client any kind of fines or penalty clauses or compensation for partial or

total interruption of the Supply.

In case of unavailability of the Supply, not authorized in accordance with the Electric Regulations, and which is outside the standards established in the Technical Norms referred to in article 72°-19 of the LGSE, the Supplier shall compensate the Client in the form, opportunity and for the amounts instructed by the Superintendence of Electricity and Fuels (or the competent authority that replaces or corresponds), in accordance with the provisions of article 72°-20 of the LGSE. However, this compensation may not exceed in any case the equivalent of the energy not supplied during the unavailability event, valued at fifteen (15) times the price of the active energy established in this Agreement.

Once the payment of the compensations has been made, in case the Supplier is not responsible for the unavailability, the Supplier shall have the right to obtain reimbursement from the third parties responsible for the unavailability event, in accordance with the provisions of article 72°-20 of the LGSE. Notwithstanding the foregoing, once the means of collection have been prudently exhausted, the Client shall reimburse the Supplier for those amounts that the latter is unable to obtain reimbursement from the third parties responsible for the unavailability event on the grounds that (i) the compensation to which the responsible third party is obliged exceeds the maximum limits of liability established in article 72°-20 of the LGSE, in which case the Supplier shall be entitled to obtain a reimbursement from the Client of all amounts that it would not have been able to recover on account of such limits; or (ii) an insolvency event affecting the third party in respect of which the Supplier could have obtained the reimbursement, in which case the Supplier shall be entitled to obtain a reimbursement from the Client equivalent to 50% of the compensation paid to the Client that it would not have been able to recover by reason of the insolvency. An event of insolvency

of the third party shall be deemed to exist if the third party files a petition to initiate bankruptcy reorganization proceedings or voluntary liquidation or if any creditor of the third party files a petition to initiate bankruptcy liquidation proceedings, all as provided in Law 20,720.

SEVENTEENTH: FORCE MAJEURE OR FORTUITOUS EVENT.

Each of the Parties shall be exempted from liability and shall be released from complying with their respective obligations when the non-compliance is due to events that constitute a Fortuitous Event or Force Majeure. In the cases of payment of money obligations, only those acts of God or circumstances of Force Majeure that directly prevent timely payment may be invoked and only for the duration of the event of Act of God or Force Majeure.

Fortuitous Event or Force Majeure shall be understood as the unforeseen event that cannot be resisted, in accordance with the provisions of Article 45 of the Civil Code of the Republic of Chile.

Only the Party affected by an Act of God or Force Majeure in the performance of its obligations under this Agreement may invoke it and must make its best efforts to reestablish the normal performance of such obligations, and inform the other Party in due time of the actions taken.

The Party affected by the Force Majeure or Fortuitous Event in the performance of its obligations under this Agreement shall notify the other Party in writing of the occurrence of the Force Majeure or Fortuitous Event as soon as reasonably possible and in no case later

than seventy-two (72) hours after the occurrence of the event, including a preliminary assessment of its causes and consequences, the actions taken to alleviate the situation and mitigate the damages, the expected duration of the event, and, if applicable, the recovery plan, as well as the justification that it is an event excluding liability.

If the event of Force Majeure or Fortuitous Event lasts longer than six (6) months, either Party may give written notice of termination of the Agreement to the other Party, without liability or right to indemnification for either Party, attaching all the antecedents that demonstrate that the event constitutes Force Majeure or Fortuitous Event and that it has lasted for more than six (6) months. The notice of termination may only be given with respect to the entire Agreement.

EIGHTEENTH: ASSIGNMENT OF THE AGREEMENT AND TRANSFER OF OWNERSHIP OF THE WORKS.

18.1 Assignment of the Agreement

Neither Party shall have the right to assign, transfer or grant in guarantee the Agreement, or the rights or obligations arising therefrom to any person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, the Supplier is expressly authorized to assign the Agreement without the consent of the Client to [REDACTED] or to a generating company controlled by [REDACTED], in accordance with the provisions of articles 97 and 99 of Law No. 18,045, in which case [REDACTED] must grant a public deed of surety and joint and several co-debt guaranteeing the full and timely performance of the Agreement by the assignee. For these purposes, a written statement from the transferee shall be required whereby it fully and unreservedly accepts the contractual position of the Supplier and the

terms and conditions of the Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NINETEENTH: ADJUSTMENTS TO THE AGREEMENT DUE TO AMENDMENTS IN THE LAW.

