



UPDATED CONFIDENTIAL APPENDIX D

Slot Reservation Agreement

Maritime Electric – Equipment Slot Reservation Agreement

This Equipment Slot Reservation Agreement (“SRA”) is entered into by and between Maritime Electric Company, Limited (“BUYER”) and ProEnergy Services, LLC (“SELLER”) on this [XXst] day of [MONTH, YEAR] (“SRA Date”), with respect to the manufacturing and supply of Two (2) x PE6000 Combustion Turbine and Generator (CTG) packages and auxiliary systems (the “Equipment”). BUYER and SELLER may be individually referred to as a “Party” and collectively as the “Parties.”

1. Pursuant to the terms of this SRA, the Parties agree to make certain commitments to one another with respect to the Equipment with a target ready to ship dates as indicated in Exhibit C absent any BUYER delays and subject to the terms of this SRA (the “Target Schedule”). Accordingly, BUYER hereby instructs, and SELLER commits, to commence reserving production capacity required for the Equipment, as described in Exhibit A attached hereto, immediately upon receiving the SRA Payment (defined in Section 2 below).

2. Within two (2) business days of the SRA Date, BUYER shall pay SELLER by wire transfer of six million, two hundred forty thousand US dollars (\$6,240,000) per the SRA Payment provided in Section 1.1 of Exhibit B attached hereto (the “SRA Payment”). Within ten (10) business days of the SRA Date, BUYER shall issue to SELLER a commercial irrevocable letter of credit from a bank reasonably acceptable to Seller (“Letter of Credit”) securing BUYER’s obligation to pay the Cancellation Fee (defined below), as such Letter of Credit requirements are further set forth in Exhibit E. The SRA Payment made pursuant to this SRA will be credited towards the total purchase price under the definitive equipment purchase and sale agreement to be executed by the Parties (the “Superseding Agreement”). If this SRA cancels or terminates pursuant to Section 8 below, then the SRA Payment shall be non-refundable. If the SRA Payment is not received by SELLER within two (2) business days of the SRA Date, then without further notice or action this SRA shall be deemed to have expired and become null and void, and, thereafter, neither Party shall have any further rights, liabilities, or obligations hereunder or in connection herewith other than with respect to certain information deemed confidential pursuant to Section 7 below.

3. Immediately following the execution of this SRA and payment of the SRA Payment, the Parties shall commence in good faith drafting, negotiating and finalizing the terms of the Superseding Agreement (the “Good Faith Efforts”) which shall supersede this SRA and commit the SELLER to deliver the Equipment. The Parties agree that the terms of this SRA and SELLER’s Standard Equipment Purchase and Sale Agreement included as Exhibit D attached hereto shall form the initial basis of the terms in the Superseding Agreement. The Parties shall devote such resources and personnel necessary so that the Superseding Agreement can be executed on or before the applicable date set forth in the Key Dates Schedule in Section 1.3 of Exhibit B (the “Supersede Date”). For the avoidance of doubt, the Parties acknowledge and agree that Good Faith Efforts does not mean that a Party has an obligation to capitulate or to accept the other Party’s position nor does it mean that a negotiated Superseding Agreement must be reached between the Parties.

4. The Superseding Agreement must be executed no later than the Supersede Date in order to allow SELLER to maintain progress towards the Target Schedule. The Parties acknowledge and agree that under this SRA SELLER is making no representation or guarantee as to delivering the Equipment by the Target Schedule or any other time period or date. Such project completion date guarantee, if any, shall be reflected in the Superseding Agreement. The Parties further acknowledge and agree there is no representation or guarantee made by either Party that the Superseding Agreement will be executed by the Supersede Date.

5. During the term of this SRA, BUYER and SELLER each agrees the Equipment purchase price and payment schedule to be included in the Superseding Agreement, all as expressly stated in Exhibit C, shall ONLY be subject to modification upon any of the following conditions which have a corresponding impact to the Equipment purchase price or payment schedule: (a) the scope of supply as summarized in Exhibit A is modified by BUYER; (b) the terms set forth in SELLER’s Standard Equipment Purchase and Sale Agreement included as Exhibit D are modified by BUYER for incorporation into the Superseding Agreement; (c) there is a change in any law, taxes, tariffs, regulation, code, permit or any other governmental authorization or governmental consent following SRA Date; (d) there is a force majeure event after the SRA Date; (e) any action of the BUYER that causes delay or causes SELLER to incur additional cost; or (f) there is a circumstance expressly stated in the Superseding Agreement which would result in a change to the Equipment purchase price or payment schedule.

