

ESTADO LIBRE ASOCIADO DE PUERTO RICO
AUTORIDAD DE ENERGÍA ELÉCTRICA
SAN JUAN, PUERTO RICO

INFORME COMPLEMENTARIO NÚMERO 5
CP-02-26



EDWIN RIVERA SERRANO
DIRECTOR EJECUTIVO



ESTADO LIBRE ASOCIADO DE PUERTO RICO
Autoridad de Energía Eléctrica de Puerto Rico

Ing. Edwin Rivera Serrano
Director Ejecutivo

2 de diciembre de 2005

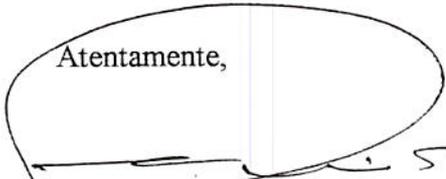
Hon. Manuel Díaz Saldaña, Contralor
Oficina del Contralor de Puerto Rico
Apartado Postal 366069
San Juan, Puerto Rico 00936-6069

Estimado señor Díaz Saldaña:

RE: INFORME COMPLEMENTARIO, CP-02-26

Incluimos el Informe Complementario (Complementario Número 5), correspondiente al Informe de Auditoría CP-02-26.

Atentamente,



Edwin Rivera Serrano
Director Ejecutivo

Anejos



ESTADO LIBRE ASOCIADO DE PUERTO RICO
Autoridad de Energía Eléctrica de Puerto Rico

Ing. Edwin Rivera Serrano
Director Ejecutivo

2 de diciembre de 2005

ENTREGA A LA MANO

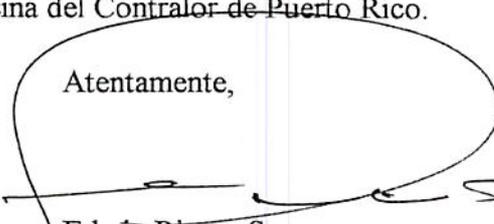
Lcdo. Guillermo San Antonio Acha
Asesor Legal
La Fortaleza
San Juan, Puerto Rico

Estimado licenciado San Antonio:

RE: INFORME COMPLEMENTARIO, CP-02-26

Incluimos el Informe Complementario (Complementario Número 5), correspondiente al Informe de Auditoría CP-02-26, el cual se sometió a la Oficina del Contralor de Puerto Rico.

Atentamente,



Edwin Rivera Serrano
Director Ejecutivo

Anejos

PLAN DE ACCIÓN CORRECTIVA

Oficina de Combustibles – Sistema Eléctrico Autoridad de Energía Eléctrica de Puerto Rico

Entidad Núm.: 3075 Informe de Auditoría Núm.: CP 02-26 Fecha: 13 de mayo de 2002

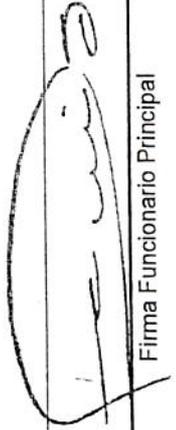
Funcionario principal: Ing. Edwin Rivera Serrano Periodo auditado: 1 de enero de 1998 al 30 de junio de 2001

Funcionario designado: CPA José F. Hernández Colón Puesto: Administrador Oficina de Auditoría Interna Teléfono: 289-4812

Indique: [] PAC [X] ICP #5 Fecha de vencimiento: 2 de diciembre de 2005

RECOMENDACIÓN	ACCIÓN CORRECTIVA	RESULTADO
<p><i>A la Junta de Gobierno de la AEE</i></p> <p>4. Tomar las medidas necesarias para asegurarse que el Director Ejecutivo de la AEE cumple con las recomendaciones 5 a la 14. Hallazgos 1 al 9]</p>	<p>El Comité de Auditoría de la Junta de Gobierno, celebra reuniones mensuales para dar seguimiento a la implantación de las recomendaciones sobre estos hallazgos.</p>	<p>Parcialmente Cumplimentada</p>
<p><i>Al Director Ejecutivo</i></p> <p>6. Instruir al Administrador de la Oficina de Auditoría Interna para que realice pruebas y valide los resultados presentados por los laboratorios internos de la AEE sobre las pruebas de composición química, y de calidad de los combustibles adquiridos para la generación de energía eléctrica. Además, notifique a la Junta de Gobierno en aquellos casos en que se detecten diferencias o anomalías en el proceso. [Hallazgos 4 y 5</p>	<p>La Autoridad efectuó una evaluación del proceso de recibo, aceptación y uso del combustible núm. 6. La Oficina de Auditoría Interna, verificará que el Laboratorio de Control de Combustible implemente el Programa de Control de Calidad establecido y aprobado. Además, verificará durante sus intervenciones los resultados de los análisis realizados al combustible.</p>	<p>Cumplimentada</p> <p>El Protocolo para la Verificación de la Calidad y Cantidad del Combustible Núm. 6, indica que la Oficina de Auditoría Interna verificará los resultados de los análisis de calidad de combustible, en sus auditorías. De surgir cualquier diferencia u anomalía lo notificará inmediatamente a la Junta de Gobierno, para la acción correspondiente.</p> <p>Ver Anejo A, Criterios Generales, página 3 del Protocolo para la Aceptación y Uso de</p>

Certifico que esta información es correcta



Firma Funcionario Principal

DEC 02 2005

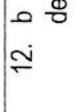
Fecha

PLAN DE ACCIÓN CORRECTIVA
Planificación y Protección Ambiental - Autoridad de Energía Eléctrica de Puerto Rico

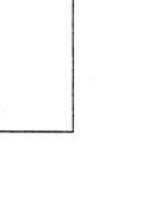
RECOMENDACIÓN	ACCIÓN CORRECTIVA	RESULTADO
<p>7. Impartir instrucciones al Administrador de la Oficina de Combustibles y ver que cumpla para que:</p> <p>c. Se requiera de las compañías proveedoras, que las pruebas de composición química y de calidad de los combustibles sean realizadas por los laboratorios contratados por éstas, directamente de los tanques de las barcazas que realizarán las entregas y no de los tanques terrestres. En los casos de transferencias mediante oleoducto, las pruebas se realicen en los tanques del proveedor antes de que se realice la transferencia a la AEE. [Hallazgo 3-b]</p>	<p>Bajo los nuevos procedimientos de operación establecidos, la certificación de la calidad del combustible no se basa en los certificados presentados por los suministradores, sino en análisis efectuados por la Autoridad o por un laboratorio externo que responderá a la Autoridad. En el caso de barcazas que se cargan de combustible provenientes de tanques terrestres, las muestras para verificar la calidad del combustible que será suplido a la AEE se están tomando de los compartimientos de la barcaza que realizará la entrega, una vez éstas son abastecidas. En el caso de transferencias por oleoducto, la Autoridad analiza y certifica el tanque del proveedor antes de que se realice la transferencia.</p>	<p>Combustible</p>
<p>8. Instruir a la Consultora Jurídica para que evalúe las situaciones comentadas en el Hallazgo 4-b.1) al 4) y tomar las medidas correctivas necesarias, incluyendo aquellas de índole legal para poder</p>	<p>La Autoridad tomó acción sobre esta situación, ya que demandó al laboratorio privado. Actualmente, está pendiente ante el juez la sentencia sumaria, y no se ha dispuesto todavía.</p>	<p>Cumplimentada Se modificó el Protocolo para la verificación de la calidad del combustible núm. 6, antes de recibirlo y utilizarlo en las centrales generatrices de la AEE para aclarar y especificar estas operaciones.</p> <p>Ver Anejo A, Sección 5 y 6 del Protocolo para la Aceptación y Uso de Combustible.</p>
<p>8. Instruir a la Consultora Jurídica para que evalúe las situaciones comentadas en el Hallazgo 4-b.1) al 4) y tomar las medidas correctivas necesarias, incluyendo aquellas de índole legal para poder</p>	<p>La Autoridad tomó acción sobre esta situación, ya que demandó al laboratorio privado. Actualmente, está pendiente ante el juez la sentencia sumaria, y no se ha dispuesto todavía.</p>	<p>Cumplimentada El proceso de la demanda no ha terminado. Entendemos que esta recomendación está cumplimentada debido a que se han tomado las</p>

DEC 07 2005
Iniciales

PLAN DE ACCIÓN CORRECTIVA
Planificación y Protección Ambiental - Autoridad de Energía Eléctrica de Puerto Rico

RECOMENDACIÓN	ACCIÓN CORRECTIVA	RESULTADO
<p>resarcir a la AEE de los daños y perjuicios, si alguno, que pudieran haber causado las acciones del laboratorio privado contratado y de los proveedores de combustibles.</p>	<p>Además, como medida preventiva, se incluyó en el Protocolo que si los análisis de la Autoridad reflejan resultados fuera de especificaciones, se hará un segundo análisis utilizando un laboratorio externo para verificar. (Ver Criterios Generales del Protocolo, página número 2, tercer párrafo)</p>	<p>medidas correctivas. La AEE demandó al laboratorio. Además, la Autoridad eliminó de su Registro de Licitadores a esta compañía. Ver Anejo B</p>
<p>9. Se formalicen contratos escritos para: a. Los servicios de los laboratorios privados que incluyan, entre otras cláusulas, disposiciones que protejan adecuadamente los intereses de la AEE como las que se señalan en el Hallazgo 5-a.1.</p>	<p>La Fase II Operación formal parcial de los Laboratorios de Control de Combustible comenzó en marzo de 2005. Contempla que el Laboratorio asuma la responsabilidad de tomar muestras y analizar el combustible en los tanques de reserva. El muestreo y análisis de los tanques, barcos y barcazas del suplidor serán efectuados por un laboratorio contratado mediante una orden de servicio o por el laboratorio de control de combustible. El Laboratorio de Control de Combustibles verificará el trabajo de la compañía contratada, mediante el análisis de una muestra duplicada.</p>	<p>Cumplimentada – Ver Acción Correctiva</p>
<p>b. El subarrendamiento de los tanques de reserva de combustibles. [Hallazgo 8-a.2]</p>	<p>La Consultora Jurídica evaluó y aprobó el contrato para el subarrendamiento de tanques de reserva. La vigencia del contrato está establecida en el Exhibit D, Artículo X. En el Artículo VIII del mismo Exhibit establece la responsabilidad del vendedor en el combustible. Entendemos que esta cláusula cumple con los seguros que requiere ya que la Autoridad nos es responsable del combustible hasta tanto no esta en las líneas de la AEE.</p>	<p>Cumplimentada – En el contrato de compra de combustible establecimos en el Exhibit D, el subarrendamiento de tanques de CORCO al suplidor. Ver Anejo C</p>
<p>12. b Los encargados de los laboratorios internos de la AEE sometan fotocopia certificada de los</p>	<p>Los resultados certificados de análisis que realiza la AEE o sus representantes, al combustible ofrecido por el suplidor</p>	<p>Cumplimentada Certificación del Director de Finanzas.  DEC 07 2005 Iniciales</p>

PLAN DE ACCIÓN CORRECTIVA
Planificación y Protección Ambiental - Autoridad de Energía Eléctrica de Puerto Rico

RECOMENDACIÓN	ACCIÓN CORRECTIVA	RESULTADO
<p>informes producidos sobre las pruebas de composición química y calidad realizadas a los combustibles recibidos al:</p> <p>3. Director de Finanzas para la certificación y pago de las facturas correspondientes. [Hallazgo 6-a.3]</p> <p>12. d. Los trabajos que realicen los laboratorios privados relacionados con los combustibles se lleven a cabo, según se estipula en los métodos aceptados por la profesión de químicos y los Estándares del <i>American Petroleum Institute</i> para que:</p> <p>1. Se tomen la temperatura en todos los tanques de las barcazas o barcos que realizan las entregas de combustibles a la Autoridad.</p>	<p>los recibe la Oficina de Combustibles. En la misma verifican que el mismo cumple con las especificaciones y preparan la factura para pago. La factura es enviada a la Oficina de Desembolsos junto con los certificados de análisis y otros documentos de apoyo, donde es verificada y procesado el pago.</p> <p>La Autoridad determina el pago del combustible recibido a base de la cantidad de combustibles que llega a los tanques de reserva de la AEE una vez concluye el proceso de transferencia. Esto garantiza que no se pague por combustible que puede quedar sin transferir en los compartimientos de las embarcaciones del suplidor o pérdidas durante el proceso de transferencia. Esta condición ésta especificada en los contratos de compra de combustible. La medida de temperatura se utiliza para determinar la cantidad de combustible. Debido a que la cantidad de combustible que traen las embarcaciones del suplidor no se toma en consideración para el proceso de pago, no es necesario implementar esta recomendación.</p>	<p>Ver Anejo D y Anejo A, Página 2 , Párrafo 6 y Página 5, Artículo 11.</p> <p>Cumplimentada - Las medidas de nivel y temperatura que se toman en los tanques de reserva de la AEE antes y después de recibir combustible, son los datos que se utilizan para determinar la cantidad recibida y determinar el pago. Estas medidas son tomadas por el Inspector Independiente en presencia de un representante de la AEE, y certificadas por ambos funcionarios al momento de ser tomadas. Se efectúan siguiendo los métodos aceptados por el American Petroleum Institute.</p> <p>En la contestación al Plan de Acción Correctiva de este Informe de Auditoría la Oficina de Auditoría Interna, certificó que las facturas de combustible pagadas por la Autoridad demuestran que el precio que se paga por los barriles es a base de la cantidad que se recibe en los tanques de reserva, luego de que se hacen las muestras y análisis en los mismos, independientemente de los resultados reflejados en los tanques de la barcaza.</p>
<p>Ver Anejo A, Sección 5.6 del Protocolo para la</p> <p style="text-align: right;">  Iniciales </p>		

