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FIRST COLOMBIAN OFFSHORE WIND ENERGY ROUND

SPECIFIC TERMS AND CONDITIONS

~~Competitive process for granting temporary occupancy permits over maritime areas, for the development of offshore wind energy generation projects.~~

Competitive process for granting temporary occupancy permits over the area ~~maritime areas~~ in the first round called "Caribe Central", for offshore wind energy generation projects

Bogotá, D.C. December 4, 2023

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DEFINITIVE

INTRODUCTION

The 2022 – 2026 National Development Plan “*Colombia, World Power for Life*” ratifies Colombia's commitments under the *Paris Agreement* to reduce its Greenhouse Gas (GHG) emissions by 51% in 2030, and be carbon neutral in 2050. The same Plan establishes implementing the Just Energy Transition (TEJ, by its Spanish acronym) as one of the objectives of the National Government through strategies such as: a) accelerating the generation of renewable energy, b) promoting technologies that allow the development of wind power potential, c) promoting the incorporation of new power generation sources from Non-Conventional Renewable Energy Source (FNCER, by its Spanish acronym), and d) implementing the Offshore Wind Roadmap in Colombia.

More specifically, the Offshore Wind Roadmap in Colombia (2022) identifies that the country's Caribbean coast has abundant wind resources. It particularly has an estimated total potential of 109 GW of offshore wind power, with areas of development exploration of approximately 50 GW in accumulated potential. To develop this potential, the documents of the Just Energy Transition Roadmap in Colombia (2023) establish having an installed Offshore Wind Power capacity of 7 GW in 2040 and 13 GW in 2050 as the country's goals.

In the development of the strategic public policy guidelines the National Government has proposed to advance, the Ministry of Mines and Energy (MME) and the General Maritime Directorate (DIMAR, by its Spanish acronym) invite interested parties to participate in the First Colombian Round of Offshore Wind Power over the Area defined in Annex A of Resolution 40284 of 2022. The purpose of this First Round is for DIMAR, through a Competitive Process, to grant Temporary Occupancy Permits (TOP, by its Spanish acronym) over maritime areas for the development of offshore wind power projects to Bidders that accredit the legal, financial and technical capabilities established in Joint Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that modify, repeal or add to them](#), issued by the Ministry of Mines and Energy and DIMAR, and its amendments, and which present the best Offers in the terms of the aforementioned Joint Resolution and these Specific Terms.

To design and execute this Process, through an Inter-administrative Agreement signed between DIMAR and the National Hydrocarbons Agency (ANH, by its Spanish acronym), the latter was appointed as Administrator of the Competitive Process, in accordance with article 3 of Joint Resolution 40284 of 2022 and its amendments. [In fulfillment of its administrative duties, the ANH published between October 27 and November 16, 2023, for citizen consultation, a draft of the Specific Terms and Conditions as outlined in Article 17 of the cited Joint Resolution. Once the citizen consultation phase of the Specific Terms Draft was completed, including the evaluation of comments, receipt of observations and suggestions, and following the declaration of no objection from DIMAR and the MME, the Administrator publishes the final Tender](#)

Documents. Integral to these final Tender Documents are the Annexes, Forms, and Instructions detailed in the index, including the models for the Temporary Occupancy Permit and the Maritime Concession.

With this First Round, the National Government seeks to establish the foundations for the development of the Offshore Wind Industry in Colombia, promoting not only economic prosperity and care for the environment, but also strengthening the defense industrial fabric and promoting productive chaining. to promote the comprehensive development of the communities involved.

Additionally, in the framework of the National Development Plan 2022 - 2026, specifically in the sectors of Industry and Science, Technology, and Innovation (CTeI), paragraph f) of item 9 of this Plan envisages a strategy in collaboration with the Social and Entrepreneurial Group of the Defense Sector (GSED). This strategy is aimed at fostering the development of capabilities and productive chains in various industrial sectors, including shipbuilding, aerospace, metal-mechanics, communications, and transportation, in synergy with the national productive sector.

DEFINITIVES

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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

LEGAL CONSIDERATIONS

The Legal Considerations contain essential premises of the Process for granting the Temporary Occupancy Permit, which must be understood, taken into consideration and fully observed to participate in it.

Interested parties must read them promptly and carefully, examine the full text of the Process for granting the Temporary Occupancy Permit.