6. During the term of this SRA, BUYER agrees not to directly or indirectly engage in discussions with, request or receive competing proposals or offers from, or enter into any agreement or contract, written or otherwise, with, any third party for any CTG equipment in lieu of the Equipment (provided that it shall not be a breach for BUYER to receive such proposals or offers that were solicited by BUYER prior to the SRA Date so long as BUYER does not further engage, directly or indirectly, with such party regarding such proposal.

7. The Parties agree the terms of this SRA are bound by the Mutual Confidentiality Agreement executed by the Parties on September 3rd, 2025, the terms of which are incorporated herein by reference.

8. This SRA shall become effective upon the SRA Date and shall remain in effect until the earliest of the following: (a) signature of the Superseding Agreement by both Parties (or their applicable affiliates); (b) the Letter of Credit has not been issued to SELLER within ten (10) business days of the SRA Date, in which case BUYER shall pay SELLER the applicable Cancellation Fee per the Cancellation Fee Schedule provided in Section 1.2 of Exhibit B (the "Cancellation Fee"); (c) the Superseding Agreement has not been executed by the Parties for any reason on or before the Supersede Date, in which case BUYER shall pay SELLER the applicable Cancellation Fee per the Cancellation Fee Schedule provided in Section 1.2 of Exhibit B (the "Cancellation Fee"); (d) prior to the Supersede Date either Party voluntarily decides to cancel or terminate this SRA by written notice, in which case the Party cancelling or terminating the SRA shall pay the other Party the applicable Cancellation Fee; or (e) both Parties mutually agree in writing to cancel or terminate this SRA, in which case such written agreement shall reflect whether any Cancellation Fee shall be paid by either Party. Any Cancellation Fee paid by either Party shall be deemed as liquidated damages for any lost opportunities (and not as a penalty) in lieu of all other damages and as the counter-Party's sole and exclusive remedy and as full and final settlement of all liabilities associated with cancellation or termination of this SRA. Any Cancellation Fee owed pursuant to this SRA shall be paid NET ten (10) calendar days from the date of cancellation or termination, or in the case owed by BUYER, shall be drawn under the Letter of Credit, if issued. Any late payment of a Cancellation Fee shall be escalated by one percent (1%) of said fee for each day the payment is late, with said escalation capped at 100% of the Cancellation Fee. All payments owed under this SRA shall be without offset, withholding, backcharge or retainage of any kind or nature and are payable in U.S. dollars. The Parties acknowledge that this SRA is intended solely to set forth their preliminary understandings with respect to working together on the subject matter of this SRA and neither Party shall have any rights, obligations or liabilities beyond what is expressly stated in this SRA. The Parties' obligations under Sections 2, 7, 8, 9, and 10 shall survive termination or cancellation of this SRA. In no event shall a Party be liable for consequential, incidental, indirect or punitive damages of any kind or nature.

9. This SRA shall be governed by the substantive laws of the State of Missouri, without regard to conflict of law rules that would direct the application of the laws of another jurisdiction. All disputes between the Parties related to or arising in connection with this SRA, and which cannot be settled amicably after discussion by the Parties within a period of thirty (30) days, shall be finally settled in the Federal or State Courts located in Missouri. The prevailing Party shall be entitled to recover its reasonable attorney's fees and other costs incurred in the dispute resolution process.

10. Nothing in this SRA shall be construed to create or constitute a partnership, agency or similar relationship or to create a joint and several liability on the part of BUYER and SELLER. Neither Party shall assign or transfer its rights or permit the assumption of its obligations under this SRA without the prior written consent of the other Party and any assignment or transfer without said consent shall be null and void. This SRA contains the entire understandings and agreements of the Parties with respect to the subject matter hereof. All prior correspondence, negotiations and agreements, oral or written, between the Parties with respect to the subject matter hereof are superseded by this SRA. This SRA may be modified or amended only by a written instrument signed by both of the Parties. Any and all notices given, or required to be given hereunder shall be in writing and shall be deemed to have been adequately given when sent to the Party to whom such notice is being given either (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a nationally recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email, receipt confirmed via reply of the intended recipient, followed by confirmation in one of the other accepted methods in parts (i), (ii), or (iii) above. Notices shall be addressed if to SELLER to: ProEnergy Services, LLC, 2001 ProEnergy Blvd., Sedalia, MO 65301 [REDACTED] and if to BUYER to: [REDACTED] Attn: [REDACTED] email: [REDACTED], or such other address as the respective Parties hereto shall from time to time designate in writing to the other Party. Preparation of this SRA has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. This SRA and any subsequent writings pertaining to the SRA, including amendments, may be

Updated Confidential Appendix D

executed and delivered by exchange of executed copies via email or other acceptable electronic means or formats (e.g., DocuSign, Adobe PDF). A Party's signature transmitted by email or other acceptable electronic means or formats shall be considered an original signature that is binding and effective for all purposes, and may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures to follow on next page]

In witness whereof, the Parties have caused this Equipment Slot Reservation Agreement to be executed effective as of the day and year first above written by their duly authorized representatives.

