

## **Appendix 10**

### **FORM OF FINAL LIEN WAIVER**

The undersigned, Wartsila North America, Inc. (“Contractor”), has entered into an Engineering, Procurement, and Construction Contract with US Virgin Islands Water and Power Authority (“Owner”), dated as of \_\_\_\_\_, 2020 (the “Agreement”), to design, engineer, procure equipment for, construct, start-up and test a 36 MW (Gross Capacity) and 9 MW/18MWh power and energy storage facility to be located in St. Thomas, Virgin Islands, and more particularly described as follows:

[\_\_\_\_\_] (the “Facility Site”)

Upon receipt of the sum of US\$\_\_\_\_\_ (amount in final invoice submitted with this Contractor’s Final Lien Waiver Certificate), Contractor absolutely and unconditionally releases and waives any and all mechanic’s lien, materialman’s lien, stop notice, bond right or similar claim or lien (each, a “Lien”) which the undersigned has or may have on or with respect to the Project and the Facility Site, whether or not known to Contractor’s at the time of the execution of this Contractor’s Final Lien Waiver Certificate.

Contractor hereby certifies that all of its obligations, legal, equitable, or otherwise, relating to or arising out of the Agreement, the Project or subcontracts have been fully satisfied (except for that work and obligations that survive the termination or expiration of the Agreement, including warranties and correction of defective goods, components or services), including, but not limited to, payment to Subcontractors, employees of Contractor and payment of Taxes pursuant to Section \_\_\_\_\_.

This Contractor’s Final Lien Waiver Certificate is freely and voluntarily given, and Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Contractor’s Final Lien Waiver Certificate, that it is fully informed with respect to the legal effect of this Contractor’s Final Lien Waiver Certificate, and that it has voluntarily chosen to accept the terms and conditions of this Contractor’s Final Lien Waiver Certificate in return for the payment recited above.

Capitalized terms not defined herein shall have the meaning ascribed thereto in the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Contractor's Final Lien Waiver Certificate through its duly authorized representative as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WARTSILA NORTH AMERICA, INC.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

#### AFFIDAVIT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed under oath personally and on behalf of Contractor.

\_\_\_\_\_

Notary Public

My term expires (date): \_\_\_\_\_