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**COMPETITIVE PROCESS FOR GRANTING THE TEMPORARY OCCUPANCY PERMIT  
OVER MARITIME AREAS, FOR THE DEVELOPMENT OF OFFSHORE  
WIND ENERGY GENERATION PROJECTS IN COLOMBIA**

**FORM No. 5.3**

**Rules and Requirements for the Guarantor's Collateral**

**1. Guarantor's Collateral Assurance:** The collateral must be drafted in accordance with the legislation of the primary domicile country of the entity granting it and executed by a representative or proxy expressly authorized for this purpose, whose general content should substantially follow the guidelines set out below.

It should be accompanied by a legal opinion from an external attorney or an independent law firm, which should affirm:

- I. That the granting entity has been duly incorporated, exists, and operates its corporate purpose validly within the respective country, as evidenced by the Existence and Legal Representation Certificate, or an equivalent document as per the legislation of said country, issued by the competent authority of the country of origin, and attached herein.
- II. That in line with its corporate purpose and activities, and according to its corporate bylaws, it is fully authorized to validly issue the attached guarantor's collateral as stated in the legal opinion.
- III. The signatory or signatories, acting in its name and on its behalf possess broad and sufficient authority to do so, and it must specify where such authority is recorded (corporate bylaws, minutes of a competent corporate body, power of attorney, or explicit authorization).
- IV. That the issuance of the collateral does not violate any provisions of the superior legal framework of the respective country, nor any statutory stipulations of the granting entity,
- V. That the collateral is fully valid and enforceable in accordance with such legislation, and
- VI. That the collateral cannot be modified or revoked without the prior consent of the National Hydrocarbons Agency (ANH) and/or the General Maritime Directorate (DIMAR).

The guarantor's collateral must clearly state the full name, nationality, identification, domicile, and position or responsibility of the person or persons signing on behalf of the entity issuing it, as well as an explicit and precise indication of the powers and authorities they hold to do so. It must

contain an express, formal, and irrevocable declaration by the entity issuing the collateral to jointly and severally assume responsibility for:

- (i) The timely, effective, and efficient fulfillment of all commitments, services, and obligations undertaken by the Interested, Proposing, and eventual Holder entity (denomination or corporate name) concerning participation in the Process;
- (ii) the accuracy and truthfulness of the information and supporting documents submitted to demonstrate Legal, Financial, and Technical Capacity for Pre-Qualification;
- (iii) the seriousness of the Offer or Offers made in this Process;
- (iv) the fulfillment of the commitments resulting from the Offer, particularly to keep the Offer or Offers firm, not to modify or withdraw them during their validity term, and to carry out the necessary procedures to acquire the status of Holder of the administrative act that grants the Temporary Occupancy Permit and Maritime Concession, within the timeframe set by the ANH for that purpose, in case of awarding, among others, the establishment of the performance guarantee according to what is established in the Terms and Conditions;
- (v) the timely, effective, and efficient fulfillment of all obligations arising from the Permit until its termination, including the payment of potential fines and other pecuniary penalties, in addition to those which by their nature should extend beyond such procedure. Should the option of granting the Maritime Concession be chosen, the collateral must guarantee the obligations derived from it.
- (vi) for damages resulting from the breach of any of the aforementioned obligations, services, and commitments.

**2. Right of Excussion:** The guarantor's collateral may provide for the right of excussion as stipulated in Article 2383 of the Colombian Civil Code, which would impose on the ANH and/or DIMAR the obligation to first demand and pursue the fulfillment of the outstanding obligations and commitments from the protected debtor, and to the extent that this is not met, to make it effective.