For and on behalf of:

Maritime Electric Company, Limited

By: _____

Name: _____

Title: _____

Date: _____

For and on behalf of:

PROENERGY SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

The following Exhibits are attached:

- Exhibit A – Scope of Supply Summary
- Exhibit B – SRA Payment, Cancellation Fee, and Key Dates Schedules
- Exhibit C – Draft Equipment Price and Payment Schedule
- Exhibit D – SELLER’s Standard Equipment Purchase and Sale Agreement
- Exhibit E – Form of Letter of Credit

Exhibit A

Scope of Supply Summary

1. SELLER supplied Equipment shall include the following:

PROENERGY-Supplied Items	Qty	Descriptions
PE6000 Combustion Turbine Generator (CTG)	2	Aeroderivative combustion turbines <ul style="list-style-type: none"> • Dual-fuel operation; Natural gas, ultra-low sulfur diesel (ULSD)
	2	BRUSH brushless generators
	2	Turbine and generator enclosures
	2	CTG auxiliary systems, including lube oil coolers, water spray power augmentation (WSPA), NOx water injection, liquid fuel booster
	2	Inlet air filter systems with associated ladders and platforms
	2	Package air recirculating inlet heating system
	2	Inlet air fogging systems
	2	Generator Protection Panels
	2	SSS Clutch synchronous condensing systems; complete
Emissions Equipment	2	65-ft exhaust stack with required testing and CEMS ports
	2	SCR/CO emissions control systems, with <ul style="list-style-type: none"> • Ducting assemblies • Ammonia flow control unit (AFCU) with exhaust recirc. vaporization
Combustion Turbine Generator (CTG) Power Distribution Centers (PDC)	1	Preassembled PDCs. (One per two (2) installed packages) Each PDC will include: <ul style="list-style-type: none"> • 480V Motor Control Centers • 480V Lighting Panel and Lighting Contactor • HVAC System (units and controller) • Turbine Control Panel (TCP) Termination and Control Panels/Cabinets • Generator Protection Panels/Cabinets • BOP remote input/output (RIO) cabinet • Operator HMI (for interface with controls above) • 125- and 24-VDC battery banks, chargers, and distribution panels
Control Systems	-	Allen Bradley ControlLogix® CTG control system
Plant/Equipment Winterization (for provided equipment)	-	Insulation
	-	Electric heat tracing
	-	Electric heating
	-	Weatherized enclosures
General Services	-	Factory engine test
	-	Equipment drawings and manuals

2. The Equipment shall be designed as per the following design conditions.

Design Air Temperature Range	-32 °C minimum to 43 °C maximum
Fuel Quality and Pressure	In accordance with SELLER specifications
Demineralized Water Quality and Pressure	In accordance with SELLER specifications

The Equipment's estimated performance for gross power output and gross heat-rate, on a unit basis, are as shown below. For each unit, SELLER will provide engine gross power and gross heat rate guarantees based on a 2% commercial contingency applied to the estimated performance values.

1x PE6000	Case 1	Case 2	Case 3	Case 4	Case 5	Case 6
Fuel	NG	NG	NG	ULSD*	ULSD*	ULSD*
Elevation (m, ASL)	0	0	0	0	0	0
Inlet Fogging	Yes	No	Yes	Yes	No	Yes
Ambient Temperature (°C)	15.0	-1.11	32.2	15.0	-1.11	32.2
Relative Humidity (%)	60	70	40	60	70	40
Estimated Gross Power (kW)	50,383	50,163	46,297	48,657	50,137	44,256
Estimated Gross Heat Rate (kJ/kWh, LHV)	9,241	9,136	9,338	9,321	9,186	9,476
Demin Water Consumption per Unit (l/hr)	20.4	14.3	18.6	20.4	14.5	18.9

*Assumes ultra-low sulfur diesel.

3. The Equipment's top of stack emissions guarantees, on a unit basis, are as shown below.

Pollutant	ULSD Fuel Cases**
NOx (ppmvd @15% O ₂)	7.0
CO (ppmvd @15% O ₂)	5.0
NH ₃ Slip (ppmvd @15% O ₂)	10

*Per unit. Values shown are based full demineralized flow being available for the units.