19.1 Before: (i) any judicial or administrative resolution (including decisions of the Panel of Experts) of particular effects issued in a lawsuit or claim followed between the Parties or in which both Parties have had the possibility to intervene; (ii) administrative resolutions of general effects issued by competent authorities that are binding for any of the Parties; and provided that such resolutions mentioned in (i) or (ii) above imply changes in the interpretation of the laws or regulations existing at the date of this Agreement; or (iii) new laws or regulations that may be issued in the future; if in any of these cases (i), (ii) or (iii) above, the costs associated to the delivery of the supply subject matter of this Agreement are affected, either upwards or downwards, (the "**Law Amendment**"), the Parties shall proceed as follows:

a. In the event that the Law Amendment determines precisely the Party that must bear the economic impact associated with the Law Amendment, it shall be that Party who shall bear, exclusively, such impact. It shall not be understood that a Party shall bear the referred economic impact when it has the role of mere collector or joint or subsidiary obligor of the

other Party with respect to the payment associated with the Law Amendment. The foregoing shall be an exception in the case of a Special Law Amendment (as this term is defined below), in which case the provisions of letter b. below shall apply.

b. If the Law Amendment consists of the establishment of new charges to be paid by the electric generating companies based on or pro rata to the withdrawals made by them for their customers (the "**Special Law Amendment**"), such charges will be distributed as follows:

i. The Supplier shall fully assume the costs associated with a Special Law Change, up to an amount of [REDACTED] which amount shall be updated considering the adjustment for CPI regulated in Section 7.1 (the "[REDACTED]").

ii. The Client shall bear the costs associated with a Special Law Change in [REDACTED]
[REDACTED]

iii. The costs that each Party must bear as a consequence of a Special Law Amendment shall be computed and added together with any other Law Amendment that affects the respective Party during the entire term of the Agreement, for the purposes of determining the amount of [REDACTED] that entitles to request the early termination of the Agreement pursuant to Section 19.2.

c. In the event that the Law Amendment does not precisely determine the Party that must bear the economic impact associated with the Law Amendment, the Parties shall adjust the Agreement, modifying the price of the supply to the extent necessary to compensate the Supplier or the Client for such effects. Such adjustment shall be agreed by the Parties, considering the mitigation measures that may reasonably be adopted and their costs and observing the following procedure:

i. The Party affected by the Law Amendment may communicate in writing to the

other Party the existence of a Law Amendment, indicating the identification of the regulation and its entry into force or application and justifying how it affects it (the "**Notification of the Law Amendment**"). The affected Party may not request adjustments to the Agreement more than three months after the date of dispatch of the Notification of the Law Amendment.

ii. From the date of dispatch of the Law Amendment Notification, as long as the Parties have not agreed otherwise, the effects of the Law Amendment shall be borne by the Parties in halves.

iii. The Parties shall meet as soon as possible and in any case, within thirty (30) days following the receipt of the Law Amendment Notification, to negotiate the corresponding price adjustments to be made to the Agreement.

iv. The adjustment in the price of the Agreement shall be permanent, transitory or punctual, as the case may be.

v. In the event that the Parties do not reach an agreement within three (3) months following the Law Amendment Notification, as to the existence of the Law Amendment, the amounts or effects thereof, it shall be understood that there is no direct agreement between them.

vi. In the event that there is no agreement between the Parties with respect to the adjustment to be made to the price of the Agreement due to a Law Amendment, the matter shall be finally and bindingly resolved by the Arbitral Court appointed in accordance with Clause Twenty below, and said Arbitral Court shall assign the economic effects of the Law Amendment to the Parties or to the Party that must bear it according to the terms of the corresponding Law Amendment.

19.2 In any case, if the Law Amendment implies that one of the Parties, as provided in this Clause, must assume higher costs applicable to the Supply above [REDACTED] amount that shall be updated considering the adjustment for CPI regulated in Section 7.1, the Party affected by such variation may terminate the Agreement early by means of a written notice addressed to the other Party.

19.3 In the cases in which the early termination of the Agreement due to a Law Amendment is appropriate, the termination of the Agreement may not occur before: a) twelve (12) months following the sending of the written notice of termination; or b) the date on which the new costs or charges resulting from the Law Amendment become effective, whichever is the later of a) or b).

19.4 The unaffected Party may avoid the early termination of the Agreement by assuming the excess over the limit of [REDACTED] updated, for which it shall communicate such decision to the affected Party by means of a written notice within sixty (60) days from the receipt of the early termination notice.

TWENTIETH: RESOLUTION OF CONTROVERSIES.

Any difficulty or controversy arising between the Parties with respect to the application, interpretation, duration, validity, execution, and/or effects of the Agreement, or for any other reason, shall be submitted to arbitration, which shall be heard in sole instance by an arbitral court composed of 3 mixed arbitrators, who shall act as arbitrators as to procedure and decide the matter in accordance with the law (the "Arbitral Court"). The Parties waive any right to appeal against the award rendered by the Arbitral Court. The arbitration procedure shall be

governed by the Arbitration Procedural Rules of the Arbitration and Mediation Center of the Santiago Chamber of Commerce A.G. ("CAM").