- I. The National Hydrocarbons Agency (ANH) will manage the Process based on the provisions of Resolution 40284 of 2022, [Resolution 40712 of 2023](#), Resolution 40234 of 2023 and its amendments, and the MDM-DIMAR Inter-administrative Collaboration and Coordination Agreement No. 005-DIMAR-2023 – ANH 546 of 2023 signed between the General Maritime Directorate (DIMAR) and National Hydrocarbons Agency (ANH), dated July 12, 2023.
- II. These Specific Terms, as well as their eventual amendments, adjustments, deletions, clarifications or additions, which will always be adopted by means of an Addendum, along with the applicable legal regime, are the only rules that govern the Competitive Process for Granting the Temporary Occupancy Permit. The purpose and scope of the Process, the content of the Temporary Occupancy Permit, the Powers of the Administrator of the Competitive Process, the Pre-qualification of Interested Parties; the Nomination of External Areas, Deposit and Validation of Offers, and the Allocation of Areas, are the set of main rules for Awarding the Temporary Occupancy Permit.
- III. The Administrator reserves the right to introduce modifications, adjustments, deletions, clarifications or additions to the Specific Terms and, especially, to change the Schedule, with prior approval from DIMAR and the MME.
- IV. The Administrator reserves the right to suspend or terminate the Process by means of a motivated administrative act published on the Process Website.
- V. The technical information available to DIMAR and other entities is indicative and comes from the technical and investigative activities undertaken in compliance with their public function. During the validity of the Temporary Occupancy Permit, technical activities will be developed to determine the feasibility of the Offshore Wind Power

Generation Project, based on the collection of data and information at the expense and risk of the Holder.

- VI. The Competitive Process aims to grant the Temporary Occupancy Permit (TOP), which allows performing activities related to measurement, data collection and information to establish the Project's feasibility. It will be developed exclusively in the Areas indicated in Annex A of these Specific Terms, called Area Proposed by DIMAR or Polygon A and General Nomination Area or Polygon B.

In light of the Area Nomination process, it is up to DIMAR to evaluate and determine the suitability of the areas of Polygon B for granting the Temporary Occupancy Permit. DIMAR reserves the right to exclude or amend the Nominated or Proposed Area for Granting the Temporary Occupancy Permit, in accordance with the available technical information provided by DIMAR and as established in Chapter Five of these Specific Terms.

- VII. Obtaining the Temporary Occupancy Permit is one of the necessary budgets for requesting a Maritime Concession to develop Offshore Wind Power Generation Projects in Colombia.
- VIII. Given the need to improve the availability and dissemination of the Data and Information Collected from the Awarded Areas, the Holder is obliged to make the information on activities carried out and the resulting studies and data available to the corresponding state entities during the activities carried out under the Temporary Occupancy Permit and Maritime Concession.
- IX. The Specific Terms and Conditions must be interpreted according to the applicable legal regime, in accordance with Chapter One "Terms and Concepts," and according to the natural meaning of the words, except for technical expressions whose understanding corresponds to that of the respective science or subject.

Interested Parties are exclusively responsible for examining, studying and interpreting the Specific Terms and Conditions, as well as for formulating queries exclusively to the Administrator regarding their content and scope, all the conclusions as well as deductions, errors and omissions made on the basis of their own analysis, interpretations or corollaries are at the sole risk and expense of the Interested Parties.

- X. By presenting the documents to obtain Pre-qualification, make a Nomination or formulate an Offer, the Interested Parties and the respective Individual Bidder or all the members of Plural Bidders accept and expressly declare, as the case may be:

1. That they maintain their Offer as valid and legally binding from the time of its submission until one (1) month after the deadline for submitting the Performance Guarantee for the Temporary Occupancy Permit.

~~That they keep their Offer valid and with full binding force for a minimum term of six (6) Months, counted as of the delivery date, according to the Schedule, or any of its extensions, if adopted. Consequently, it will be mandatory and irrevocable for that term and must be extended for the time established in the corresponding Addendum.~~

2. That they had access to, learned about and examined every one of the Process Documents, including, but not limited to: (i) The Specific Terms and their Annexes, including the Forms and minutes of the administrative acts granting the Temporary Occupancy Permit and Maritime Concession, as well as the included Annexes, when applicable; (ii) their Addenda; (iii) the clarifications and responses from the ANH to the requests, questions and observations made by the Interested Parties regarding the Specific Terms and, in general, said Documents.
3. That they consulted and analyzed all the information required to prepare and present the documents related to this Process, including those related to the Pre-qualification, Nomination, preparation and formulation of the Offer.
4. That the Process Documents are complete and adequate to prepare the supporting documentation required for the Pre-qualification, Nomination, and presentation of the Offer and precisely identify the purpose and scope of the Permit to be requested, as well as the rights and obligations of DIMAR and the Holder.
5. That they know and accept all the terms, conditions, requirements, demands, commitments, obligations and deadlines provided for in the Process Documents, including, but not limited to, the Specific Terms, their Annexes, Forms and the content of the draft administrative acts that grant the Temporary Occupancy Permit and Maritime Concession.
6. That any inaccuracy, inconsistency, contradiction to reality, deviation, omission, reservation, exception or condition introduced in the Pre-Qualification documents, or in those that make up the Nomination or Offer, any modification or addition to one or the other, which entails ignorance of the legal regime and/or

the Documents, as well as a lack of the minimum requirements established for said documents, which cannot be corrected according to the same rules and the Specific Terms, will lead to the Interested Party not being Pre-Qualified or their Nomination or Offer not being admissible or eligible. Consequently, it will be rejected, notwithstanding the other effects provided in the legal regime or in the Specific Terms for granting the Temporary Occupancy Permit.