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<p>2. La temperatura sea tomada a varios niveles de profundidad de cada tanque en la barcaza o barco. [Hallazgo 7-a.2)b)]</p>	<p>Igual al punto d.1.</p>	<p>Aceptación y Uso de Combustible.</p>
<p>3. Las medidas de volumen sean Tomadas por el químico del laboratorio contratado en lugar del Capitán de la barcaza u otro personal. Además, la medida debe ser realizada permitiendo que la plomada de la cinta métrica toque el fondo del tanque. Hallazgo 7-a.2)c)1) y 2)]</p>	<p>Igual al punto d.1.</p>	<p>Cumplimentada - Igual al punto d.1.</p>
<p>4. Se tomen las medidas necesarias para corregir las situaciones señaladas en el Hallazgo 7-b.1) y 2) y c)1) y 2) y asegurarse de que no se repitan.</p>	<p>La Autoridad determina el pago del combustible recibido a base de la cantidad de combustibles que llega a los tanques de reserva de la AEE una vez concluye el proceso de transferencia. Esto garantiza que no se pague por combustible que puede quedar sin transferir en los compartimientos de las embarcaciones del suplidor o pérdidas durante el proceso de transferencia. Esta condición ésta especificada en los contratos de compra de combustible. La medida de temperatura se utiliza para determinar la cantidad de combustible. Debido a que la cantidad de combustible que traen las embarcaciones del suplidor no se toma en consideración para el proceso de pago, no es necesario implementar esta recomendación.</p>	<p>Cumplimentada - Las medidas de nivel y temperatura que se toman en los tanques de reserva de la AEE antes y después de recibir combustible, son los datos que se utilizan para determinar la cantidad recibida y determinar el pago. Por esta razón, es que el Inspector Independiente junto con personal de la Central tomará la medida del nivel y la temperatura del combustible en el tanque de reserva de la AEE, que recibirá el nuevo cargamento y tomará una muestra del combustible residual en el mismo. Ver Anejo A, página 5, Artículo 12 al 14.</p>


Iniciales

PLAN DE ACCIÓN CORRECTIVA
Planificación y Protección Ambiental - Autoridad de Energía Eléctrica de Puerto Rico

RECOMENDACIÓN	ACCIÓN CORRECTIVA	RESULTADO
14. Evaluar las situaciones señaladas en los Hallazgos 8-a.6) y 9-a.1) y 2) y tomar las medidas correctivas al respecto.	La modificación al sistema de información utilizado en la Oficina de Combustible, establece los permisos de acceso de cada uno de los usuarios a las diferentes pantallas. Además, se creó un archivo el cual registra el nombre del usuario, fecha y hora de entrada al sistema.	Parcialmente Cumplimentada - El mismo continúa en la etapa evaluativo por parte de la Oficina de Informática del Directorado de Servicios Administrativos.



Oficiales

ESTADO LIBRE ASOCIADO DE PUERTO RICO
AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO

SAN JUAN, PUERTO RICO



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APARTADO 36-4267
CORREO GENERAL
SAN JUAN, PUERTO RICO 00936-4267

PROTOCOLO PARA LA VERIFICACIÓN
DE LA CALIDAD Y CANTIDAD DEL COMBUSTIBLE NUM. 6
ANTES DE RECIBIR Y UTILIZAR EL MISMO
EN LAS CENTRALES GENERATRICES
DE LA AUTORIDAD DE ENERGIA ELECTRICA

Revisión 1
29 de noviembre de 2005

Preparado por: Myrna Massanet Pastrana
Myrna Massanet Pastrana
Jefa Auxiliar
División Protección Ambiental
y Confiabilidad de Calidad

Recomendado: Jaime A. Plaza 29-nov-05
Jaime A. Plaza, Jefe
División Protección Ambiental
y Confiabilidad de Calidad

Recomendado: William Rodney Clark
William Rodney Clark
Administrador
Oficina de Combustibles

Recomendado: Gerardo Lectora
Gerardo Lectora, Jefe Interino
División de Conservación y
Servicios Técnicos de
Centrales Generatrices

Aprobado: Juan F. Alicea Flores 29/nov/05
Juan F. Alicea Flores, Director
Planificación y Protección Ambiental

**PROTOCOLO PARA LA VERIFICACIÓN DE LA
CALIDAD Y CANTIDAD DEL COMBUSTIBLE NUM. 6
ANTES DE RECIBIR Y UTILIZAR EL MISMO
EN LAS CENTRALES GENERATRICES
DE LA AUTORIDAD DE ENERGIA ELECTRICA**

I- Criterios Generales:

- ◆ La Autoridad de Energía Eléctrica (AEE) verificará, a través del Laboratorio de Control de Combustible adscrito a la División de Protección Ambiental o de un Laboratorio Externo, la calidad del combustible núm. 6 antes de ser recibido por la Autoridad y del combustible en los tanques de reserva antes de que el mismo sea transferido a los tanques de servicio para ser utilizado en las unidades generatrices.
- ◆ Las Centrales Generatrices proveerán al Laboratorio de Control de Combustible personal de apoyo para efectuar los muestreos de combustible.
- ◆ Para cada entrega de combustible, la Oficina de Combustible tendrá la responsabilidad de notificar por fax o llamada telefónica al celular asignado, al Supervisor del Laboratorio de Control de Combustible (segunda opción al Supervisor Departamento Estudios Ambientales) y al Supervisor de Combustible de la Central Termoeléctrica, la fecha y hora aproximada de la entrega de combustible.
- ◆ Las Centrales generatrices coordinarán con el Laboratorio de Control de Combustible, el muestreo y análisis del combustible en los tanques de reserva antes de poner estos en servicio.
- ◆ La aceptación, uso y pago del combustible se basará en:
 - 1) los resultados de los muestreos y análisis efectuados por la AEE mediante el Laboratorio de Control de Combustible o un Laboratorio externo (el certificado de análisis presentado por el suplidor del combustible será utilizado únicamente como referencia), y
 - 2) las medidas de nivel y temperatura tomadas en el tanque de reserva de la AEE, una vez concluida la transferencia desde los barcos, barcasas o tanques del suplidor.
- ◆ Se utilizará, como criterio principal para aceptar y utilizar el combustible, los siguientes parámetros: azufre, vanadio, asfaltenos, viscosidad y API. Estos parámetros se definen como parámetros críticos, ya que el contenido de los mismos en el combustible está

regulado bajo los permisos de operación de las unidades generatrices (Título V) emitidos por la Junta de Calidad o por el Acuerdo por Consentimiento.

- ◆ El Laboratorio de Combustible o el Laboratorio externo informará inmediatamente a la Oficina de Combustible cualquier desviación en los parámetros críticos. La Oficina de Combustible tomará las acciones requeridas siguiendo Protocolo de Calidad de Combustible desarrollado bajo el Acuerdo por Consentimiento (ver Anejo 1).
- ◆ El suplidor del combustible tendrá el derecho a designar, a su costo, un testigo para presenciar los muestreos y análisis efectuados por la AEE o su contratista.
- ◆ De los análisis de la Autoridad reflejar que el combustible ofrecido por el suplidor se encuentra fuera de especificaciones, y si el suplidor así lo solicita, se procederá a analizar un duplicado de la muestra utilizando un laboratorio externo, aprobado por la AEE. En el caso de que el análisis en discrepancia haya sido contratado, se utilizará para el análisis de verificación, un laboratorio externo diferente al que efectuó el análisis original. El resultado de este nuevo análisis será considerado como el resultado final. El costo de este análisis y cualquier costo adicional asociado a esta discrepancia será pagado por la parte que resulte errónea.
- ◆ Las Centrales Termoeléctricas no recibirán o utilizarán el combustible hasta que reciban el certificado de análisis correspondiente, indicando que el mismo cumple con los parámetros especificados. En los casos en que la AEE decida aceptar la entrega de combustible fuera de especificaciones, la Central no aceptará el mismo hasta recibir autorización de la Oficina de Combustible. La Oficina de Combustible dará esta autorización vía telefónica al Jefe de la Central y lo confirmará por escrito lo antes posible. La Oficina de Combustible deberá enviar copia de esta autorización escrita al Jefe de la DPACC, para que se coordinen las acciones requeridas bajo los reglamentos vigentes, si alguna, según el Protocolo de Calidad de Combustible incluido en el Anejo 1.
- ◆ Para cada tanque, barcaza o barco muestreado y analizado, se emitirá un certificado de análisis final. Este certificado contará con la firma y sello del Químico que efectuó el análisis y la firma del Supervisor del Laboratorio. El Laboratorio de Control de Combustible mantendrá los certificados originales de los análisis que efectúe para sus archivos. Los certificados originales de los análisis efectuados por el Laboratorio externo serán mantenidos en archivo por el oficial contratante.
- ◆ La Oficina de Combustibles utilizará el certificado de análisis para corroborar que el combustible ofrecido por el suplidor cumple con las especificaciones establecidas en el contrato de compra de combustible y determinar el pago correspondiente. Además, enviará copia de los certificados de análisis al Directorado de Finanzas junto con la factura y la recomendación de pago de la misma.

- ◆ Cuando los eventos de muestreo y análisis se efectúen fuera del horario laborable (L-V de 7:30 a.m. a 4:00 p.m.), se adelantará a la Oficina de Combustible y a la Central, para los efectos de aceptar y utilizar el combustible, una copia del certificado de análisis firmada y sellada únicamente por el Químico que efectuó los análisis.
- ◆ El Laboratorio de Control de Combustible desarrollará y mantendrá un Programa de Control de Calidad de sus operaciones y de los Laboratorios externos utilizados.
- ◆ La Oficina de Auditoría Interna verificará que el Laboratorio de Control de Combustible implemente el Programa de Control de Calidad establecido y aprobado. Además, verificará durante sus auditorías, los métodos de análisis utilizados por el Laboratorio de Combustible o el Laboratorio externo. Notificará a la Junta de Gobierno de la Autoridad cualquier diferencia u anomalía detectada.
- ◆ Todas las actividades del Laboratorio de Control de Combustible estarán regidas por procedimientos operacionales y técnicos, debidamente aprobados por el Jefe de la División de Protección Ambiental y Confiabilidad de Calidad.

II- Instrucciones para la verificación de la calidad y cantidad del combustible en el proceso de aceptar y recibir entregas de combustible núm. 6

1. Cuando la Oficina de Combustible confirme la entrega con el suplidor, notificará por fax o por el teléfono celular asignado, al Supervisor de Combustible de la Central Termoeléctrica correspondiente y al Supervisor del Laboratorio de Control de Combustible (segunda opción al Supervisor Departamento Estudios Ambientales) y con el Laboratorio externo (cuando los análisis sean contratados), la fecha y hora estimada para comenzar las actividades de entrega de combustible.
2. Previo a la entrega de combustible, el Supervisor de Combustible de la Central y la Oficina de Combustible se mantendrán en comunicación con el Laboratorio que efectuará los análisis, para coordinar los eventos de muestreo y análisis del combustible que será recibido.
3. El Laboratorio tomará, en coordinación con el Inspector Independiente de Combustible y el Oficial de Combustible de la Central, muestras del nuevo cargamento de combustible en los barcos, barcazas o tanques del suplidor, siguiendo los métodos de muestreo aplicables.
4. En los casos donde el combustible sea suplido mediante barcazas abastecidas desde tanques terrestres del suplidor, se tomarán las muestras en la barcaza

una vez ésta sea cargada. Si la transferencia es por oleoducto, se tomará la muestra en el tanque del suplidor desde donde se hará la transferencia.