The appointment of the arbitrators who shall constitute the Arbitral Court shall be made by appointment of the CAM, within 15 days following the request made to that effect by any of the Parties, and one of them shall be appointed as President of the Court. With respect to these appointments, each Party shall have the right to challenge, without stating a reason, each arbitrator appointed by the CAM. This challenge may only be made within three working days following the communication by the CAM of the respective appointment, and may only be made up to two times with respect to each arbitrator.

For this purpose, the Parties grant a special and irrevocable power of attorney to the Santiago Chamber of Commerce A.G., so that, at the written request of any of them, it may appoint the mixed arbitrators of this Agreement and the President of the Arbitral Court, in the manner set forth above, from among the lawyers who are members of the arbitration body of the CAM. The arbitrators shall be independent of the appointing Party and shall be included in the list of arbitrators of the CAM.

The Arbitral Court is specifically authorized to resolve any matter relating to its competence and/or jurisdiction. All decisions rendered by the Arbitral Court shall have the affirmative vote of at least two of its members. The Parties agree that the competence and/or jurisdiction of the Arbitral Court is without prejudice to the Supplier's right to collect invoices through an executive lawsuit processed before the ordinary courts of justice in accordance with the

law.

The place of arbitration shall be Santiago, Chile and the language shall be Spanish.

The losing Party in the arbitration shall pay all costs involved in the litigation, including the fees of attorneys, consultants and required reports, unless the Arbitral Court establishes that it had plausible cause to litigate.

TWENTY-FIRST: INFORMATION DUTIES

21.1 Obligations of the Client

The Client shall inform the Supplier of the following:

- (a) The conclusion of the respective Agreement(s) for the financing relating to the PDMV, by letter sent by the Client within 10 working days of its execution;
- (b) The issuance of the document called "*Full Notice to Proceed*" for the construction of the PDMV, within 10 working days from the date of its delivery; and
- (c) Quarterly and in writing, after the date of the "*Full Notice to Proceed*" and until the completion of the construction of the PDMV, about the progress of the construction of the PDMV, which may be done by forwarding the reports received from its contractor.

21.2 Supplier's Obligations

21.2.1 The Supplier undertakes to communicate to the Client the subscription of any

Support PPA, identifying the supplier under such contract and its term, within a maximum period of ten (10) working days from the date on which the respective Support PPA is subscribed.

21.2.2 The Supplier undertakes to notify the Client of any event that causes or may cause the early termination of the Back-up PPA, within ten (10) working days from the date on which such event occurs.

21.2.3 The Supplier undertakes to communicate to the Client: (i) its decision to make Renewable Investments and the estimated date on which it should inject to the SEN; (ii) the "*Full Notice to Proceed*" for the construction of any of these; and (iii) the date on which its commercial operation is verified, all within a maximum term of ten (10) business days from the date on which each of said events is verified.

21.2.4 As from [REDACTED] the Supplier undertakes to communicate to the Client, within the [REDACTED] the amount of energy supplied under the Backup PPA(s) and/or generated by the Renewable Investments and injected to the SEN during the immediately preceding calendar year, which shall be documented in a sworn statement signed by a proxy of the Supplier based on information delivered to the Coordinator.

[REDACTED] The Supplier shall communicate within a maximum term of 10 business days, the assignment of the Agreement to [REDACTED] or to a generating company controlled by [REDACTED] pursuant to the provisions of articles 97 and 99 of Law No. 18,045, in which it shall attach a copy of the public deed of guarantee and joint and several co-debt granted by [REDACTED], guaranteeing the full and timely performance of the Agreement by the assignee, in case the latter

is a company other than [REDACTED]

All communications established in this clause must be in writing.

TWENTY-SECOND: CONFIDENTIALITY

The Parties agree to maintain the strictest reserve and confidentiality with respect to this Agreement, mutually and reciprocally agreeing not to disclose its existence and content without the express written authorization of the other Party.

The Parties may share the information herein only to the extent necessary with their affiliates, and their directors, officers, employees, auditors, consultants, and advisors (hereinafter, the "**Representatives**") for the performance of financial evaluations with third party risk rating firms, financiers or advisory lawyers, maintaining the obligation of secrecy and the strict confidentiality of this Agreement, and the disclosing Party shall be liable for any breach of such confidentiality by any of its Representatives.

Neither of the Parties nor their Representatives may make use of the information delivered by virtue of this document for any purpose other than that indicated in this Clause.

TWENTY-THIRD: COMMUNICATIONS.

Any notice, communication or notification that one of the Parties wishes or must make to the other, shall be valid, for the purposes of this Agreement, if it is made in writing and sent to

the other Party at the address indicated below:

If the communication is to the Client:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If the communication is to the Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Communications shall be deemed to have been validly effected and shall produce their effects when: (a) they have been delivered directly by one Party at the domicile of the other Party indicated above and the latter has stamped the respective receipt on the copy of the document or in the dispatch book of the person in charge of the delivery; or (b) they have been delivered by a Notary or other minister of faith at the domicile of the Party to whom the communication is addressed; or c) two (2) business days have elapsed from the date on

which the communication or notice was dispatched by registered mail; or d) it has been dispatched by email to the Party to whom it is addressed, at the above email address, with confirmation of delivery of the message.

