

APPENDIX 20

FORM OF INTERMEDIATE 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, construct, start-up, and test a 36 MW (Gross Capacity) and 9MW /18 MWh 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\$_____ (related to Payment Milestone No. _____), this document shall become effective to release any and all mechanic's lien, stop notice, bond right, or similar claim or lien the undersigned has with respect to the Facility and the Work to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Owner through the date hereof. Rights based upon work performed or items furnished under a written change order that has been fully executed by the parties prior to the release date are covered by this release, unless specifically reserved by the claimant in this release. Exceptions as follows:

(if no exception entry or "none" is entered above, Subcontractor shall be deemed not to have reserved any claim)

Contractor hereby certifies that all amounts due and payable by Contractor to employees, laborers, materialmen, sub-subcontractors and subconsultants employed by Contractor in connection with the Project have been paid for all work, materials, equipment services, labor and any other items performed or provided through _____, 20____ (date of last prior invoice). Exceptions as follows:

(if no exception entry or "none" is entered below, all such payments have been made)

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

IN WITNESS WHEREOF, Contractor has executed and delivered this Form of Intermediate Lien Waiver through its duly authorized representative as of the _____ day of _____, 20____.

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): _____