5. En los barcos y barcazas se tomará una muestra representativa de cada compartimiento y se documentará el nivel de los mismos, para preparar una muestra compuesta representativa del cargamento. En los tanques se tomará muestras a tres niveles con las cuales se preparará una muestra compuesta. En ambos casos, el laboratorio efectuará una prueba para determinar la homogeneidad del combustible. De encontrarse que el combustible a recibirse no es homogéneo, el Laboratorio se comunicará inmediatamente con la Oficina de Combustible quien determinará las acciones a seguir.
6. Las muestras compuestas se analizarán inicialmente para los parámetros críticos (azufre, vanadio, asfaltenos, viscosidad y API). Los residuos de las muestras de los niveles de los tanques o de los compartimientos de barcos y barcazas utilizadas para preparar las muestras compuestas, serán retenidas por el Laboratorio que efectuó el análisis, por un periodo de 60 días para ser utilizadas, de ser requerido, para la revisión de los resultados de análisis.
7. Una vez completado el análisis de los parámetros críticos, el Laboratorio preparará un certificado de análisis parcial adelantando estos resultados. Enviará inmediatamente por fax copia del certificado parcial debidamente firmado por el químico que efectuó el análisis, a la Central y a la Oficina de Combustible.
8. La Central no aceptará el combustible hasta que reciba el certificado de análisis del Laboratorio indicando que los parámetros críticos están dentro de los límites establecidos.
9. Si el resultado del análisis de alguno de los parámetros críticos está fuera de los límites permitidos, el Laboratorio de Control de Combustible o el laboratorio contratado, notificará inmediatamente a la Oficina de Combustible. La Oficina de Combustible determinará e informará mediante llamada telefónica al Jefe de la Central, las acciones a seguir de acuerdo con el Protocolo de Calidad de Combustible desarrollado bajo el Acuerdo por Consentimiento (ver Anejo 1), y coordinará con la DPACC cualquier acción adicional requerida. La Oficina de Combustible documentará por escrito, lo antes posible, la comunicación telefónica al Jefe de Central y enviará copia a la DPACC y al Laboratorio de Control de Combustible.
10. El Laboratorio que efectuó el análisis deberá tramitar a la Central y a la Oficina de Combustible, en un término no mayor de una semana desde la fecha del muestreo, copia del certificado final de análisis del barco, barcaza o tanque de donde provino el nuevo cargamento, con el resultado de todos los

parámetros especificados bajo el contrato de combustible. Este certificado final deberá contar con la firma y sello del químico que efectuó el análisis y la firma del supervisor del Laboratorio. La Oficina de Combustibles incluirá copia del certificado junto con la factura cuando tramite ésta al Directorado de Finanzas para pago.

11. Previo a que comience la transferencia del nuevo cargamento de combustible a los tanques de reserva de la AEE, el Inspector Independiente, junto con personal de la Central, tomará la medida del nivel (medida de apertura) y la temperatura del combustible en el(los) tanque(s) de reserva de la AEE que recibirá(n) el nuevo cargamento y tomará una muestra del combustible residual en el(los) mismo(s), siguiendo los métodos especificados en los reglamentos aplicables. Tanto la medida de nivel como los datos de temperatura serán documentados y certificados por ambos funcionarios al momento de ser tomados. La muestra del combustible residual en el(los) tanques de reserva se analizará únicamente para grados API.
12. Una vez concluidas las entregas de combustible, el Inspector Independiente y el representante de la Central medirán el nivel final del combustible en el tanque (medida de cierre) y la temperatura. Ambos funcionarios documentarán y certificarán estos datos al momento de tomarlos.
13. La Central tramitará a la Oficina de Combustibles, los datos de temperatura y nivel tomados en el(los) tanque(s) de reserva antes y después de la transferencia de combustible, para ser utilizados en el cálculo de la cantidad de combustible recibida y determinar el pago. Además, preparará un informe de recibo donde certificará la cantidad de combustible recibida.

III- Instrucciones para la certificación de la calidad del combustible en los tanques de reserva de la AEE antes de que el mismo sea transferido a los tanques de servicio para uso.

1. La Junta de Calidad Ambiental requiere que se verifique la calidad de la mezcla final de combustible en los tanques de reserva antes de poner éstos en servicio y transferir el combustible a los tanques de servicio para uso. Esto es debido a que los tanques de reserva siempre mantienen una cantidad residual de combustible y al recibir un nuevo cargamento ocurre un proceso de mezclado.
2. Al finalizar la entrega, o en la fecha que se coordine con el Oficial de Combustible de la Central, se tomará y analizará muestras del combustible de los tanques de reserva de la AEE que recibieron el nuevo cargamento.

3. Estas muestras se analizarán para los parámetros críticos, valor calórico (BTU) y “fuel bound nitrogen”.
4. Tan pronto se concluyan los análisis, el Laboratorio preparará un certificado de análisis, copia del cual tramitará inmediatamente por fax al Oficial de Combustible de la Central y a la Oficina de Combustible. El certificado deberá contar con la firma y sello del químico que efectuó el análisis y la firma del Supervisor del Laboratorio. Cuando el evento ocurra fuera de horas laborables (L-V de 7:30 a.m. a 4:00 p.m.) se adelantará a la Central una copia del certificado firmado únicamente por el químico que efectuó el análisis. Copia del certificado con ambas firmas deberá ser tramitado el próximo día laborable.
5. La central no transferirá combustible de los tanques de reserva hacia los tanques de servicio hasta que reciba el certificado final o copia adelantada del certificado de la calidad del combustible del tanque de reserva que se pondrá en servicio.
6. Si el resultado del análisis de alguno de los parámetros críticos está fuera de los límites permitidos, el Laboratorio notificará inmediatamente a la Oficina de Combustible. La Oficina de Combustible determinará e informará mediante llamada telefónica al Jefe de la Central las acciones a seguir de acuerdo con el Protocolo de Calidad de Combustible desarrollado bajo el Acuerdo por Consentimiento (ver Anejo 1), y coordinará con la DPACC cualquier acción adicional requerida. La Oficina de Combustible documentará por escrito lo antes posible la comunicación telefónica al Jefe de Central y enviará copia a la DPACC y al Laboratorio de Control de Combustible.

ANEJO I

2.0 Fuel Quality Program

The Fuel Quality Program is designed to ensure that the quality of fuel combusted in PREPA generating units supports the goal of maintaining air compliance, particularly with PRRCAP Rule 403. By the date of entry of the Consent Decree and thereafter until termination of Section V of the Decree, PREPA shall implement all elements of the Fuel Quality Program. The program consists of the following two elements:

- Fuel Quality Activities
- Management Review and Reporting

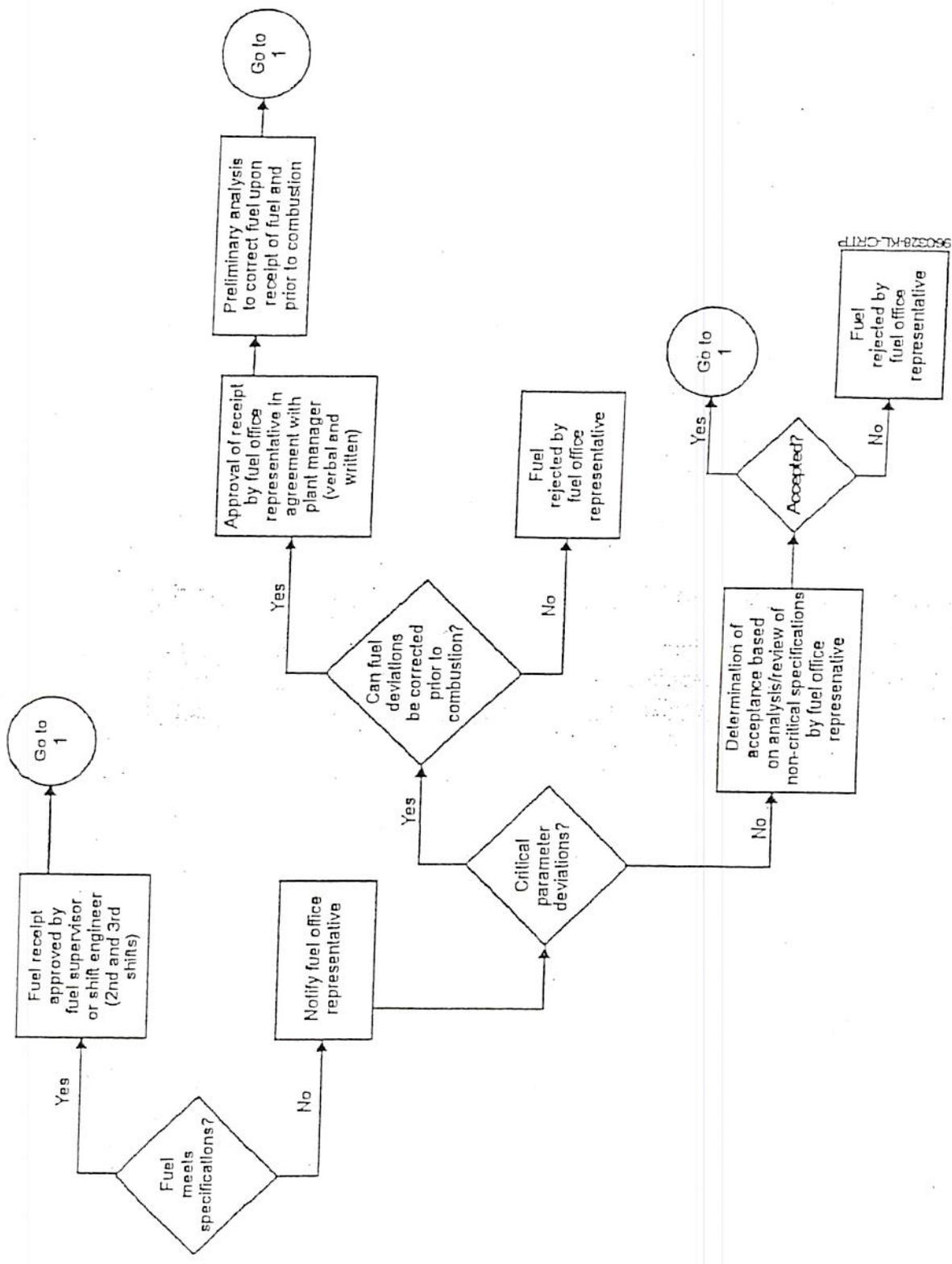
To facilitate immediate communications regarding the acceptance or rejection of fuel shipments, PREPA has installed a FAX machine in the corporate Fuel Office and in the power plant manager's office. A Fuel Office representative will be available 24 hours a day and seven days a week, and receipt of fuel shipments with deviations from fuel specifications shall not commence until approved by the Fuel Office representative. PREPA shall not combust fuel that fails to meet the critical specifications indicated in Table 2-1. Instead, PREPA shall delay combustion of the fuel until specification deviations have been corrected.

2.1 Fuel Quality Activities and Responsible Parties

The main objective of the Fuel Quality Program is to combust only fuel oil that meets the specifications shown in Table 2-1. In support of this objective, three general types of Fuel Quality activities have been identified. These activities are summarized below and discussed in detail in the sections that follow:

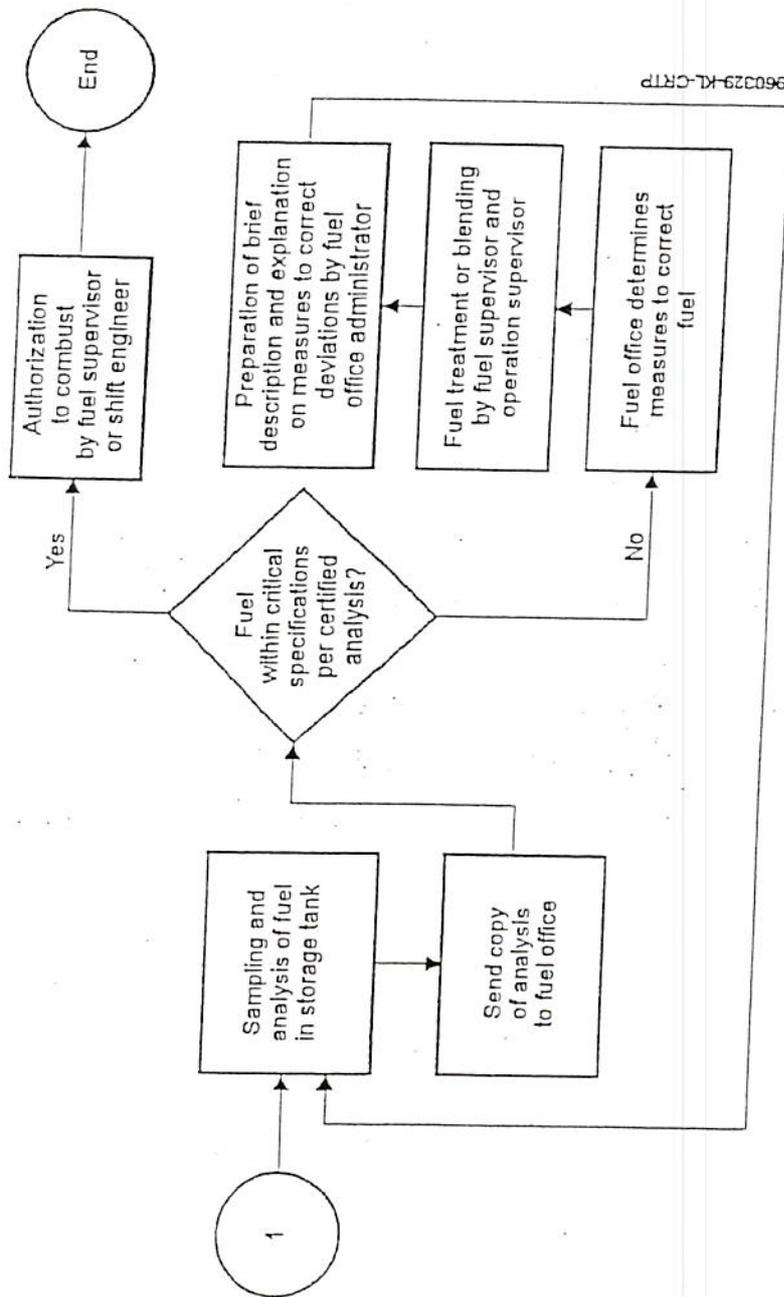
- **Supervision of Fuel Quality Compliance.** Establish whether incoming fuel supplies meet quality specifications by examining certified laboratory analyses from fuel suppliers (see fuel parameter specifications in Table 2-2).
- **Fuel Treatment, Sampling, and Analysis.** To assure that fuel quality specifications are satisfied prior to combustion, some fuel treatment (blending), sampling, and analysis shall be performed.
- **Documentation.** Records of all the fuel treatment, sampling, and analysis need to be compiled and maintained.