The addresses, email addresses and representatives mentioned in this clause shall remain valid with respect to each Party and for all purposes, as long as the respective Party does not modify them by means of a written communication addressed to the other Party indicating the respective change, in accordance with the terms of this clause.

TWENTY-FOURTH: INTEGRITY. TOTAL.

This Agreement and its Exhibits, which form an integral part hereof, constitute the entirety of the agreements existing between the Parties with respect to the matters set forth herein, and shall supersede all prior agreements, understandings and negotiations -both written and oral- between the Parties. No representation, promise, understanding, condition or affirmation with respect to the matters contained in this Agreement or its Exhibits and not contained herein shall be deemed to have been made or assumed by any Party.

TWENTY-FIFTH: COPIES AND PERSONAGES.

This Agreement is executed and signed in two (2) copies of the same tenor and date, one (1) copy remaining in the possession of each Party.

The capacity of [REDACTED] to represent Guacolda Energía S.A. is evidenced by [REDACTED]

[REDACTED]

The capacity of [REDACTED] to represent

Mantoverde S.A. is recorded in the [REDACTED]

[REDACTED]

The legal capacity of [REDACTED] to represent [REDACTED] is evidenced by the

[REDACTED]

___Corresponding Signatures **GUACOLDA ENERGÍA S.A**

MANTOVERDE S.A.

ANNEX 1

SUPPLY CONTRACT

Energy Blocks if a PDMV Abandonment Event does not occur

Priority	Block	Size GWh/year	Agreed Power MW	Base Price (PBE) USD/MWh	Start	Ending
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						

* It is the only block that is indexed to carbon, as indicated in Section 7.1.2.

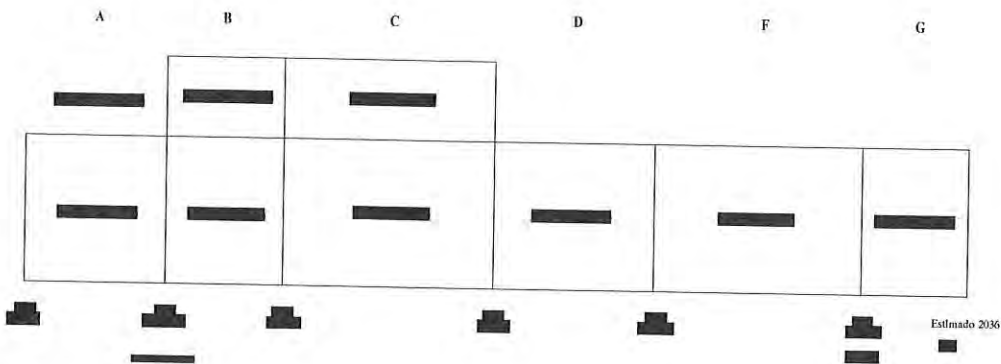
** The price of [REDACTED] to the extent that the condition precedent established in the stipulated in the [REDACTED] entered into with [REDACTED] (the "CET Condition"). As long as the CET Condition is not fulfilled, the price applicable to the Blocks shall be [REDACTED], will be of the understanding that once the CET Condition is fulfilled, the corresponding re-settlement will be made as of the month of [REDACTED] in accordance with the rules [REDACTED] entered into with [REDACTED]. This re-settlement shall not imply duplication of the application of the CET in the [REDACTED].

*** Price to be determined in accordance with the mechanism of revision of the Base Price of Energy to be carried out in accordance with Clause Eight of the Contract..

**** [redacted] is an optional block for the Supplier, who must inform the Customer 24 months in advance if he will exercise his right to supply it under the conditions of the Contract.

Graphic representation of Mantoverde blocks

This graphical representation assumes that the COD PDMV occurs on the expected date, that is [redacted]



ANNEX 02

SUPPLY CONTRACT

Energy Blocks if a PDMV Abandonment Event does not occur

Priority	Block	Size GWh/year	Agreed Power MW	Base Price USD/MWh	Start	Ending
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						

* * The price of [REDACTED] applies to the extent that the condition precedent set forth in the [REDACTED] to the MV Current Contract signed on [REDACTED] (the "CET Condition") is fulfilled. Until the CET Condition is fulfilled, the price applicable to the Blocks will be [REDACTED], in the understanding that once the CET Condition is fulfilled, the corresponding re-settlement will be made as of [REDACTED] in accordance with the rules set forth [REDACTED]. This repricing shall not imply duplication of the application of the CET in the current MV Contract.

**As of the later of [REDACTED] and the date of the PDMV Abandonment Event, the Supplier shall be entitled to collect the amounts regulated in letter a) of Section 6.2.

ANNEX 03

SUPPLY CONTRACT

Energy Blocks in the event of a PDMB Abandonment Event, to the extent that the COD PDMV has been verified.