7. That they carefully examined the rules of participation in the Process and knew the conditions of the Area based on their research, in such a way that, in preparing their Nomination and Offer, they took its general characteristics into account, among with were the presence of other activities and the geographical, climatic, environmental, social, public order, road access and infrastructure conditions.
8. That all the information in the documents presented to obtain or update the Pre-Qualification, Nomination or Offer is exact, reliable and truthful. They declare this under oath, which is understood to be provided by signing the letters and forms for this purpose, to the point that they expressly accept the power of the ANH and/or DIMAR to verify and confirm it; to deny the Pre-Qualification or revoke it; to reject the Nomination or Offer; to refrain from awarding or to revoke the Permit, if data contrary to reality has been presented.
9. That, therefore, they expressly and irrevocably authorize the ANH and/or DIMAR to verify all the information provided for the purposes of the Pre-Qualification, Nomination or Offer, including each one of the documents and supporting documentation presented to prove their Pre-qualification and obtain the Permit. The ANH and DIMAR reserve this power at all times, whether before or after said Pre-Qualification, for Awarding the Process and obtaining the Permit, due to the general interest involved in the action.
10. That, in accordance with the principles of transparency and disclosure, the administrative actions of the ANH are public and the files that contain them will be open to the public. Therefore, they declare that they know and expressly accept that the information in the documents for Pre-qualification and those that make up their Offer are equally public, except for the aspects or matters legally protected by reserve or confidentiality in the terms indicated in the law or in the Specific Terms, which the Interested Party must expressly identify, with the corresponding justification.
11. That neither the Individual Bidder nor members of Plural Bidders have allowed nor will they allow their operations to have been or be used as instruments for drug

and related trafficking, money laundering, acting as a frontman and illicit enrichment, as well as hiding, managing, investing or taking advantage - in any form - of money or other assets derived from criminal activities or intended to be used to finance them, or to give conducts that violate criminal law or transactions and funds linked to them the appearance of legality.

12. That neither the Individual Bidder nor members of Plural Bidders, their partners or managers are reported in the latest publication of the Bulletin of Fiscally Responsible Persons of the Comptroller General of the Republic, nor do they have disciplinary records in the database of the Attorney General's Office, which entail disqualification, nor have they been reported on any restrictive list used in the framework of the fight against money laundering of the Colombian State.

Partners of open companies and those registered on stock exchanges are exempt from this declaration.

13. That the Individual Bidder and members of Plural Bidders are in good standing with respect to their obligations with the General Social Security System and in parafiscal contributions, in the event of being subject to the corresponding regime in Colombia according to the current regulations.

14. That, if they are favored by obtaining the Temporary Occupancy Permit for one or more Areas, they undertake to perform the necessary actions to ensure the correct execution of each one of the obligations derived from the Award Resolution.

15. That the Individual Bidder and members of Plural Bidders know the conditions and have evaluated both the possibility of connecting to the National Interconnected System (SIN, by its Spanish acronym), as well as the need to improve, adapt and build ports and infrastructure and the acquisition of supplies to develop Offshore Wind Power Projects.

16. That the Individual Bidder and members of Plural Bidders who are in the pre-feasibility stage in the Maritime Concession process advanced before DIMAR and governed by Resolution 794 of 2020, repealed by Resolution 0047 of 2023 MD – DIMAR, may participate in the Competitive Process by meeting the Pre-Qualification requirements, as long as the areas in pre-feasibility are in the area of Annex A of Resolution 40284 of 2022 and its amendments. Moreover, the aforementioned Bidders comply with the provisions of Article 40 of Resolution 40284 of 2022 and, in general, the rules of the Competitive Process.

17. That the Individual Bidder and members of Plural Bidders know that the regulation of the Temporary Occupancy Permit links different entities of the Colombian State, which will define relevant matters for the correct performance of obligations.
18. In the event that the Temporary Occupancy Permit is awarded, the Successful Bidder must involve a [Public or Mixed Private-Public Ownership Company of the Energy Sector](#) in the project's execution. This involvement is required during the formalization of the Permit as specified in section 10.7 of these Specific Terms, according to Article 18 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023, and any subsequent amendments or additions.](#)

Furthermore, in the event they are awarded the Temporary Occupancy Permit and decide to apply for the Maritime Concession, they know and accept that they must have a shareholding agreement in the terms provided in article 18 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that modify, repeal or add to them, with a Public or Mixed Private-Public Ownership Company of the Energy Sector.](#) ~~Company with National Shareholding in the Energy Sector.~~

19. That the detailed study and analysis of the Process Documents included in the Specific Terms and their Annexes, including the Forms, minutes of administrative acts granting a Temporary Occupancy Permit and Maritime Concession, and their annexes; the location maps of the Areas; their boundaries and coordinates; the Forms, the Addenda that introduce adjustments or modifications to said Specific Terms, Annexes and Commitments; the documents with the requests for clarification, questions and observations of the interested parties to the aforementioned Documents; the responses to them; the Data Package; the information provided during the Data Room sessions, when appropriate and, in general, all the Administrator's publications with respect to the Process, both in physical and digital media, in such a way that the interpretations, conclusions and deductions regarding them, and any errors or omissions are also their sole responsibility.
20. That, in addition to the study of the documents provided in the development of the Competitive Process, they have acted with due diligence by informing themselves of the rights, characteristics, phases or stages and obligations that make up the Competitive Process for granting the Temporary Occupancy Permit.