Figure 2-1 presents a flow diagram of the fuel approval/ rejection process, beginning with an examination of fuel supplier specification documentation and ending with the approval or rejection of the fuel as acceptable for receipt. Table 2-3 lists the parties responsible for each activity mentioned above. The PREPA Fuel Office is in charge of handling and managing all fuel and fuel-related contracts between PREPA and any fuel or fuel-related service provider.



960328-KL-CRTP

Figure 2-1. Flow Diagram for Acceptability of Fuel Quality (continued on following page)



960329-KL-CRTP

Figure 2-1 (continued). Flow Diagram for Acceptability of Fuel Quality

2.1.1 Supervision of Fuel Quality Compliance

Although it is expected that some fuel quality parameter values will be varied to reflect changes in permits or modifications to the combustion process or hardware of the generating units, the critical values listed in Table 2-1 will remain fixed while the Consent Decree is in effect, unless changed by mutual agreement between PREPA and EPA.

PREPA must ensure that an acceptable quality of fuel oil is combusted in its generating units by performing the activities that follow:

1. **Determine the acceptability of fuel quality by review of certified analysis.**
 - Before accepting any fuel shipment, a certified laboratory analysis providing values for the parameters shown in Table 2-2 shall be obtained from the fuel supplier. The certification of the analysis is to be done by chemist licensed in Puerto Rico.
 - The fuel supervisor or shift engineer (second and third shifts) will fax to the Fuel Office a copy of the certified laboratory analysis of any fuel shipment notifications. If the fuel meets all specifications listed in Table 2-2, the fuel supervisor or shift engineer will sign and date the certificate and document verification by indicating that the fuel has been "APPROVED."
 - If any parameter (excluding heat content) does not meet fuel specifications, the Fuel Office will be notified immediately of such deviations (see below).
2. **Ensure that the specified methods are used for all fuel sampling and analysis performed by PREPA or by fuel suppliers.** All sampling and analysis for fuel parameters shall be conducted in accordance with the methods listed in Tables 2-1 and 2-2.
3. **If fuel parameters indicated in Table 2-1 deviate from specifications, accept shipment only if the deviations can be corrected.** In the event that analytical data indicates any deviations from the fuel specifications listed in Table 2-1, the shipment can be accepted only if such deviation can be corrected prior to combustion. A Fuel Office representative shall authorize receipt of such shipment (previous discussion with the plant manager or plant manager representative). The fuel supervisor or shift engineer (2nd and 3rd shifts) will be notified of fuel shipment acceptance. The approval of the shipment by the Fuel Office representative will be verbal and in writing within the next 8 hours of a working day. PREPA shall combust such fuel only after these deviations have been corrected (See Section 2.1.2).

2.1.2 Fuel Treatment, Sampling, and Analysis

The following activities deal with the treatment, sampling, and analysis of fuel:

1. **Perform fuel treatment or blending to ensure fuel quality specifications in the event of deviations.** Fuel treatment or fuel blending after receipt of shipment includes, but is not limited to, blending due to additions to reserve tanks or mixing of fuel from various power plant locations. The Fuel Office Administrator will determine the measures to be taken to correct the fuel.
2. **Sample and analyze composition of any fuel prior to combustion.** Prior to combustion, PREPA shall sample and analyze or contract to sample and analyze the composition of any fuel after receipt of shipment and any fuel blended for correction purposes to ensure that such fuel meets the specifications listed in Table 2-1. Analysis shall be certified by both a laboratory supervisor and the chemist who performed such analysis. The laboratory supervisor certifies that the analysis was performed by the chemist certifying the analysis. Certification may be made by one person if the laboratory supervisor is also the chemist who performed the analysis. The coordination of sampling and analysis activities is the responsibility of PREPA's fuel supervisor at the plant.

If fuel sampling and analysis is performed by a contractor, the contractor shall be registered with PREPA as a qualified supplier.

3. **Provide fuel samples from sampling tap in the fuel oil line prior to each oil heater at each generating unit.** Upon the request of, and in the presence of, a representative of EPA, EQB, and/or the Air Compliance auditor, PREPA shall fill containers provided by these parties with samples of the fuel from these taps.

2.1.3 Documentation

Records of all the fuel treatment, sampling, and analysis shall be compiled and maintained. These records also will be used to compile the summary and monthly reports discussed in Section 2.2 (Management Review and Reporting). The following activities must be performed to facilitate and document fuel treatment, sampling, and analysis:

1. **Maintain sampling and analysis data that document any deviations of fuel from the quality specifications.** Compile, retain, and make available to EPA all sampling and analysis data that document deviations from the fuel specifications in Table 2-1.
2. **Document how deviations from fuel quality specifications were corrected.** For any deviation from the fuel specifications in Table 2-1, prepare a brief description and explanation of how the deviation was corrected through blending.
3. **Obtain fuel analysis certification by both the laboratory supervisor and the chemist who performs the fuel analyses.** If the chemist who performs the analysis is also the laboratory supervisor, certification by only one person is required.

4. Document all sampling and analysis. The Fuel Office Administrator is responsible for compiling, retaining, and making available to EPA upon request all sampling and analysis documents generated pursuant to the Fuel Quality Program (see Management Review and Reporting, Section 2.2).

Table 2-1

Fuel Sampling/Analytical Methods and
Quality Specifications

	Parameter	Sampling/Analytical Method	Specification
1.	Asphaltene content	IP 143 or ASTM D3279	No greater than 8% by weight
2.	Sulfur content	ASTM D4294	No greater than 1.5% by weight
3.	Vanadium content	ASTM D1548	No greater than 150 ppm by weight
4.	Viscosity value	ASTM D445 or ASTM D88	Less than 350 SFS at 122°F

Table 2-2
Fuel Oil No. 6 Specifications
Certified Laboratory Analysis Requirements

	Parameter	Unit of Measure	Sampling/ Analytical Method	Specification	Method and Specification Defined by
1.	Sampling ¹	Not applicable	ASTM D4057-88	3 levels (UML ²) composite	PREPA
2.	Flash point ¹	°F, PMCT	ASTM D93-90	No lower than 150°	PREPA
3.	Gross heat content	Btu/lb Btu/gal at 60°F	ASTM D240-87	No lower than 150,000 Btu/gal at 60°F	PREPA
4.	API gravity	API Degrees at 60°F	ASTM D287-82	No lower than 10.5° but no greater than 18°	PREPA
5.	Viscosity	Saybolt at 122°F SFS at 122°F	ASTM D445 or D88	Less than 350 SFS at 122°F	EPA
6.	Asphaltene content	% by weight	IP 143 or ASTM D3279 ³	No greater than 8% by weight	EPA
7.	Sulfur content ⁴	% by weight	ASTM D4294	No greater than 1.5% by weight	EPA
8.	Vanadium content	ppm by weight	ASTM D1548	No greater than 150 ppm by weight	EPA
9.	Sodium plus potassium ⁵	ppm by weight	ASTM D1318-88 or IP 288	No greater than 25 ppm by weight	PREPA
10.	Calcium	ppm by weight	IP 288	No greater than 10 ppm by weight	PREPA
11.	Ash	% by weight	ASTM D482-91	No greater than 0.1% by weight	PREPA
12.	Filterable solids and water	% by volume	ASTM D1796-83 ASTM D473-81	No greater than 1% by volume	PREPA
13.	Pour point	temperature, °F	D97-87	No greater than 75°F	PREPA

¹ Parameter defined by PREPA's Fuel Office.

² UML =upper, middle, lower

³ PREPA usually uses analytical method ASTM D3279.

⁴ "Reproducibility and repeatability must be taken into consideration in order to comply with the maximum sulfur percent weight specification. Additional upper, middle, lower analysis shall be performed to insure cargo is homogeneous."

⁵ "Method D-1318-88 for sodium analysis; however, sodium as well as potassium can be analyzed by other acceptable atomic absorption or spectrometric analysis."

Table 2-3

Parties Responsible for
Fuel Quality Activities

	Requirement	Responsible Party at Plant Level
	Supervision of Fuel Quality Compliance	
1.	Determine the acceptability of fuel quality by review of certified analysis and verification of fuel quality specifications.	Fuel Supervisor or Shift Engineer (second and third shifts)
2.	Ensure that the specified methods are used for all fuel sampling and analysis by PREPA or by fuel suppliers.	Fuel Supervisor or Shift Engineer (second and third shifts)
3.	If fuel parameters deviate from specifications, accept shipment only if the deviations can be corrected prior to combustion.	Fuel Office Representative in agreement with Power Plant Manager or Power Plant Manager Representative.
	Fuel Treatment, Sampling, and Analysis.	
1.	Perform fuel treatment or blending to ensure fuel quality specifications in the event of deviations.	Fuel Supervisor and Operation Supervisor
2.	Sample and analyze composition of any fuel prior to combustion.	Fuel Supervisor (coordination)
3.	Provide fuel samples from sampling tap in the fuel oil line prior to each oil heater at each generating unit.	Fuel Supervisor
	Documentation	
1.	Maintain sampling and analysis data that document any deviations of fuel from the quality specifications.	Fuel Office Administrator is the responsible at Management Level
2.	Document how deviations from fuel quality specifications were corrected.	Fuel Office Administrator is the responsible at Management Level
3.	Obtain fuel analysis certification by both the laboratory supervisor and the chemist who performs the fuel analyses.	Fuel Supervisor
4.	Document all sampling and analysis.	Fuel Office Administrator is the responsible at Management Level

2.2 Management Review and Reporting

PREPA shall organize, compile, retain, and make available to EPA upon request, all documentation generated pursuant to the Fuel Quality Program. The Fuel Office Administrator is responsible for these tasks. In addition to the record keeping requirements described in Section 2.1.3 (Documentation), the responsible parties shall also prepare and submit the Fuel Quality Program reports listed in Table 2-4. An internal Tank Farm Control Log defined by PREPA will be maintained by the fuel supervisor at

the power plant to provide the basis for the Fuel Quality Program Monthly Reports. Table 2-5 and Appendix B of this protocol present a copy of the Tank Farm Control Log. The fuel supervisor will send copies of the control log to the Fuel Office Administrator at the end of the month.

Table 2-6 lists the required contents of the Fuel Quality Program reports.

Table 2-4
Fuel Quality Program
Reporting Requirements

Requirement	Due	Responsible Party at Management Level	Responsible Party at Plant Level
<i>Preparation of Fuel Quality Program Summary Report</i>	Within 60 days of the date of entry of the Consent Decree	To be prepared and certified (according to the Consent Decree, Section V, Paragraph G.3) by: <ul style="list-style-type: none"> • Administrator of PREPA's Fuel Office 	None
<i>Certification of Program Implementation and Submission of the Fuel Quality Program Summary Report</i>	Along with the first Quarterly Air Compliance Program Status report submitted after the date of entry of the Consent Decree.	To be certified (according to the Consent Decree, Section V, Paragraph G.2) by: <ul style="list-style-type: none"> • Electrical System Director 	None
<i>Preparation of Fuel Quality Program Monthly Reports</i>	Within 60 days of the date of entry of the Consent decree, and every month thereafter until termination of the Decree.	To be prepared and certified (according to the Consent Decree, Section V, Paragraph G.3) by: <ul style="list-style-type: none"> • Administrator of PREPA's Fuel Office 	Fuel Supervisor (Preparation of Internal Tank Farm Control Log)

Table 2-5

Fuel Quality Program
Tank Farm Control Log

1.	Tank being put into service	
2.	Date and hour being put into service	
3.	Certificate number of fuel quality ¹	
4.	Laboratory that issued the certificate	
5.	Gross volume of fuel in tank (active)	
	Authorized by:	
	Name and Position:	
6.	Date and hour taken out of service	
7.	Gross volume of fuel in tank (inactive)	
8.	Total gross volume used (5-7)	
9.	Reason for taking out of service	
	Authorized by:	
	Name and Position:	

¹ Include copy of laboratory certificate with this report.

Table 2-6

Fuel Quality Program
Reports Contents

Document	Item	Contents
<i>Fuel Quality Program Summary Report</i>	1.	A description of the procedures for implementation of the Fuel Quality Program.
	2.	Certification by the Administrator of the Fuel Office.
	3.	Certification of Program Implementation by the Electrical System Director.
<i>Fuel Quality Program Monthly Reports</i>	1.	A review and evaluation of the implementation of the Fuel Quality Program.
	2.	A summary table indicating the sulfur content, asphaltene content, vanadium content, and viscosity of the fuel sampled and analyzed.
	3.	A list of any failures to meet any of the requirements of the Fuel Quality Program and the responses made to correct those failures.