**Minimum emissions compliance load (MECL) is 50%.

- The A-weighted sound pressure level resulting from steady-state operation of each individual equipment package shall not exceed a spatial average of 85 dBA along the equipment rectangle encompassing the equipment package at a distance of 1 m from the face and at a height of 1.5 m above the ground and personnel platforms. No far-field noise requirements have been considered. At 400 ft from a single PE6000, the far-field noise sound pressure level is estimated to be 62 dBA.
- SELLER's provision of technical advisory services provided on a time and material basis to support installation and start-up and commissioning is a prerequisite to the SELLER's effective warranty on the Equipment. The Parties shall mutually agree on the provision of technical advisory services in the Superseding Agreement or on the provision of EPC services in a future separate agreement.
- Equipment shall be delivered Ex Works (Incoterms 2020), point of origin. BUYER is responsible for loading Equipment and shall assume all subsequent delivery risk and costs, including but not limited to fees, taxes, documentation, inspections and duties. BUYER may delay delivery, at no cost, for up to 14 days after SELLER's notice of ready to ship, after which Buyer will be responsible for paying SELLER storage and/or transportation fees.

7. The Parties agree that SELLER's delivery of the Equipment is based on the following assumptions and clarifications:
- The Equipment shall be based on SELLER's standard design configuration.
 - SELLER is the OEM of the equipment. All performance guarantees and warranties will be provided by SELLER.
 - SELLER's engine gross power and gross heat rate performance guarantee shall be demonstrated during the Factory Acceptance tests at its headquarters in Sedalia, Missouri, United States.
 - If Parties execute an EPC Agreement, in addition to the Superseding Agreement, for SELLER to perform turnkey EPC services of the Equipment, then the Factory Acceptance tests shall be superseded and replaced by a facility performance test to demonstrate net power output and net heat rate of the facility under such EPC Agreement.
 - SELLER's emissions guarantees shall be "make right" and demonstrated on-site by BUYER after facility substantial completion. Guarantees are contingent on SELLER's right of access and to be present for demonstration in addition to all emissions control auxiliary systems operating per SELLER's recommendations.
 - If Parties execute an EPC Agreement, in addition to the Superseding Agreement, for SELLER to perform turnkey EPC services of the Equipment, then SELLER's emissions guarantees shall be demonstrated on-site by SELLER as the EPC Contractor, instead of BUYER.
 - Components provided will be CSA-compliant or equivalent as required.
 - No consideration has been given to additional local codes, standards, or Authority Having Jurisdiction (AHJ) requirements unless explicitly stated otherwise.

Exhibit B

SRA Payment, Cancellation Fee and Key Dates Schedules

1.1 SRA Payment Schedule

The payment identified in the table below in this Section 1.1 shall be made on or before the “Payment Date” listed.

Payment Date	Description	Amount
Two (2) days following SRA Date*	Slot Reservation Payment	\$ 6,240,000

*No later than by date.

1.2 Cancellation Fee

Provided BUYER has paid SELLER the SRA Payment, a Cancellation Fee identified in the table below in this Section 1.2 shall be made if the respective Party unilaterally chooses to cancel or terminate the SRA any time up to and including the Supersede Date pursuant to Section 8(c) of the SRA. BUYER shall pay SELLER the Cancellation Fee should the SRA be cancelled or terminated due to the Superseding Agreement not being executed on or before the Supersede Date pursuant to Section 8(b) of the SRA.

BUYER Cancellation Fee	SELLER Cancellation Fee
\$ 6,240,000*	Return of the SRA Payment

*Amount owed to SELLER in addition to SELLER’s retention of SRA Payment. Letter of Credit secures BUYER’s obligation to pay the Cancellation fee as described above in Section 2 and 8 of the SRA.

1.3 Key Dates Schedule

The following represent key dates with respect to progress towards the supply of the Equipment.

Date	Name	Description
	SRA Date	Date the Parties execute the SRA
June 15, 2026	Supersede Date	Date the SRA must be replaced by the Superseding Agreement executed by the BUYER and SELLER

Exhibit C

Equipment Price and Payment Schedule

Equipment purchase price:



Equipment payment schedule:

PROENERGY EQUIPMENT PROGRESS BILLINGS			
Milestone/Progress	Timeline	% Payment (of Equipment Total)	Individual Cash Payment (\$)

**Date certain indicates that milestone will be billed on the date indicated in this table absent of any delivery of Equipment, Services, or supporting documentation. Date certain dates are pending and will be finalized with the Superseding Agreement.
**Unless noted as date certain, indicated dates are approximate and may be billed out of sequence upon completion.*

Exhibit D

SELLER's Standard Equipment Purchase and Sale Agreement

Exhibit E

Form of Letter of Credit