21. That they assume all the costs and expenses involved in preparing and submitting the documents for Pre-Qualification, Nomination and Offers, including guarantees, in such a way that they will not have the right to any recognition or reimbursement for these items, not even in the event the Nomination is not accepted, or if the Pre-Qualification or award is revoked, even including termination of the Permit for legal reasons.
22. That, by presenting the documents for Pre-Qualification, Nomination or Offer, they declare that they know and have analyzed and taken into consideration the legal regime applicable to the Process for this purpose.
23. That they undertake to inform the competent authorities of any fact or conduct that may involve a violation of criminal law or disciplinary offense of which they become aware during this Process, especially the following:

- **Secretary of Transparency of the President of the Republic
Complaints Unit**

Carrera 8 No. 7 - 276, Bogotá, D.C.
Telephones 018000-913-666 and (57 601) 562 9300
contacto@presidencia.gov.co
Websites:
<http://www.secretariatransparencia.gov.co>

- **Attorney General's Office**

Carrera 5 No. 15 – 60, Bogotá, D.C.
Phone Numbers: 018000-910-315 – 018000-940-808 PBX: (57 601) 587-8750 E-mail: quejas@procuraduria.gov.co
Website: <http://www.procuraduria.gov.co>

- **Inspector General's Office**

Central Level: Diagonal 22B No. 52-01 (Ciudad Salitre), Bogotá, D.C.
Phone Numbers: (57 601) 570-20-00 and (57 601) 414-90-00
Free Hotline for Complaints and Claims against Officials: 018000-91-22-80
or (57 601) 570-20-72
Free Hotline for Criminal Complaints 018000-91-61-11 (57 601) 414-91-37
E-mail: veeduría@fiscalia.gov.co
Website: <http://www.fiscalia.gov.co>

- **Ministry of Mines and Energy**

Calle 43 No. 57 - 31 CAN - Bogotá D.C.

Phone Numbers: (60) +1 220 0300

Complaints and Claims: menergia@minenergia.gov.co

Website: <https://www.minenergia.gov.co/en/>

• **National Hydrocarbons Agency**

Avenida Calle 26 No. 59 – 65, Piso 2, Bogotá, D.C.

Phone Numbers: (57 601) 593-17-17

Complaints and Claims: participacionciudadana@anh.gov.co

Website: <http://www.anh.gov.co>

• **General Maritime Directorate – Colombian Maritime Authority**

Carrera 54 No. 26 – 50 CAN Bogotá D.C

Telephone (57 601) 328-68-00

Anti-Corruption and Anti-Bribery Hotline 018000-911-670

Complaints and Claims: dimar@dimar.mil.co

DEFINITIVES

Chapter One. Terms and Concepts

The concepts in the Specific Terms and Conditions correspond to those adopted by (i) the law and (ii) Decree Law 2324 of 1984 (iii) in Joint Resolution 40284 of 2022 issued by the Ministry of Mines and Energy and the General Maritime Directorate (hereinafter Resolution 40284 of 2022 [and its amending Resolution 40712 of December 1, 2023](#)) or the regulations that replace, modify or complement them, so that they have the meaning attributed to them, and must be interpreted and understood in accordance with them.

Therefore, for the purposes of this Process and the corresponding administrative actions, these terms and concepts are referred to, notwithstanding the expressions listed below, which have the meaning stated therein:

Additional Activities: A set of measurement, research, data collection and information activities and operations to establish the feasibility of the Project, in addition to those provided in the S Curve.

Inherent or Complementary Activities: Activities for the provision of technical services in the areas of geoscience and electrical, civil and mechanical engineering, such as geology; geophysics; geochemistry; meteorology, biology, geotechnics, hydrology, bathymetry, oceanography, sedimentology, fluid dynamics, culture and heritage studies; management, operation and maintenance of electrical transmission networks, as well as investments in these activities, all in the energy sector.

Temporary Occupancy Permit Activities or Activities: In the terms of Article 4, section b), of Resolution 40284 of 2022, these are the activities to which the Holder of the Temporary Occupancy Permit is obliged, with respect to measuring and collecting data and information to establish the feasibility of the Project, [including those described in the S-Curve and Schedule](#) and, if feasibility exists, the activities necessary to obtain licenses and permits for the Construction and operation of the Offshore Wind Energy Project. These activities are described in Chapter Three of these Specific Terms.

Addendum: A document published by the Process Administrator after the date of publication of the final version of the Specific Terms, in which they add, delete, modify, adjust, clarify, specify and/or replace the text of the Specific Terms and/or their Annexes, including Forms, Instructions and Commitments, as well as the minutes of the administrative acts of the Permit or Concession. Addenda will be published on the process website on Business Days.