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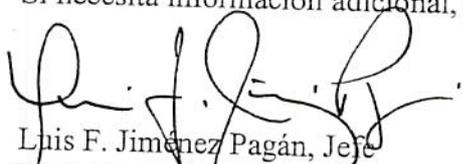
3 de agosto de 2005

Ramón L. Burgos Medina
Director Servicios Administrativos Interino

CERTIFICACIÓN DE SUPLIDOR

La compañía Caleb Brett no pertenece ni ha pertenecido al Registro de Suplidores de la Autoridad de Energía Eléctrica. No se encontró evidencia de trámite de parte de la compañía para pertenecer al mismo.

Si necesita información adicional, puede comunicarse al 3271.


Luis F. Jiménez Pagán, Jefe
División de Suministros

2005 AUG -4 PM 12:42
DIRECCION DE SERVICIOS ADM

RECIBIDO
OFICINA AUDITORIA INTERNA
DIVISION EJECUTIVA
2005 AUG -9 PM 1:12

FUEL PURCHASE CONTRACT 902-08-04-A
COSTA SUR STEAM PLANT

AS FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA" a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, employer's Social Security number 66-0433747, represented in this act by its Executive Director, Mr. Héctor Rubén Rosario Hernández, of legal age, married, certified public accountant, and resident of San Juan, Puerto Rico.

AS SECOND PARTY: Vitol SA, Inc., hereinafter referred to as "the Seller", a corporation organized and existing under the laws of Switzerland, authorized to do business in Puerto Rico, Social Security Number 13-278-4149, represented in this act by its Director of Latin American Trading, Antonio Maarraoui, of legal age, married, and resident of Houston, Texas, by virtue of document that certifies representative powers dated as of December 21, 2004.

WITNESSETH

WHEREAS, PREPA issued an invitation to bid No. Q-015945 for the supply of No. 6 fuel oil at its Costa Sur and Aguirre Steam Plants.

WHEREAS, in response to the referred invitation to bid, Seller made an offer to supply No. 6 fuel oil at Costa Sur Steam Plant.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties agree to the following:

ARTICLE I. Scope and Term of Contract

A. Seller agrees to sell and deliver to PREPA and PREPA agrees to purchase from Seller No. 6 residual fuel oil in compliance with the specifications detailed in

Q

AM
+

Exhibit A, for the Costa Sur Steam Plant. The monthly rate of delivery for each calendar month of the Contract shall be the amount as requested by PREPA.

PREPA reserves its right to purchase approximately twenty-five per cent (25%) of the plant requirements on the open market if such quantities become available at a lower price than that contracted at the time of purchase.

- B. This Contract will become effective on the date of its signature, and will be in effect for a period of two (2) years, after the commencement date as notified by PREPA.
- C. The Contract may be extended on a monthly basis upon mutual agreement after the end of the contracted term or its renewal, provided, however, that said extensions shall not exceed four consecutive months, except when an emergency is declared by PREPA's Governing Board.

ARTICLE II. Termination

In the event Seller fails to comply with any of its obligations under Contract, PREPA may declare an immediate contract termination, cancellation or rescission, without prior notice to Seller. The exercise of its right to terminate, cancel or rescind the contract shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law for delays or breach incurred by Seller in the performance of its obligations under the Contract.

ARTICLE III. Independent Contractor

Seller shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by the Seller for the performance



of its obligations herein, shall be considered as its employees or agents or those of its subcontractors, and not as employees or agents of PREPA.

ARTICLE IV. Delivery and Title

- A. Delivery of the fuel shall be for fuel as specified in Exhibit A or fuel components delivered for blending at CORCO for final delivery of product at Costa Sur by Seller of fuel as specified in Exhibit A. The price shall be established on the day the fuel commences transfer into the Costa Sur Steam Plant. All costs relating to the use of tankage at CORCO and to the handling of vessel or barge in CORCO's dock (rent, dockage, line handling, hoses connection, loading, unloading, etc.) shall be for Seller's account, and shall be as specified in Exhibit D of this contract.
- B. PREPA shall submit Seller a monthly estimate of its requirements and propose dates for delivery of fuel during the following month. Seller shall promptly acknowledge receipt of such estimate and shall, within five (5) days of such receipt, confirm or propose new delivery dates for the following month. Said delivery schedule, if accepted by PREPA, shall be final. Delivery dates shall consist of delivery windows of three (3) days each for actual delivery to occur.
- C. Title of product delivered shall pass to PREPA after the fuel passes the pipeline interconnection at CORCO for deliveries into Costa Sur. Seller is responsible for cleaning, removing, and disposing of any spill of his product, which might occur before the pipeline interconnection during delivery; and shall be responsible for securing all materials, permits, and personnel required for handling the transfer of fuel.

D. Deliveries to the Costa Sur Steam Plant thru the CORCO dock, at present, are limited as follows:

DWT 82,000 tons
LOA 840 feet
BCM 425 feet
DRAFT 42 feet sw

Seller shall conduct its own investigation relative to navigational information or any natural changes that might occur at the Guayanilla bay, as PREPA does not assume any responsibility for the same.

E. Maximum temperature of oil entering PREPA's pipeline shall not exceed one hundred eighty-five degrees F (185⁰), nor shall be less than one hundred twenty-five degrees F (125⁰), and at the pressure of not more than one hundred fifty (150) psig., nor less than one hundred twenty five (125) psig., measured at PREPA's intake flange.

F. If Seller, for any reason, except as provided for in Force Majeure Article of this Contract, fails to deliver the fuel required as provided for in this Contract, PREPA may procure the product from any other supplier. In such event, PREPA may deduct from Seller pending invoices or Seller shall reimburse PREPA, for any difference which PREPA may have paid in excess of contracted price. It shall be understood that PREPA is not waiving any rights available to it under the law, including rights to any claims or actions for damages caused by noncompliance by Seller with the terms of this Contract.



G. Seller will be responsible for any and all damages to the dock or to any other property caused by the vessel during delivery.

All fuel oil deliveries and transfers should be in compliance with Homeland Security Regulations including 33 CFR 104 & 105 but not limited to. Also, all fuel oil operations should be in compliance with 33 CFR 154, 155 & 156.

All fuel deliveries and transfers should be in compliance with Homeland Security Regulations including 33 CFR 104 & 105 but not limited to. Also, all fuel oil operations should be in compliance with 33 CFR 154, 155 & 156.

H. Should PREPA need fuel of the same type and quality of the fuel herein contracted for, at any of its other plants, PREPA at its option may request deliveries and Seller shall deliver to such other plant up to a maximum of Seller's contractual commitment or inventory capabilities, if any. The fuel oil to be delivered under this condition by Seller shall be at the same delivered price or lower and under the same payment conditions as for this steam plant, adjusted to reflect any increased or decreased transportation costs resulting from delivery to such other plant.

 ARTICLE V. Type of Fuel to be Supplied

A. PREPA requires a fuel appropriate for burning without requiring extraordinary maintenance at the plant's boilers and their associated equipment or extraordinary problems in the plant operations and which will yield the lowest cost per kW hour produced. All product shall be analyzed and evaluated in terms of its ultimate cost and consistency with PREPA's applicable environmental regulations.



B. PREPA, in determining the award of the fuel to be contracted, considers environmental regulations that may be in effect at such time.

In the event that during the term of the contract, Federal or Commonwealth of Puerto Rico laws or regulations are modified requiring the burning of a fuel of different specifications than the fuel contracted for, or in the event that PREPA obtains permission to burn a fuel with different specifications than the fuel contracted for, and if these changes require an adjustment in the price of the fuel contracted for, then the parties shall meet within five (5) days from the enactment of any such law or regulations to discuss the matter for the purpose of establishing new price terms satisfactory to both parties. If an agreement cannot be reached prior to the enforcement date of the regulations, because the Seller is not competitive, or for any reason cannot provide the fuel according to the new specifications; then PREPA shall have the right to terminate the Contract.

C. In the event that, during the term of this Contract, PREPA requests a fuel of different specifications than the fuel contracted for, Seller and PREPA shall meet to establish new price terms for said different specifications fuel oil satisfactory to both parties. If the parties are unable to agree on new price terms, or the Seller for any reason cannot provide the fuel according to the new specifications, PREPA may exercise the option to continue to purchase fuel oil contracted or to terminate the Contract.

ARTICLE VI. Specifications

A. Fuel shall be in accordance with the latest corresponding specifications, specified in Exhibit A. PREPA requires a fuel with homogeneous hydrocarbons, free of

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inorganic acids and microorganisms and free of water, solid, or fibrous foreign matter, which will yield the lowest cost per kW hour produced. Seller shall provide PREPA's representative before or at the moment of delivery, a quality certificate of the fuel intended for delivery as per specified method of all the parameters detailed in Exhibit A. The certificate shall also include a statement certifying the homogeneity of the shipment. PREPA will use this certificate only for the reference and not for fuel acceptance purposes. Any product offered will be analyzed and evaluated in terms of the ultimate cost.

- B. It is Seller's responsibility to provide PREPA, before or at the moment of delivery, with a quality certificate that ensure among others, that the fuel intended for delivery complies with the contracted specifications and that the same is homogeneous. A fuel shipment shall be considered to be homogeneous where the maximum difference between any two (2) samples for different strata or compartments is not greater than 0.3 degrees for tested API and 0.04 weight per cent in tested sulphur.
- C. Gravity and sulphur analysis of upper, middle, and lower samples shall be the appropriate means of establishing tank or vessel homogeneity. It is Seller's responsibility to provide PREPA with a quality certificate that ensures among others that the fuel intended for delivery complies with the contracted specifications and that the same is homogeneous.

A tank or vessel shall be considered to be homogeneous where the maximum difference in tested gravities between any two (2) samples from different strata is not greater than 0.3 degrees API and the maximum difference in tested sulphur content

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between any two (2) samples from different strata is not greater than 0.04 weight per cent, further provided that all tested samples shall be within the contracted specifications.

In the event that fuel oil is received via tanker into PREPA's facilities, samples for homogeneity shall be taken from at least three (3) tanks representing not less than seventy per cent (70%) of the volume of cargo. Individual compartments samples shall be compared to vessel's composite to evaluate homogeneity of cargo. For fuel received via barge into PREPA's facilities which was loaded from a certified tank, a full certification of the barge sample is required.

- D. To assure fuel compliance with specifications, before receiving each delivery, PREPA will perform or contract to perform laboratory analyses as per specified methods of the fuel actually being supplied. A laboratory certificate including all the parameters contained in Exhibit A and signed by an authorized chemist in Puerto Rico will be produced. Acceptance criteria will be based on these laboratory results. Should any discrepancy arise, at Seller's request, additional analyses shall be performed by an independent laboratory.

Additional costs due to the controversy will be absorbed by the nonprevailing party.

- E. PREPA reserves the right to request special analysis from the independent inspector retained sample to determine whether the fuel delivered is in compliance with the specifications.

If it is determined that the fuel is not in compliance with the specifications, Seller will take such immediate measures as necessary correct the deviation and to prevent

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further difficulties. PREPA's acceptance of, or agreement to, remedial or preventive measures shall not be interpreted or considered as a waiver of any rights available to it under the law, including, but not limited to, rights of actions or claims for damages caused by Seller's noncompliance with the fuel specifications or with any other provision of this Contract.

F. If during any delivery Seller fails to meet the specifications as awarded, PREPA reserves the right to reject the shipment, evaluate the deviation and deduct a monetary equivalent from the amounts due to Seller, establish a claim for nonperformance, or terminate the contractual relationship with Seller's nonperformance.

G. Seller will be held responsible for any fines, penalties, damages, expenses, costs or claims, actions, and causes of actions, which may arise due to the fact that any of the fuel provided by Seller has deviations or variations from the contracted specification for the same. Therefore, if such circumstance takes place, Seller will hold and save harmless and will defend PREPA, its officers, agents, and employees, from any claims, actions, causes of actions, damages, costs, fines, penalties, and expenses due to the above.

ARTICLE VII. Laytime and Demurrage

A. PREPA assumes no responsibility or liability for demurrage incurred by the vessel(s) delivering fuel pursuant to this Contract, unless such demurrage is attributable to the fault or negligence of PREPA. Laytime shall commence six (6) hours: a) after Seller

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notifies PREPA that the vessel is ready to discharge cargo; b) upon arrival at berth and cleared by Customs, whichever occurs last.

- B. Notice shall be given to PREPA seventy-two (72), forty-eight (48) and twenty-four (24) hours before the vessel's arrival by the vessel's master or its agent. In the event, the vessel is delayed in getting into berth after giving notice, for any reason over which PREPA has no control or due to docking restrictions, if any, such delay shall not count as used laytime.

If Seller's proposal includes the use of CORCO's facilities, it is understood and agreed that it is the practice of CORCO/Proterm to load and unload vessels at the docks in order of their arrival to CORCO/Proterm buoy, subject to the availability of the docks. PREPA shall not be responsible for demurrages attributable to dock unavailability unless said unavailability is caused by PREPA's intervention to change CORCO's practice.

Notices to be given under this agreement shall be deemed properly served on each other when delivered in writing personally by certified mail, or by fax machine.