Priority	Block	Agreed Power MW	Energy GWh/year	Base Price (PBE) USD/MWh	Start	Ending
I						
I						
I						
I						
I						
I						
I						
I						
I						
I						

* * The price of [REDACTED] applies to the extent that the condition precedent set forth in the [REDACTED] [REDACTED] (the "CET Condition") is fulfilled. While the CET Condition is not fulfilled, the price applicable to the Blocks will be [REDACTED], in the understanding that once the CET Condition is fulfilled, the corresponding repricing will be made as of [REDACTED] in accordance with the rules [REDACTED]. This repricing shall not imply duplication of the application of the CET in the current MV Contract.

Note: The purpose of this Annex 3 is to increase the base prices of the active energy to be supplied in accordance with the provisions of Annex 1.

ANNEX 04

SUPPLY CONTRACT

The [REDACTED] will be developed in the current areas occupied by the [REDACTED], which are located in the [REDACTED]

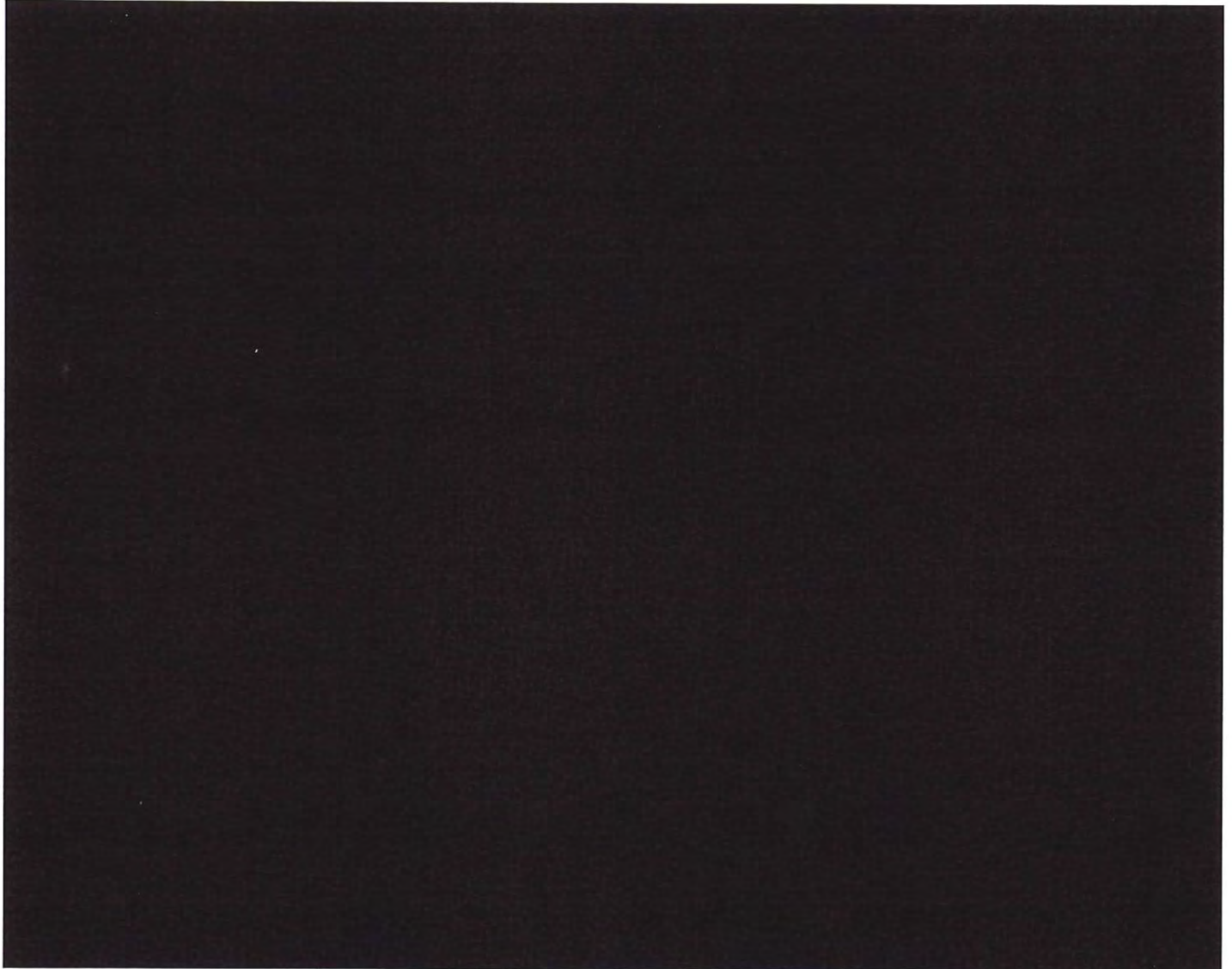
For the purpose of describing the facilities, four areas have been defined, according to the location of the existing works and the present Project; these correspond to:

The coordinates in UTM Datum WGS84 Huso 19 of the most relevant points are summarized below..