Competitive Process Administrator or Administrator: A private or public third party appointed by DIMAR to be responsible for designing, managing and executing the Competitive Process. For this Process, the ANH will act as Administrator under the MDM-DIMAR Inter-administrative Collaboration and Coordination Agreement No. 005-DIMAR-2023 – ANH 546 of 2023 signed between the General Maritime Directorate (DIMAR) and the National Hydrocarbons Agency (ANH) on July 12, 2023, under the terms of article 3 of Resolution 40284 of 2022.

Successful Bidder of the Competitive Process or Successful Bidder: The Bidder selected as a result of the Competitive Process, in accordance with these Specific Terms and Conditions. Moreover, when applicable, it shall refer to the Consortium, [Temporary Union](#) or Company referred to in Section 10.7 of these Specific Terms.

Awarded Area: The Maritime Area over which the Temporary Occupancy Permit is awarded to a Bidder, according to the evaluation of the Offer.

Concession Area: The Maritime Area over which the Maritime Concession is granted, located within the Awarded Area, and which may be smaller than it.

Competitive Process Area or Area: An available maritime water space defined by DIMAR to be assigned in this Process, subject to the rules of Resolution 40284 of 2022 and the Specific Terms.

Nominated Area: A maritime water space suggested by a Bidder authorized to develop an Offshore Wind Power Generation Project that is located in a location or coordinates of the Nomination Area or Polygon B.

Area Proposed by DIMAR or Polygon A: It refers to the area within Annex A of Resolution 40284 of 2022 and identified in Annex A "Areas" of these Specific Terms as Polygon A.

Areas in Pre-feasibility Stages: The maritime areas over which DIMAR issued a processing order granting pre-feasibility in effect of the repealed Resolution 794 of 2020.

Nomination Area or Polygon B: It refers to the area within Annex A of Resolution 40284 of 2022 and identified in Annex A "Areas" of these Specific Terms as Polygon B.

Annexes: The set of Forms, Commitments, and, in general, documents that accompany the text of the Specific Terms themselves, including the minutes of the Maritime Concession and Permit, all of which form an integral part of the Documents.

ANH or National Hydrocarbons Agency: A state agency of the decentralized sector of the Executive Branch, with legal status, its own assets and administrative, technical and financial

autonomy. It is attached to the Ministry of Mines and Energy and was created by Decree Law 1760 of 2003, and its legal nature was modified by Decree Law 4137 of 2011, and what is stated in Decree 714 of 2012.

Auditor: The auditing firm on the list of firms that can be selected to audit the construction of new or special generation plants or units, published by the [National Operations Council Center](#) (CNO, by its Spanish acronym), which will be hired by the holder of the Temporary Occupancy Permit and the Maritime Concession.

Process Auditor: The individual or legal entity with recognized experience in audit processes hired by the Administrator to fulfill the duties indicated in article 36 of Resolution 40284 of 2022.

Notice: Any communication, warning, indication, message, announcement or information published by the Administrator on the Process Website related to processing this Selection Process.

Submarine Cable: An element made up of conductor(s) and other materials through which the electricity generated by the Project is transported from its Marine Substation, point of common coupling or generation units to the National Interconnected System (SIN by its acronym in Spanish) or to the charge center associated with the connection permit granted to the Project.

Installed Capacity: The installed charge or nominal capacity that the limiting component of an electrical installation or system can withstand.

Presentation Letter of the Pre-qualification Documents: A communication through which each Individual and Plural Participant formally present the documents required to accredit legal, financial and technical capacity through the Operator, in order to obtain Authorization to present an Offer in the development of this Process.

Legal entities that request Authorization to present an Offer, once qualified, are authorized to associate with other qualified legal entities and jointly present an Offer as Plural Participants.

Fixed Foundation: A type of structure in which the wind power generation equipment is anchored directly to the seabed or bottom using structures, such as monopiles, concrete platforms, tripods or anchor points, as the only underwater structure.

Floating Foundation: A type of structure in which the wind power generation equipment is stabilized on the surface using floating systems, which do not form a solid anchoring structure between the generation equipment and the seabed or bottom.

Maritime Concession or Concession: An administrative act issued by DIMAR through which the use and enjoyment of a maritime public use asset is granted in favor of a specific person to develop a project or activity.

National Operation Council (CNO): The CNO is responsible for agreeing on technical aspects to ensure the safe, reliable, and economical integrated operation of the National Interconnected System (SIN), acting as the executive body of the Operating Regulation and ensuring its compliance.

Consortium: A type of association described in Article 7 of Law 80 of 1993, according to which, when two or more people jointly present the same proposal to be awarded or enter into and execute a contract, they are jointly and severally liable for each and every one of the obligations derived from the proposal and contract. Consequently, the actions, facts and omissions that occur in developing the proposal and contract will affect all its members.

Construction: It includes activities in which the offshore wind power energy project has been built.

Quality Assurance: It includes the execution of activities aimed at obtaining quality certifications for the useful life of an offshore wind farm, including foundations, wind turbines, the substation associated with the project (whether marine or on land) and, when applicable, the submarine cable between the project and the continent.

Competitive Process Schedule or Schedule: A calendar in the Specific Terms in which the Administrator determines the time the different actions of the Competitive Process must occur, in its different Phases or Stages, with indications of the corresponding dates and times, or the periods within which said actions must be developed in the Phases or Stages.