-  C. Laytime shall commence within the meaning of this Article, whether the vessel arrives during or outside normal business hours. Laytime shall not be increased, nor PREPA held accountable for, any delay in berthing the vessel attributable to the failure of the Seller to give the notices set forth in this Article.
- D. Allowed laytime shall be forty-two (42) hours for each and every delivery of No. 6 residual fuel oil under this agreement. PREPA and Seller agree, however, that the allowed laytime of forty-two (42) hours depends upon:



1. Seller's vessel being capable of pumping its entire cargo within thirty (30) hours.
 2. Seller's personnel or agents promptly performing the connection and disconnection of discharging hoses.
 3. An unloading temperature and pressure as specified in Article IV of these Conditions and Specifications.
 4. Seller's maximum cargo volume of 350,000 barrels.
- E. Allowed laytime shall be increased by the time a vessel is prevented or delayed from arriving, or departing, or discharging cargo due to:
1. tide conditions, heavy seas, wind or bad weather of any nature.
 2. vessel's condition, vessel's facilities, or vessel's failure to comply with U.S. Coast Guard or other governmental agency regulations, which do not permit connection, discharging cargo or disconnecting in the allowed laytime.
 3. the failure of the No. 6 residual fuel oil to meet the quantity or specifications by any of the determinations set forth in this agreement, or if the No. 6 residual fuel oil is otherwise unfit for PREPA's intended use.
 4. regulations of port authorities, vessel's owners or vessel's master, which prohibit discharging of the cargo at night.
 5. seller's cargo volume exceeds the established maximum cargo volume.
- F. If the vessel is delayed at any discharging berth for ships purposes or reasons beyond the control of PREPA, laytime shall cease when discharging is completed even though hoses are not disconnected. If regulations of port authorities or vessel's owner prohibit discharging of the cargo at night, time so lost shall increase the

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allowed laytime. If PREPA prohibits discharging at night, time lost shall count as laytime. In all other cases laytime shall continue to run until cargo hoses or loading arms, as the case may be, have been disconnected.

G. PREPA shall pay demurrage per running hours, and pro rata for a part thereof, for all time that exceeds the allowed laytime at the rate stated in the Voyage Charter Agreement for the vessel.

H. If discharging has ceased because it is completed or if the discharging rate has decreased to a rate, which will not permit discharge of the entire cargo within forty-two (42) hours or due to any other problem with the vessel, PREPA may order to move off the vessel from the dock at no cost to PREPA. If practical, the vessel shall be allowed to return later and complete discharging. In the event that the discharging rate has decreased to a rate, which will not permit discharge of the entire cargo within forty-two (42) hours, PREPA may delay ordering to move the vessel from the dock and allow pumping to continue. Provided however, Seller pays the per hour dock fee rate and any other associated cost.

I. Seller shall furnish all appropriate documentation and available evidence in support of any demurrage claim, which may be brought against PREPA.

ARTICLE VIII. General Liabilities

A. Seller agrees to make, use, provide, and take all proper, necessary precautions, safeguards, and protection against the occurrence or happening of injuries, death, and/or damages to any person or property during the delivery process. It also agrees to be responsible for, and indemnify, and save PREPA harmless from public

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liability, costs, and expenses resulting therefrom, or damages that may happen or occur solely through the fault, or negligent acts, or omissions of Seller, its employees, agents, and subcontractor, during the performance of the supply, or while carrying out any act or action directly or indirectly related, or in connection with the performance of this Contract, and from loss, liability, and fines incurred for, or by reason of violation by Seller of any federal, state or municipal ordinance or regulation of law, while said delivery is in progress.

B. Seller will be held responsible for any fines, penalties, damages, expenses, costs or claims, actions, and causes of actions, which may arise due to the fact that any of the fuel provided by Seller has deviations or variations from the contracted and guaranteed specifications for the same. Therefore, should such circumstances take place, Seller will hold and save harmless and will defend PREPA, its officers, agents, and employees from any claims, actions, causes of actions, damages, costs, fines, penalties, and expenses due or attributable to variations or deviations from fuel specifications as contracted and guaranteed by Seller.

 C. The appearing parties agree that their responsibilities for damages under this Contract will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.

ARTICLE IX. Price

The contracted price includes all taxes, fees or established import tariffs for the fuel being supplied.

The price for the fuel oil to be supplied under this Contract is as follows:



- A. For each barrel of delivered fuel, the price to be paid will consist of an escalator plus a price differential with a sixty (60) day credit term. The fixed price differential to be subtracted from the escalator to obtain the final fuel price is as follows:

Costa Sur	\$0.1890 /barrel
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- B. The escalator that is mentioned in Paragraph A shall be increased or decreased according to the publication or Platt's Oilgram Price Report, "Estimated New York Spot - (Cargo)" corresponding to the effective date of the posting at the time the fuel delivery commences, the day before, and the day after the fuel delivery, each one of these evaluated utilizing the following formula:

Fifty per cent (50%) of zero point seven per cent (0.7%) sulphur fuel from the mean of the "New York Waterborne" of No. 6 fuel oil, as published by the Argus U.S. Products;

Plus fifty per cent (50%) of zero point seven per cent (0.7%) sulphur fuel from the mean of the Estimated New York Spot - (Cargo) of No. 6 Fuel Oil, published by the Platt's Oilgram Price Report, rounded to four (4) decimal places.

ⓐ The price for a fuel delivery shall be based on:

1. The day the vessel commences the discharge, if the fuel is delivered via barge or vessel; or
2. The day when the delivery commences, if the fuel is delivered by pipeline.

In any of the two cases, should delivery take place on Saturday, Sunday or on a Holiday, the effective prices appearing in the last editions of Platt's Oilgram Price

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Report and Argus U.S. Products, published before that date will be utilized to readjust the prices.

A sample calculation of the escalation factor appears as Exhibit C of these documents.

C. The date published prices are made effective will govern, holding the price firm until next publication date.

Should the format used by the publishers for the postings be changed, both parties will meet within five (5) days of the occurrence to determine how to interpret the same.

D. Seller assumes the responsibility of the transportation of the product and all other related responsibilities up to PREPA's flange connecting Seller's vessel with the PREPA's pipeline at the dock.

E. Should PREPA require volumes of the same type and quality of the fuel herein contracted in excess of the requirements of the Costa Sur Steam Plant, PREPA may, at its option, require it from Seller. If Seller has such fuel available, then Seller will supply it under the same terms and conditions agreed hereupon.

ARTICLE X. Price Protection

The parties will have the right to price protection of the fuel being delivered except as provided for in the Force Majeure Article. Price protection is to be applied to those deliveries not made within the agreed delivery window as mentioned in Article IV.

Price protection is hereby defined for Seller as the highest price between the price for the last day of the delivery window or actual delivery date as calculated in Article IX.

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Conversely, price protection for PREPA will be the lowest price between the price for the last day of the delivery window or actual delivery date as calculated in Article IX.

ARTICLE XI. Tax Withholding at Source

PREPA will deduct and withhold at source to Seller the equivalent of seven per cent (7%) from payments for services rendered under this Contract, in compliance with the 1994 Puerto Rico Internal Revenue Code, Section 1143, as amended. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to: twenty per cent (20%) in the event that Seller is a non resident individual, which is a U.S. citizen, as provided by the 1994 Puerto Rico Internal Revenue Code, Section 1147; or twenty-nine per cent (29%) in the event that Seller is a non U.S. citizen individual, or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by the 1994 Puerto Rico Internal Revenue Code, sections 1147 and 1150.

 If a Release Letter has been issued to Seller by the Treasury Department, Seller shall be responsible for submit a copy of said Release Letter to PREPA for every calendar year, otherwise, payments under the Contract shall remain subject to withholding at source. All invoices shall be segregated by concepts (services, materials, equipment, etc.) to identify the amounts subject to withholding and avoid undue deductions.

Should the preceding dispositions be inapplicable to the present Contract, Seller shall be obligated to submit to PREPA prior to the execution of this Contract any official documentation issued by the Treasury Department of Puerto Rico in order to support



this determination. Unless this documentation is duly submitted to PREPA, payments under the Contract shall remain subject to withholding at source.

ARTICLE XII. Guaranteed Caloric Value

A. Seller guarantees that the minimum calorific values of the fuel supplied hereunder shall be as specified herein, or as quoted by Seller, whichever is the higher. However, PREPA will not pay any premium for calorific values in excess of the minimum established in Exhibit A.

B. During any delivery by Seller, in which the fuel fails to meet such guarantee, the deficiency shall be determined in barrels, calculated on the basis of the example attached as Exhibit B. The deficiency thus calculated shall serve as a credit deficiency occurred, for an equivalent number of barrels, before computing the fuel billings for such invoice.

ARTICLE XIII. Measurements and Payment

A. The quantity of fuel oil delivered to PREPA shall be computed by measurements in PREPA's shore tanks; and such measurements, unless otherwise mutually agreed, are to be conducted by an independent inspector selected from a list of independent inspectors qualified by PREPA. Selection from this list shall be made giving every candidate the same opportunity to be selected for the task. Inspection cost shall be borne equally between PREPA and Seller. All measurements shall be corrected to 60 degrees Fahrenheit using ASTM Petroleum measurements Table 6-B. Quantities certified on the independent inspector's report, will be binding for both parties.

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- B. Seller shall invoice PREPA regularly and promptly after fuel is delivered. Copies of the inspector's certificates of quantity shall be included with invoices. Such invoices shall be paid by PREPA in U.S. currency immediately available funds, sixty (60) days after completion of delivery.
- C. All invoices submitted by Seller shall include the following certification in order to proceed with its payment. This is an essential requirement and those invoices without this Certification, will not be processed for payment.

Non Interest Certification:

Under penalty of absolute nullity, I hereby certify that no employee, official or director of PREPA is a party or has any interest in the profits or benefits to be obtained under this contract, or if any employee, official or director of PREPA has any interest in the profits or benefits under this contract or a waiver has been previously obtained. I, also certify that the only consideration to (furnish the goods) or (provide the services) under this contract is the payment agreed with PREPA's authorized representative.

The total amount of this invoice is fair and correct. The (works) were completed, (the products) were delivered or (the services) were provided and no payment has been received for said concept.

Seller's Signature

- ⓐ D. Mail all billings and request for payment to:

Puerto Rico Electric Power Authority
Attention: Fuels Office Manager
PO Box 364267
San Juan, Puerto Rico 00936-4267

ARTICLE XIV. Sales to Others

If Seller sells or offers for sale to others in Puerto Rico burnable fuel of a quality comparable to that of fuel to be supplied hereunder for delivery in Puerto Rico or

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elsewhere, at F.O.B. supplier terminal prices per BTU lower than those payable for fuel hereunder, Seller shall so notify PREPA immediately and extend to PREPA such lower price as from the date of such sale or offer for sale. The lower price shall apply to a quantity of fuel sold by Seller to PREPA hereunder equivalent to the number of barrels of fuel sold or offered by Seller at such lower price, but in no case shall this lower price be applicable to a quantity less than the average quantity received during a two (2) weeks period.

ARTICLE XV. Force Majeure

The parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise, if and only to the extent that they shall be unable to perform or are prevented from performing by a Force Majeure event. For purposes of this Contract, Force Majeure means any cause without the fault or negligence, and beyond the reasonable control of the party claiming the occurrence of a Force Majeure event. Force Majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority, provided that these events, or any other claimed as a Force Majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the party claiming the Force Majeure, and that such party, within ten (10) days after the occurrence of the alleged Force Majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to

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whether a Force Majeure has occurred shall be on the party claiming the Force Majeure.

ARTICLE XVI. Termination on Insolvency

If Seller enters into bankruptcy proceedings, or if Seller becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against Seller, or if a receiver is appointed for Seller, PREPA shall have the right to terminate the Contract upon written notice to Seller, without prejudice to any claim or any other right of PREPA under the Contract at the time of such termination. Notice of termination under this provision shall not create any liability to PREPA, except that PREPA shall still be responsible for the payment of amounts due and owing to Seller not subject to claims by PREPA.

ARTICLE XVII. Performance Bond

Upon execution of a Contract, Seller will furnish a performance bond payable to the order of PREPA issued by a qualified surety company, authorized to do business in Puerto Rico and acceptable to PREPA, in the amount of twelve million nine hundred thirty thousand dollars (\$12,930,000), equivalent to five per cent (5%) of the estimated yearly contract value.

PREPA will accept a letter of credit for the same amount in lieu of a performance bond, provided that the letter of credit shall incorporate the following conditions to be acceptable to PREPA:

1. to be issued or notified and confirmed by a local bank in Puerto Rico,
2. to be unconditional and irrevocable,

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3. payments to be made by issuing bank on a business day by wire transfer, immediately after PREPA's instructions,
4. to be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, applicable to contracts being made and performed solely within Puerto Rico, without giving effect to any conflicts or choice of law principles which otherwise might be applicable, except to the extent such laws are inconsistent with the uniform customs and practices for documentary credits,
5. final draft of the letter of credit shall be subject to approval by PREPA's Treasurer.