Table 1: UTM Coordinates Datum WGS84 Huso 19

[illegible]

The figure shows the location of the main PDMV works in this sector.



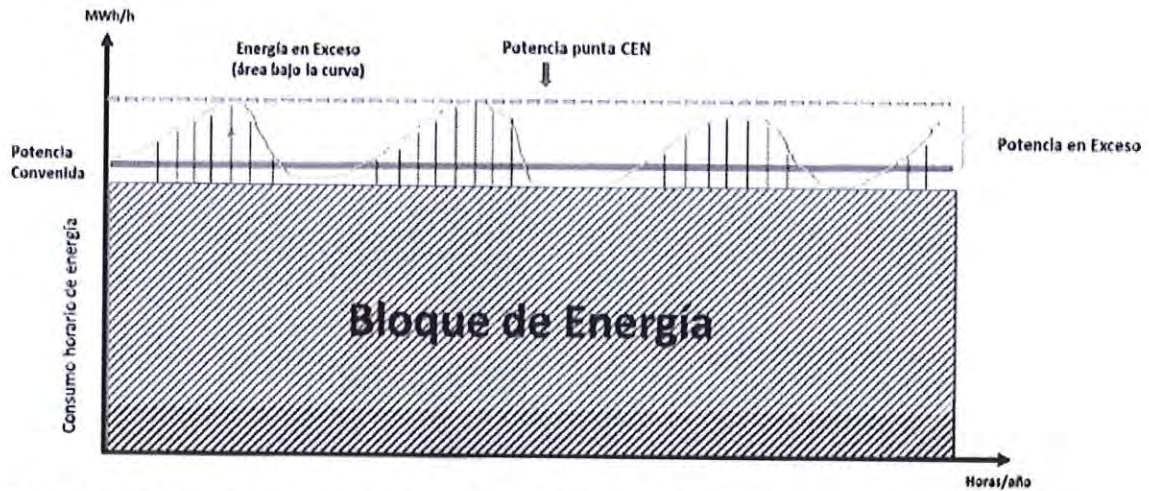
ANNEX 05

System Data

Location	
Sub-station	
Pano	
Medidor	
Brand	
Model	
Serial number	
Type	
TTPP	
Reason for transformation	
TTCC	
Reason for transformation	

ANNEX 06

Graphical Representation: Energy Consumption and Excess Power
(Applies only when: Energy Block < Annual Energy Consumption)



The Excess Energy is determined as the difference between the total annual energy consumption and the Energy Block. Excess Energy only applies when the Energy Block is less than the total annual energy consumption.

The Excess Power corresponds to the difference between the Coordinator's Peak Power and the Agreed Power.

ANNEX 07

Promissory note format

PAGARÉ

Place of Issue: Santiago de Chile

Date of Issue: [•]

Capital : US\$ [•]

Interest rate : [] compounded monthly

For value received, Mantoverde S.A., a corporation duly incorporated and validly existing under the laws of the Republic of Chile, Sole Tax Number No. 77.020.457-7 (the "Subscriber") unconditionally owes and promises to pay to the order of Guacolda Energia S.A., Role Tax Number N° 76.418.918-3 (the "Creditor"), the amount of [-] dollars of the United States of America ("Dollars") (US\$[-]), with interest, on the due date _____ (the "Maturity Date").

Interest: The unpaid principal balance of this Note shall bear interest from the date of execution of this Note until the date of its full and effective payment (but excluding the date of its full and effective payment) at a compound interest rate of [] (the "Interest Rate"). Interest shall accrue on a daily basis, and shall be calculated on the unpaid principal amount due, for the number of days actually elapsed and on the basis of three hundred and sixty day periods. Interest shall be capitalized for each month in arrears and shall be paid together with the principal on the Maturity Date.

Interest per Delay.- If the Subscriber fails to pay any amount due under this Payment, the Subscriber shall pay interest on the amount due at a rate equal to the maximum interest rate permitted for transactions denominated in foreign currency, as determined by the Financial Market Commission or such agency as may replace it, in effect on the Due Date (the "Default Interest"). Default Interest shall accrue from the date of default or simple delay until the date of actual payment.

Form and Place of Payment - Payments of principal and interest on the amount due under this Payment shall be made to the Creditor by the Subscriber by delivery of immediately available funds, without any requirement whatsoever, not later than 11:59 p.m., continental Chile time, on the Maturity Date. Payment shall be made by wire transfer to the account specified below, or to such other account as Creditor may designate from time to time and which Creditor shall notify Subscriber in writing at least thirty (30) calendar days prior to the payment date:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If the date stipulated for payment corresponds to a day that is not a Banking Business Day, payment shall be extended until the immediately following Banking Business Day, and the respective payment shall also include the interest corresponding to the days included in such extension at the same interest rate indicated above, it being understood, however, that if as a result of such extension payment should occur in the following calendar month, payment shall be made on the immediately preceding Banking Business Day. Bank Business Day" shall mean any day that is not a holiday, Saturday or Sunday on which banks operating in the city of Santiago de Chile are open to the general public.