S Curve for the Temporary Occupancy Permit Stage: A graphic representation of the accumulated progress of the activities during the validity of the Temporary Occupancy Permit, as a function of time, which allows comparing actual progress and the progress planned in the schedule, seeking to establish Project deviations and take timely corrective actions. It shows the estimated percentage of progress during the execution time and the elapsed time on the abscissa, in an orderly manner. Among other things, it includes the date of application for the Maritime Concession. This must reflect the milestones reflected in the schedule of activities that accompany the S Curve.

S Curve for the Maritime Concession Stage: A graphic representation of the accumulated progress of the activities of the construction stage during the Maritime Concession, as a function of time, which allows comparing actual progress with the progress planned in the schedule,

seeking to establish deviations and take timely corrective actions. It shows the estimated percentage of progress during the execution time and the elapsed time on the abscissa, in an orderly manner. Among other things, it includes the Commissioning Date (FPO, for its Spanish acronym) and the Project's connection to the national or regional transmission network in case the Project's purpose is to deliver energy to the National Interconnected System (SIN). This must reflect the milestones reflected in the schedule of activities that accompany the S Curve.

Collected Data and/or Information: This means primary data, observations and metadata collected and stored by or for the benefit of the holder of the Temporary Occupancy Permit or their predecessors with respect to meteorological information (including information obtained within the framework of the Inherent or Complementary Activities and not limited to the wind resources), and geological, geophysical, bathymetric, oceanographic, sedimentological, environmental, cultural, cultural heritage information, modeling and monitoring of the Awarded and Adjacent Areas.

Calendar Day: Refers to any day of the week, including Business Days, from Monday to Sunday.

Business Day: Refers to weekdays from Monday to Friday, excluding (i) public holidays in Colombia, and (ii) days when Colombian banks are legally mandated to remain closed. Deadlines falling on a non-business day are extended to the next business day. Unless specifically mentioned otherwise in the Specific Terms, references to 'day(s)' mean business days.

DIMAR or General Maritime Directorate: An internal dependency of the Ministry of National Defense, with administrative and financial autonomy, without legal status, in accordance with the provisions of article 54, section j) of Law 489 of 1998. DIMAR performs its functions, in accordance with the provisions of the Law, the guidelines issued by the Ministry of Defense, and in coordination with the Navy, as provided in article 30 of Decree 1512 of 2000. DIMAR has the administrative structure and functions defined in Decree 5057 of 2009 and other regulations that govern its operation.

Process Documents: All those that regulate and integrate this Process, including those with relevant information for its development, which are:

1. Notices.
2. The Draft Specific Terms and Final Specific Terms published by the Administrator, as well as the Annexes and Addenda to the Documents, including the Schedule and adjustments to it.
3. Observations and suggestions from the Interested Parties regarding the Draft Specific Terms, and the substantial amendments to the Specific Terms published by the Administrator to receive opinions, suggestions or alternative proposals.

4. Responses of the Administrator to the observations and suggestions referenced in the previous section.
5. Information Packages.
6. Information from the Data Room sessions.
7. Preliminary List of Pre-Qualified Proponents
8. Observations of the Participants on the Preliminary List of Qualified Proponents
9. Responses of the Administrator to the observations referenced in the previous paragraph.
10. Final List of Pre-Qualified Proponents and its updates.
11. Minutes of Public Hearings.
12. List of Bidders with the identification of the Area(s) that are the subject(s) of their respective offers and the main elements of the Offer.
13. Preliminary Order for Offer Selection.
14. Observations of the Bidders on the Preliminary Order for Offer Selection.
15. Preliminary and Final Eligibility List
16. Observations of the Bidders on the Preliminary and Final Eligibility Lists.
17. Responses to the observations referenced in paragraphs 9 and 15 above.
18. Award Resolution of the Competitive Process Area.

Decommissioning: Decommissioning or full or partial removal of the equipment and elements that are or were part of the Offshore Wind Power Generation Project, in order to remove the constructions and elements from the area that was under Concession. The above must be performed under environmental, social and safety guidelines that current regulations provide.

Design: It includes the detailed engineering activities necessary to acquire equipment and build an offshore wind power project.

Company with National Shareholding in the Energy Sector: For the purposes of this Competitive Process, it refers to a State Industrial and Commercial Company or Mixed Economy Company, governed according to Law 489 of 1998 and the regulations and bylaws of its creation and operation, which has performing activities in the hydrocarbon, gas or electricity sector in its corporate purpose, in accordance with Decree 1073 of 2015, and which comply with the accreditation requirements established in Section 10.7.

Public or Mixed Private-Public Ownership Company of the Energy Sector: This concept was introduced by Resolution 40712 of December 1, 2023, which modifies Resolution 40284 of 2022. It refers to public enterprises at the national or territorial level or mixed private-public ownership companies in the energy sector in Colombia that include in their object hydrocarbon, gas, or electrical energy sector activities as per Decree 1073 of 2015 and must meet the accreditation criteria set forth in Section 10.7 of these Specific Terms and Conditions.