ARTICLE XVIII. Most Favored Client

Seller recognizes that PREPA provides an essential service for the Commonwealth of Puerto Rico. Should any force majeure event cause Seller to suspend or reduce deliveries, Seller shall give PREPA first priority for supply.

ARTICLE XIX. Certifications

Seller certifies and warrants that, at the time of the execution of this Contract, he has filed his Income Tax Return for the last five (5) years and does not owe any taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. It shall be Seller responsibility, also, to require all his subcontractors to comply with such certification and notify PREPA of such compliance.

It is expressly agreed that this condition is an essential requirement of this Contract and if the above certification is not correct, in whole or in part, this will be sufficient cause to cancel this Contract. If such cancellation takes places, the Seller shall be obligated to reimburse to PREPA all the payments received under this Contract.

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Prior to the execution of this Contract by the parties, Seller shall submit an Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Seller has filed his Income Tax Return for the last five (5) years. To require such Certification, Seller will use the Request for the Copy and/or Certification of Income Tax Returns Form issued by the Treasury Department of Puerto Rico. Seller shall submit a Certification of Debt, issued by Area of Internal Revenues.

Also, prior to the execution of the Contract, Seller shall submit the Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that the Seller does not owe any tax to such governmental agency. To require such Certification, Seller will use the form issued by de MRCC.

If either of the above required Certifications shows a debt, and Seller has filed a petition to review or adjust such debt, it shall so certify at the time of the execution of the contract. If the review or adjustment is denied by a final and non appealable judgement, Seller shall immediately provide PREPA with evidence of the payment of such debt; otherwise, Seller agrees to cancel such debt from the amounts to be paid under the contract, by PREPA withholding the corresponding amount.

Seller certifies and warrants that, at the time of the execution of this Contract, he has paid to the Human Resources and labor Department his employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms. It shall be Seller's responsibility,

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also, to require all his subcontractors to comply with such certification and notify PREPA of such compliance.

It is expressly agreed that this condition is an essential requirement of this Contract and if the above Certification is not correct, in whole or in part, this will be sufficient cause to cancel this Contract. If such cancellation takes place, Seller shall be obligated to reimburse to PREPA all the payments received under this Contract.

Prior to the execution of this Contract by the parties, Seller shall submit a Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Seller has paid to the Department of Labor and Human Resources of Puerto Rico his employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms. To require such Certification, Seller will use the form issued by the Department Labor and Human Resources of Puerto Rico.

Ⓐ If the above required Certification shows a debt, and Seller has filed a petition to review or adjust such debt, it shall so certify at the time of the execution of the Contract. If the review or adjustment is denied by a final and non appealable judgement, Seller shall immediately provide PREPA with evidence of the payment of such debt; otherwise, Seller agrees to cancel such debt from the amounts to be paid under the Contract, by PREPA withholding the corresponding amount.

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ARTICLE XX. Contract Assignment

- A. This Contract, as well as any of the rights, duties, liabilities, and obligations under it, cannot be assigned, transferred, subcontracted, hypothecated, or otherwise disposed of by Seller without the previous written consent of PREPA.
- B. PREPA does not favor request for assignment, transfers, hypothecation, or other type of disposal of the Contract, and/or duties and obligations under it, and will be reluctant to approve any request to that effect, unless, in the judgement of PREPA, the particular circumstances of the request warrant its approval and the assignment, transfer, hypothecation, or disposal does not operate against PREPA's best interests.

ARTICLE XXI. Novation Clause

No modification, change, renewal, extension, discharge, or waiver of this Contract, or any of the provisions herein contained, shall be valid and binding except by a written, mutual agreement of the parties signed by a duly authorized officer of each party.

PREPA and Seller expressly agree that no amendment or change order which could be made to the Contract, during its term, shall be understood as a contractual novation, unless both parties agree to the contrary, specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives Seller a time extension for the compliance of any of its obligations under the Contract or where PREPA dispenses the claim or demand of any of its credits or rights under the Contract.

Under no circumstances, except in such one where PREPA agrees to the contrary specifically and in writing, PREPA's rights under the Contract shall be understood as

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waived by any amendment, change order, time extension to the Contract, or by reason of dispense given by PREPA as to a claim or demand of any of its credits or contractual rights, even if PREPA has agreed, as provided under the previous paragraph, that any of these circumstances constitute a contractual novation, and PREPA by these means expressly reserves its right to claim and demand its credits and rights, and the compliance of any and all the contractual obligations of Seller, as if such amendment, change order, time extension dispense, or novation, if any, had not been effectuated.

ARTICLE XXII. Notices

A. Any notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed to the following addresses:

To PREPA: Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

Attention: Fuels Office Manager

To Seller: Vitol SA, Inc.
1100 Louisiana Suite 5500
Houston, Texas 77002-5255

Attention: Mr. Antonio Maarraoui
Director of Latin American Trading

B. Either Seller or PREPA, upon any change of its address as set forth above, shall notify the other party in writing and from and after giving of such notice, the address therein specified shall be deemed the address of such party for the giving of notices.

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ARTICLE XXIII. Choice of Law and Venue

This Contract and any other document that form part of the Invitation to Bid shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the contracting parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing parties may have among them regarding the terms and conditions of this Contract.

ARTICLE XXIV. Conflict of Interest

Seller certifies that it does not receive payment or benefit of any nature for services rendered regularly through an appointment to a governmental agency, body, public corporation or municipality of Puerto Rico. Seller also certifies that it may have consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for Seller.

In contracts with partnerships or firms, in the event that any of the partners, directors or employees of Seller should incur in the conduct described herein, said conduct shall constitute a violation to the prohibitions provided herein.

Seller shall avoid even the appearance of the existence of conflicting interests.

Seller acknowledges that the Executive Director of PREPA shall have the power to intervene the acts of Seller and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that should discover the existence of adverse interests with Seller, the Executive Director shall inform Seller, in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period.



During said period, Seller may request a meeting with the Executive Director to present its arguments regarding the alleged conflict of interests, which meeting shall be granted by PREPA in every case of alleged conflict of interests. In the event that Seller does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily settled during the meeting, this Contract shall be canceled.

ARTICLE XXV. Contingent Fees

- A. Seller warrants that it has not employed any person to solicit or secure the Contract upon any agreement for a commission, per centage, brokerage, or contingent fee. Breach of this warranty will give PREPA the right to immediately terminate the Contract and/or to deduct from payments the amount of such commission, per centage, brokerage, or contingent fee, or to claim said amount by whatever means available under the law.
- B. No officer, employee, or agent of PREPA or of the Commonwealth of Puerto Rico, or of any Municipal Government shall be admitted to any share or part of the ensuing Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the ensuing Contract if made with a well known oil corporation for its general benefit, although said corporation employs a relative, by reasons of consanguinity or affinity, to a PREPA employee.
- C. Seller represents and warrants that it is authorized to enter into, and to perform its obligations under this Contract and that it is not prohibited from doing business in Puerto Rico or barred from contracting with agencies or instrumentalities of the Commonwealth of Puerto Rico.



ARTICLE XXVI. Code of Ethic

The Seller agrees to comply with the provisions of Act of June 18, 2002, No. 84, which establishes a Code of Ethics for the Contractors, Suppliers and Economic Incentive Applicants of the Executive Agencies of the Commonwealth of Puerto Rico.

ARTICLE XXVII. Entire Agreement

This Contract constitutes the entire agreement of the parties as to the subject matter, however, should there be any difficulty or differences in understanding, interpreting, or applying its terms, the parties shall look for guidance and directives within the terms and conditions of the corresponding invitation to bid, specifications and proposal of Seller, and letter of award, dated December 14, 2004. If a court of competent jurisdiction declares any of the Contract's provisions as null or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of the Contract and the parties agree to comply their respective obligations under such provisions not included by the judicial declaration.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of January 5, 2005, at San Juan, Puerto Rico.

VITOL SA, INC.

PUERTO RICO ELECTRIC
POWER AUTHORITY



Antonio Maarroui
Director of Latin American Trading



Héctor Rubén Rosario Hernández
Executive Director



FUEL OIL SPECIFICATIONS NO. 6

EXHIBITA

PARAMETER	ASTM METHOD	MINIMUM	MAXIMUM
Sampling	D-4057	3 levels composite	(UML)
Gravity, API Degree at 60° F	D-287	10.5	18
Viscosity, SFS at 122° F.	D-445 D-88	100	350
Water and Sediment, % vol.	D-1796 D-473		1
Flash Point, Degree F., PMCT	D-93	150	
Sulphur, % weight ¹	D-4294		0.70
Ash, % weight	D-482		0.1
Asphaltenes, % weight	D-3279		8.0
Pour Point, Degree F	D-97		75
Sodium plus Potassium, PPM ²	D-1318		35
Vanadium, PPM	D-1548 D-5708 D-5863-A		150
Calcium, PPM	D-5863-B		20
Heating Value, BTU/gal. (Gross) at 60° F	D-240	150,000	

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¹Reproducibility and repeatability must be taken into consideration in order to comply with the maximum sulphur per cent weight specification. Additional Top, Middle, and bottom analysis shall be performed to insure cargo is homogeneous.

²Method D-1318 for sodium analysis, however, sodium as well as potassium can be analyzed by other acceptable atomic absorption or spectrometric analysis.

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SAMPLE CALCULATION
BTU DEFICIENCY ADJUSTMENT

Example of calculation to determine credit due to PREPA if Seller supplies fuel of lower than the guaranteed Btus per gallon value.

The guaranteed value is 150,000 Btus per gallon of fuel measured at 60 degrees F.

Assume Seller delivers 5,000 barrels of fuel measured at 60 degrees F.

Assume the inspector's certificate of the fuel delivered indicates an API degree of 15.8 measured at 60 degrees F which is equivalent to 8.0 lbs. Per gallon and assume a heating value of 17,500 Btus per pound, or a fuel that measures 140,000 Btus per gallon measured at 60 degrees F, (8.00 lbs./gallon) (17,500 Btus/lbs.) = 140,000 Btus/gallon.

Therefore:

For each U.S: gallon the guaranteed value is of 150,000 Btus/gallon.

Actual Btus delivered were 140,000 Btus/gallon. Total barrels delivered were 5,000 barrels. To calculate the equivalent barrels deficiency divide the difference of Btus/gallon received by the guaranteed minimum and multiply this fraction by the delivered volume.

Example:

(5,000 barrels) x $\left(\frac{150,000 - 140,000}{150,000}\right) = 333.33 \text{ bbl. (deficiency)}$

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SAMPLE CALCULATION
ESCALATION FACTOR

	Platt's Oilgram Price Report	Argus U.S. Products
	0.7%	0.7%
September 7, 2004	28.75 – 29.00	29.00 – 29.25
September 8, 2004	28.50 – 28.75	28.60 – 28.85
September 9, 2004	29.00 – 29.25	28.75 – 29.25

FIRST STEP: AVERAGE

$$\text{Platt's 0.7\% S Average } \frac{(28.75+29.00+28.50+28.75+29.00+29.25)}{6} = 28.8750$$

$$\text{Argus 0.7\% S Average } \frac{(29.00+29.25+28.60+28.85+28.75+29.25)}{6} = 28.9500$$

SECOND STEP: FINAL CALCULATION

Escalation Factor for a delivery commencing on September 8, 2004

$$\begin{aligned}
 &= 0.5 (0.7\% \text{ S Platt's}) + 0.5 (0.7\% \text{ S Argus}) \\
 &= 0.5 (28.8750) + 0.5 (28.9500) \\
 &= 14.4375 + 14.4750 \\
 &= 28.9125
 \end{aligned}$$

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TERMINALLING SERVICES AGREEMENT

AS FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA" a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, employer's Social Security 66-0433747, represented in this act by its Executive Director, Héctor Rubén Rosario Hernández, of legal age, married, certified public accountant and resident of San Juan, Puerto Rico.

AS SECOND PARTY: Vitol SA, Inc., hereinafter referred to as "the Seller", a corporation organized and existing under the laws of Switzerland, authorized to do business in Puerto Rico, Social Security Number 13-278-4149, represented in this act by its Director of Latin American Trading, Antonio Maarraoui, of legal age, married, and resident of Houston, Texas, by virtue of document that certifies representative powers dated as of December 21, 2004.

Whereas, in consideration of the mutual desire of the parties to enter into an Agreement whereby PREPA will provide Seller the use of its terminalling services agreement with CORCO for the duration of the fuel oil contract between the parties.

The use of these facilities will be as follows:

ARTICLE I - FACILITIES DESIGNATED FOR SERVICE

- A. The tanks designated by CORCO for service to PREPA and the ancillary equipment that comprise the petroleum products storage system are suitable for the safe storage and handling of products. CORCO shall assume all costs





arising from, or related to, the ownership or operation of all tanks, pipelines/piping and ancillary equipment that are part of the facilities.

The designated tanks and shell capacity of the same are as follows:

Costa Sur:	Tank 951	150,000 barrels
	Tank 978	268,000 barrels
	Tank 1007	350,000 barrels

- B. CORCO may designate alternate above-ground storage facilities of comparable size in the event CORCO requires the utilization of the tanks that have been designated for service to PREPA. CORCO may temporarily retire one or more tanks designated for service to PREPA if such tank or tanks require repairs or normal maintenance. In such an event, CORCO will notify PREPA and PREPA will notify Seller at least two weeks in advance of the tank or tanks retirement, except that in case of emergency, and/or a Force Majeure event, the two (2) weeks advance notice will be waived. In either case, CORCO will return the tank or tanks for immediate use as soon as the normal maintenance or repairs has been successfully accomplished.