Currency.- All payments under this Note shall be made in Dollars, in immediately available funds, free and clear of any duties, withholding, set-off or counterclaim.

Taxes, duties and expenses.- Any tax, duty or expense accruing on account of this Note, derived from its issuance, shall be borne exclusively by the Creditor, up to an annual [REDACTED] of the principal amount due under this Note. Any other tax, fee or expense over that limit that may accrue on account of this Note, derived from its payment, enforceability or any other circumstance shall be charged by the Underwriter.

Indivisibility.- The obligations derived from this Payment shall be considered

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indivisible for the Subscriber and/or its successors, for all legal effects and especially those contemplated in Articles 1526 N°4 and 1528 of the Civil Code.

Applicable Law.- This promissory note shall be governed by and construed in accordance with the laws of the Republic of Chile.

Domicile and Jurisdiction.- For all purposes of this Pagan, the Subscriber fixes its domicile in the city and commune of Santiago, and irrevocably submits to the jurisdiction of the ordinary courts of justice with jurisdiction over said commune.

No Protest.- The Subscriber waives all presentment, demand, protest or notice of any kind in connection with this promissory note, expressly releasing the Creditor from the obligation to protest. Notwithstanding the foregoing, if the Creditor chooses to make the protest, it may do so, at its free choice, by bank, notary or by the appropriate public officer.

IN WITNESS WHEREOF, the Subscriber has caused this Pagan to be executed by its duly authorized representatives.

Santiago, [day] of [month] of [year].

Subscriber Social Reason **MANTOVERDE S.A.**

R.U.T. 77.020.457-7

Address

[REDACTED]
[REDACTED]

Legal Representative [1] [•]

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C.I. [e]

[Legal Representative 2] [•]

[C.I.] : [•]

[•]

p.p. **Mantoverde S.A.**

[•]

p.p. **[Mantoverde S.A.]**

I authorize the signature of Mr. [-], identity card NQ [-], and Mr. [-], identity card NQ [-], both representing Mantoverde S.A., Tax Number NQ 77.020.457-7, as Underwriter. The tax levied on this Promissory Note for \$[-] ([-] pesos) was paid on this date by means of form 24 of the Internal Revenue Service, Folio No. [-].

Public Notary

IRREVOCABLE INSTRUCTIONS

Santiago, [day] of [month] of [year].

Messrs.

Guacolda Energia S.A.

Present at

Dear Sirs:

We refer to the Electricity Supply Agreement (the "New Mantoverde PPA") entered into between Guacolda Energia S.A. (the "Creditor"), and Mantoverde S.A. (the "Subscriber"), by private instrument dated [-] of [-] 2019..

Pursuant to Section 6.3 of the New Mantoverde PPA, there is attached a promissory note (the "pagaré") which the Underwriter, duly represented, has executed to the order of the Creditor in the amount of [-] United States dollars ("Dollars") (US\$[-]), with interest. The maturity date of the Promissory Note has been left blank.

By the present act and in accordance with Articles 11 and 107 of Law No. 18,092 on Bill of Exchange and pagaré, we hereby come on behalf of Mantoverde S.A., in its capacity as Subscriber of the Promissory Note, to unconditionally and irrevocably instruct and grant an irrevocable mandate to Guacolda Energia S.A., or any of its successors or assigns that may in the future be the legitimate bearer of the Pagaré, in order that at any time as they deem convenient, they may proceed to complete the date of the pagaré, or any of its successors or assigns who may in the future be the legitimate bearer of the Note, so that at any time, as they deem convenient, they may proceed to complete the maturity date, in accordance with these irrevocable instructions and the New Mantoverde PPA, which shall not be necessary to accredit third parties. It is expressly stated for the record that any lawful holder of the Note or endorsee shall be empowered by these instructions to complete the maturity date of such Note, at its sole discretion, in accordance with the terms of the New Mantoverde PPA.

For this purpose, Guacolda Energia S.A., its successors or assignees shall be validly represented by any of its attorneys-in-fact empowered for this purpose.

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It is also noted, for all applicable purposes, that in the exercise of the rights arising from the Pagan it will not be necessary to prove to the legitimate bearer that the events that authorize Guacolda Energia S.A. or the legitimate holder of the Pagan to complete the target corresponding to the maturity date have been verified.

For purposes of the provisions of Articles 102 N° 3 and 105 of Law No. 18,092, "Letra de Cambio" and "Pagaré", it is expressly stated that the pagaré is a pagaré issued for a fixed and determined date.