Offshore Wind Power: Energy obtained from non-conventional renewable energy source that consists of the movement of air masses captured by wind turbines in maritime areas.

Structuring: It includes technical pre-feasibility due diligence activities for offshore wind power projects, by obtaining environmental permits required by law.

Phase or Stage: A part or specific activity of this Process.

Commissioning Date – FPO: The date the project must begin to generate power, in accordance with the S Curve of the Maritime Concession.

Subsidiary: As described in Book One, Title I, Chapter XI of the Colombian Commercial Code, dealing with parent companies, subsidiaries, and branches. Article 260 states that a company directly subjected to another's will is termed a subsidiary.

Force Majeure or Fortuitous Event: It will be understood as a known, irresistible and unforeseeable event, which is unrelated and external to the activity or service that caused the damage or breach of the obligation.

Guarantees: An instrument granted according to Colombian law that supports the timely, effective and efficient fulfillment of the obligations, Commitments and benefits contracted by the Bidder or Holder of the Temporary Occupancy Permit or that fully or partially covers the consequences of non-compliance. The guarantees will depend on the current phase and are regulated in the Specific Terms in sections 3.14 Guarantee of Compliance with the Concession, 3.15.1 Decommissioning Guarantee, 9.3 Bid Guarantee of the Offer and 10.3. Temporary Occupancy Permit Performance Guarantee.

Joint Debtor Guarantee or Parent Company Guarantee: An instrument granted in accordance with the law of the country of the main domicile of the Parent or Controlling Company, through which the legal entity in question assumes joint and several liability for the timely, effective and efficient fulfillment of the obligations and benefits contracted by the Individual Bidder or members of Plural Bidders, who cannot prove their capacity in the terms of Chapter III and article 18 of Resolution 40284 of 2022, [amending Resolution 40712 of December 1, 2023 and any others that may replace, amend or supplement them](#), and sections 7.3 Financial Capacity and 7.4 Technical Capacity of these Specific Terms, and therefore, must accredit Financial and Technical Capacity with the background and documents of their Parent or Controlling Company, derived from the request for Pre-qualification, the presentation of the Offer, and the Award, execution and termination of the Permit(s) awarded to them in this Process, as well as the Concession, if it is granted.

The joint and several liabilities provided in the paragraph above must be protected by a guarantee or warranty from the Parent or Controlling Company, prepared in accordance with the provisions of Form 5.3 annexed to these Documents, to participate in the Process, accompanied by a legal opinion from an external attorney or independent law firm, stating that the guarantee cannot be revoked or modified without the consent of the Administrator.

Guarantees: An instrument granted according to Colombian law that supports the timely, effective and efficient fulfillment of the obligations, Commitments and benefits contracted by the Bidder or Holder of the Temporary Occupancy Permit or that fully or partially covers the consequences of non-compliance. The guarantees will depend on the phase and are regulated in the Specific Terms in sections 9.3 Bid Guarantee of the Offer and 10.3. Temporary Occupancy Permit Performance Guarantee

Business or Corporate Group: Outlined in Article 28 of Law 222 of 1995, which stipulates the existence of a business group when besides the link of subordination, entities share a unified purpose and direction.

Social and Business Group of the Defense Sector (GSED): An entity within the Ministry of National Defense, that groups together eighteen (18) entities including the Military Industry – INDUMIL (by its Spanish acronym), Logistics Agency of the Military Forces – ALFM (by its Spanish acronym), Aeronautical Industry Corporation – CIAC (by its Spanish acronym), and Corporation of Science and Technology for the Development of the Naval, Maritime, and Fluvial Industry – COTECMAR (by its Spanish acronym). It encompasses a range of services in education, transportation, recreation, housing, and the production of equipment and elements. A key objective of GSED is to devise and support strategies for competitiveness and sustainability, and to initiate cooperation projects, agreements, and alliances both nationally and internationally. These endeavors aim to create business opportunities through knowledge management, innovation, and information exchange programs.

Inspector: The person selected by DIMAR to verify compliance with obligations not related to the S Curve of the Temporary Occupancy Permit and Maritime Concession, as applicable. The costs incurred for said inspection will be the responsibility of the Holder.

Instructions or Protocol: A document that is an integral part of these Specific Terms, which illustrates and describes a detailed sequence of actions and procedures, such as the presentation of documents to obtain or update the Pre-qualification and of an Offer, among others.

~~If it is necessary to make modifications or updates to said procedures, the Administrator will publish the corresponding document on the Entity's Website, without the need for an Addendum.~~

Interested Party: A national or foreign person, who formulates opinions or makes suggestions or proposals related to the Process.

Party Interested in Pre-qualification: National and foreign legal entities that prove they meet the Pre-qualification requirements established in Chapter Seven.

Parent or Controlling Company: It will be understood as established by the Colombian Code of Commerce.

Ministry of Mines and Energy: A body of the executive branch in charge of formulating and adopting policies aimed at the sustainable use of mining and energy resources to contribute to the economic and social development of the country.