 ARTICLE II - FEES AND EXPENSES

- A. Storage Fee: Seller agrees to pay PREPA a storage fee of 0.172303 US Dollars per shell barrel per month (\$/Bbl/month), based on the shell capacity of the tanks.



- B. Unloading fee: Seller agrees to pay PREPA an unloading fee of 0.037332 US Dollars per barrel (\$/Bbl) for receiving the product from Seller's designated tanker/vessel/barge.
- C. Loading fee: Seller agrees to pay PREPA a loading fee of 0.037332 US Dollars per barrel (\$/Bbl) for loading Seller's product or products to a tanker/vessel/barge.
- D. Blending fee: Seller agrees to pay PREPA a blending fee of 0.001493 US Dollars per shell capacity in barrels per hour (\$/shell Bbl/hour) when CORCO provides tank blending services at its facilities at Seller's request.
- E. Tank to tank transfer fee: Seller agrees to pay PREPA a tank to tank transfer fee of 0.017230 US Dollars per barrel (\$/Bbl) for product or products transferred from Seller's designated tank or tanks to other tank or tanks located inside or outside CORCO's facilities.
- F. Wharfage and dock maintenance fees: Seller agrees to pay PREPA wharfage and dock maintenance fees of 0.014359 US Dollars per barrel, for every barrel of product loaded or discharged at the CORCO docks.
- G. Dockage fee: Seller agrees to pay PREPA a dockage fee of 0.075009 US Dollars per gross register ton per twenty-four (24) hours (\$/ton/24 hour) or fraction thereof, when Seller's designated tankers/vessels/barges are docked at CORCO's facilities.

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All the above fees shall increase automatically by two percent (2%) every year on the anniversary of the Fuel Purchase Contract and shall remain firm for a period of one (1) year.

ARTICLE III - PAYMENT TERMS

PREPA agrees to invoice the storage fee to Seller in advance on or before the first (1st) business day of each calendar month and to invoice the handling fees (all the fees other than the storage fee) on or before the tenth (10th) calendar day of the month.

Seller agrees to pay the storage and handling fees outlined in this Agreement by the fifth (5th) working day after receipt of invoice. All payments will be made by telegraphic transfer in immediately available US dollars to the following account:

PUERTO RICO ELECTRIC POWER AUTHORITY
CITIBANK, NY ABA No. (routing) 021-000089
CITIBANK, PR ACCOUNT NUMBER 0-400015-015

For payments not received after the due date of the invoice, PREPA may deduct from any pending fuel invoice of Seller an equivalent amount of money.

ARTICLE IV - SERVICES

- A. In consideration of the above fees, CORCO shall provide the following services:
1. Receipt of Seller's nominated tankers/vessels/barges at CORCO's Guayanilla dock and the delivery of product or products to PREPA's designated tank or tanks and/or other vessels.

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2. Transfer of product or products via pipeline, tanker/vessel/barge, or to PREPA day tank or final tank facilities located in PREPA's South Coast Plant.
3. Monthly inventory and throughput figures handled in the system per calendar month.
4. Seller will provide the services of an independent inspector, for product quality and quantity determination at the facilities, whose findings shall be binding on both parties and the cost shall be borne by Seller.
5. Subject to the terms of this Agreement, CORCO shall use commercially reasonable efforts to maintain the Tanks and all handling and delivery facilities in a satisfactory condition and working order so as to be able to promptly load, discharge and/or transfer the products. Each tank shall be capable to be filled to at least ninety percent (90%) of its shell capacity. In those cases where a tank cannot be filled to ninety percent (90%) of its shell capacity, then the shell capacity of said tank shall be reduced by the equivalent volume deficiency for payment purposes of the storage fee.
6. Seller, CORCO and PREPA shall each by itself be responsible for all reporting to, and compliance with, all the various governmental agencies that the law and/or other applicable regulation may require from either Seller, CORCO or PREPA. Reporting to the proper authorities of entries and withdrawals involving the Foreign Trade Zone, along with reporting any oil spill within the facilities, shall be CORCO's sole responsibility.

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7. Additional facility requirements: If any additional services or equipment not then available at the facility are required in order to continue providing services to PREPA or expand Seller's business operations at the facility (including, without limitation, services or equipment required by governmental agencies) under this Agreement, CORCO will notify Seller and PREPA of whether CORCO will provide such additional services or equipment within thirty (30) days after the earlier of (i) the request from Seller to provide such services or equipment or (ii) the receipt by CORCO of notice that additional services or equipment are required by a governmental agency. Failure to notify within the thirty (30) days period will constitute CORCO's election not to provide such additional service or equipment. In the event CORCO determines not to provide such services or equipment, Seller will have the right to install or construct additional equipment (at Seller's sole cost) and obtain or provide such additional services (at Seller's sole cost) at the terminal for Seller's use, provided that such services or equipment do not unreasonably interfere with CORCO's operations with respect to CORCO's other customers. In the event Seller installs or constructs any additional equipment, Seller will have an exclusive property right over the additional equipment, and CORCO will have a non-exclusive right, for a mutually agreed upon fee, to use such equipment for itself and its customers, but only to the extent that such use does not interfere with Seller's use of such equipment for

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its own operations. In the event that neither CORCO nor Seller provides such services or equipment, and CORCO's ability to provide the affected services to Seller under this Agreement would therefore be materially impaired, performance by CORCO of the affected services shall be suspended immediately, without any liability to Seller, CORCO or to PREPA.

ARTICLE V - DOCK REGULATIONS AND RESTRICTIONS

Deliveries thru the CORCO dock, at present, are limited as follows:

DWT 82,000 tons
LOA 840 feet
BCM 425 feet
DRAFT 42 feet sw

ARTICLE VI - MARINE PROVISIONS

A ship berth at CORCO shall be provided to Seller's vessel. However, all port charges, including but not limited to, pilot fees, line handlers, cargo hose connections, taxes, duties, or other expenses related to the vessel shall be for the account of the vessel or Seller through their designated agencies. In order for CORCO to provide services under this Agreement, all vessels (ships and barges) handling products under this Agreement shall always be in compliance with all U.S. Coast Guard Regulations. CORCO, at its cost, shall supply a U.S. Coast Guard certified "person in charge" and all other necessary persons for the safe receipt of the product.

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ARTICLE VII - NOTICES

Seller shall give CORCO seventy-two (72) hours, forty-eight (48) hours, and twenty-four (24) hours notice before it nominates vessels arriving at CORCO Guayanilla dock. Said notice shall be sent via fax and be directed to the CORCO facility.

It is understood and agreed that it is the practice of CORCO to load and unload vessels at the docks in order of their arrival to CORCO sea-buoy, subject to the availability of the docks.

General notices: Notices to be given under this Agreement shall be deemed properly served on each other when delivered in writing personally, by certified mail, or by fax machine.

ARTICLE VIII - TITLE

Title to the product stored and handled at CORCO shall remain with Seller. CORCO shall be deemed to have custody of the product from the time it passes the flange connection between the vessel's delivery line and CORCO's receiving line and until it passes the flange connection between CORCO's delivery line and Seller's nominated vessel, barge or pipeline.

ARTICLE IX - FORCE MAJEURE

The parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise, if and only to the extent that they shall be unable to perform, or are prevented from performing by "Force Majeure", provided, however, that neither party shall be excused by reason of "Force Majeure" from the obligation

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to make any payment due to the other party for more than ten (10) days after said payment is due. For purposes of this Agreement, Force Majeure means any cause beyond the reasonable control of the party claiming the Force Majeure. Force Majeure may include, but not be limited to, the following: acts of God, strikes not related or provoked by any action taken by CORCO, industrial disturbances, acts of the public enemy, war blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruption of services due to acts or failures to act of any governmental authority. Interference by, or restrictions or onerous regulations imposed by civil or military act or some constitution, decree, law, or otherwise, condemnation, failure of any subcontractor or supplier to perform, and any delay or inability of CORCO in obtaining the necessary licenses, permits or governmental approvals, good faith compliance with any applicable federal or domestic governmental statute, regulation or rule, whether or not it later proves to be invalid, provided that these events or any other claimed as Force Majeure, and/or its effects, are beyond the reasonable control of the party claiming the Force Majeure. The burden of proof as to whether a Force Majeure has occurred shall be on the party claiming the Force Majeure.

If either party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that: (i) the non-performing party, within ten (10) days after the occurrence of the

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Force Majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration; (ii) the suspension of performance be of no greater scope and of no longer duration that is required by the Force Majeure; (iii) no obligations of either party which arose prior to the Force Majeure be excused as a result of the Force Majeure; and (iv) the Force Majeure party use its best efforts to remedy its inability to perform and resume in full its performance under this Agreement, provided that this obligation shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the party involved in the dispute, are contrary to its interest.

ARTICLE X - ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement comprise the entire Agreement between the parties and changes or modifications to the same must be approved in writing by both parties.

ARTICLE XI - GOVERNING LAWS

This Agreement shall be governed and construed according to the laws of the Commonwealth of Puerto Rico and applicable U.S. Federal Law. Also the parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing parties may have among them regarding the terms and conditions of this Agreement.



ARTICLE XII - LIABILITY

The parties agree that their responsibilities for damages under this Agreement will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.

ARTICLE XIII - ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign to it an affiliate or a subsidiary corporation. No such assignment shall relieve the assigning party of any of its obligations under this Agreement.

ARTICLE XIV - CONFIDENTIALITY

The terms of this Agreement shall not be disclosed to any third parties, except as required by law or regulation, without the prior consent of the other party.

ARTICLE XV - SEVERABILITY

Any article or provision declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the parties or deemed unlawful because of a statutory change will not otherwise affect the lawful obligations that arise under this Agreement.

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ARTICLE XVI - OTHER

Seller and PREPA expressly agree that any amendment or change order which could be made to this Agreement, during its term, shall not be understood as a contractual novation, unless both parties agree to the contrary specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives Seller a time extension for the compliance of any of its obligation under this Agreement, or where PREPA dispenses the claim or demand of any of its credits or rights under this Agreement.

Under no circumstances, except in such one where PREPA agrees to the contrary specifically and in writing, PREPA's rights under this Agreement shall be understood as waived by any amendment, change order, time extension to Seller, or by reason of dispense given by PREPA as to a claim or demand of any of its credits or contractual rights, even if PREPA has agreed, as provided under the previous paragraph, that any of these circumstances constitute a contractual novation; and PREPA by this means expressly reserves its right to claim and demand its credits and rights, and the compliance of any and all the contractual obligations of Seller, as if such amendment, change order, time extension dispense, or novation, if any, has not been effectuated.

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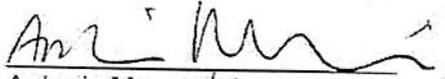
CONTRACT 902-08-04-A
NO. 6 FUEL OIL
COSTA SUR STEAM PLANT
EXHIBIT D

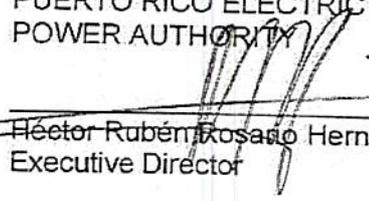
PAGE 13

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly
executed as of January 5, 2005, at San Juan, Puerto Rico.

VITOL SA, INC.

PUERTO RICO ELECTRIC
POWER AUTHORITY


Antonio Maarraqui
Director of Latin American Trading


Héctor Rubén Rosado Hernández
Executive Director

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ESTADO LIBRE ASOCIADO DE PUERTO RICO
AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO

SAN JUAN, PUERTO RICO



APARTADO 36-4267
CORREO GENERAL
SAN JUAN, PUERTO RICO 00936-4267

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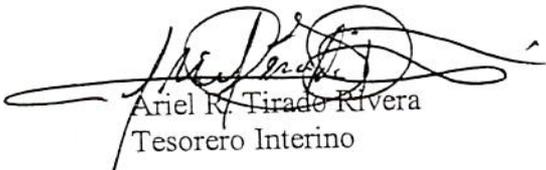
29 de septiembre de 2005

Luis Figueroa Báez
Director de Finanzas

RECOMENDACIONES DE LA AUDITORÍA DE LA OFICINA DEL CONTRALOR
DE PUERTO RICO EN LA OFICINA DE COMBUSTIBLES DE LA AUTORIDAD

La Sección de Comprobantes de Desembolsos recibe de la Oficina de Combustible toda la documentación necesaria para pagar el combustible. Entendemos que no es necesario que los encargados de los laboratorios internos de la Autoridad sometan fotocopia certificada de los informes producidos sobre las pruebas de composición química realizada a los combustibles recibidos. Esta información ya está incluida en los documentos que somete para pago la Oficina de Combustible.

RECIBIDO
OFICINA AUDITORIA INTERNA
DIVISION EJECUTIVA
SEPT 29 1:44 PM


Ariel R. Tirado Rivera
Tesorero Interino