The parties establish that the instructions given by Mantoverde S.A. to Guacolda Energia S.A. or to the legitimate holder of the Pagaré in the present irrevocable instructions, constitute an irrevocable mandate in the terms of article 241 of the Code of Commerce.

[•]

p.p. **Mantoverde S.A.**

[•]

p.p. **Mantoverde S.A.**

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I authorize the signature of Mr. [], identity card NQ [-], and Mr. [], identity card N° [] both representing Mantoverde S.A., Tax Number N° 77.020.457-7.

Public Notary

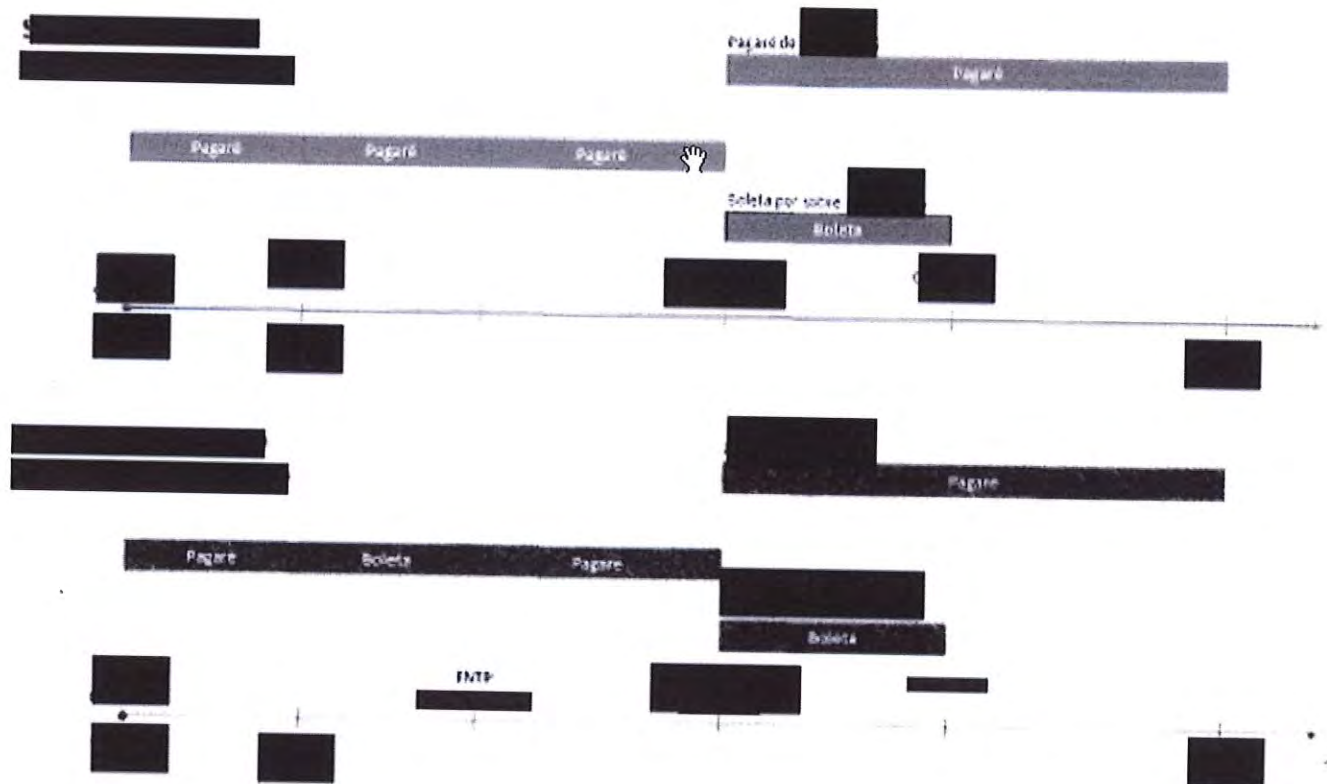
For Guacolda Energia S.A., I accept the instructions contained in this document.

[.]

p.p. **Guacolda Energia S.A.**

ANNEX 08

Graphical Representation of Pagarés and Bank Guarantees



CAPSTONE COPPER CORP.
(the "Company")

TRANSLATION CERTIFICATE

The undersigned, Antonio Ortuzar Vicuña, Attorney, hereby certifies that the attached translation in the English language of the "**Contrato de Suministro de Electricidad**" dated **June 28, 2019** between **Guacolda Energía S.A.** and **Mantoverde S.A.**, which was originally drafted and executed in the Spanish language, constitutes a reasonably accurate translation of said document within the meaning of Section 3.2 of National Instrument 51-102 - *Continuous Disclosure Obligations*.

DATED at **Vancouver, BC** this **13th** day of **March, 2025**

FIRM NAME: Servicios Legales Baker MacKenzie Limitada

By: "*Antonio Ortuzar Vicuña*"

Name: Antonio Ortuzar Vicuña
Title: Attorney and Regional Partner