Nomination: An action by a Qualified Bidder to propose areas for the development of its Offshore Wind Power Generation Project. The nominated area cannot exceed an extension of 270 km², nor may it be outside the Nomination Area or Polygon B identified in Annex A "Areas" of the Document and Annex A of Resolution 40284 of 2022.

Offer or Proposal: A set of documents delivered by a Qualified Bidder to the Administrator within the period provided for in the Schedule, in order to be awarded the Temporary Occupancy Permit with respect to the proposed Area of interest.

Valid Offer: An offer that meets all the following requirements:

1. It is presented by a Qualified Participant for the type of Area.
2. In compliance with the technical conditions specified in Article 21 of Resolution 40284 of 2022 and its amending Resolution 40712 of December 1, 2023, along with any subsequent modifications or supplements, and the requirements outlined in these Specific Terms.
3. It is accompanied by the guarantees described in articles 21, section j), l and 30 of Resolution 40284 of 2022 and in section 9.3 of these Specific Terms.

Operator: The legal entity that certifies the capacity requirements. In the case of Plural Bidders, it is the one appointed to represent the Consortium or [Temporary Union](#) before the DIMAR and the Administrator. In the latter case, it must be the same legal entity appointed as the legal representative of the Consortium or [Temporary Union](#). During the validity of the Temporary Occupancy Permit or Concession, the Holder or legal entity that is a member of the Consortium

or **Temporary Union** shall be responsible for conducting the Activities and assuming its or their leadership and representation, as well as directing compliance with the obligations of the Permit and engagement with DIMAR. The same rules are applied to the figure of the Promise to Form a Corporation in the Future.

Order of Preference: The order of priority for assigning areas determined by the Bidder in their Offer, in events in which they present more than one Proposal, in the terms of article 21, section b), of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023](#) and the others that replace, modify or complement them.

Process Website: The Process website where the relevant information will be published. The page will be www.anh.gov.co, Colombia Wind Power Process Subsite.

Participant: An interested party who performs actions in the Process Individually or Plurally.

Data Package: The set of data, coordinates, figures and technical reports on the Process areas obtained by DIMAR, the Administrator and other authorities, which the Interested Parties may access. The Administrator will coordinate the sessions to be held to answer questions regarding the Data Package.

Temporary Occupancy Permit or Permit: An Administrative Act issued by DIMAR through which it grants the Holder exclusivity over a specific maritime area to perform activities related to an Offshore Wind Power Project, under the rules in Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023](#) and the others that substitute, modify or complement them, and in the present Specific Terms.

Decommissioning Plan: A document the Maritime Concession Holder must present to DIMAR with the activities to be carried out to disassemble and decommission the equipment and infrastructure associated with the Project built in the assigned area.

Deadline: The term established to fulfill an obligation, carry out an action or complete some procedure in the course of this Process. For the purposes of accounting for the deadlines established in these Specific Terms, the days will be understood to be calendar or common days, unless expressly indicated otherwise. When the expiration of a term corresponds to a non-business day in Colombia, the expiration date will be the first following business day.

Specific Terms and Conditions or Bid Specific Terms: This document contains the specific terms and conditions applicable to the maritime area allocation round. Among other things, it contains the guidelines for presenting and evaluating Offers, requirements and the Process Schedule.

Competitive Process for the Offshore Wind Power Generation Project or Process: It refers to the process regulated by Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, modify or complement them](#) and the Specific Terms, whose objective is to award the Temporary Occupancy Permit over maritime areas to develop activities related to an Offshore Wind Power Generation Project.

Technical Skill Transfer Program: The program establishes commitments for the transfer of technical skills, knowledge, and experiences, alongside community benefits, infrastructure enhancement, and bolstering existing capacities across various economic sectors. This includes the existing workforce in the country and its relation to the Offshore Wind Industry. The program aims to integrate the production chain with the national, regional, and local industries, including those of the GSED. This integration is intended to foster industrial progress and enhance productive linkages nationally during the Temporary Occupation Permit and Concession phases, subject to audit during the project's development and operation, commencing with the maritime Concession's grant.

Individual Bidder: A qualified legal entity that presents an Offer in the Process as the only Participant.

Multiple Participants: An association that presents an Offer through the Consortium, [Temporary Union](#) or Promise to Form a Corporation in the Future, composed of two or more legal entities duly authorized to participate in the Process.

Offshore Wind Power Generation Project Bidder or Bidder: The legal entity or group of legal entities associated with each other, which participate by submitting an Offer in the Process to be awarded a Temporary Occupancy Permit.

Offshore Wind Power Generation Project or Project: The set of activities performed at the expense and risk of [one or more investors](#) to generate energy using wind speed in maritime areas, using human, physical, and monetary resources, in accordance with an established period and budget. The Marine Substation and Submarine Cable are part of the Project.

Removal: The act of removing all equipment and elements that are or were part of the ongoing activities of the Temporary Occupancy Permit, with prior authorization from DIMAR.

Award Resolution: A document issued by DIMAR once the Process has finished, which will be notified to the selected Bidders. Once the Award Certificate has been communicated, the Bidders will have ninety (90) business days to deliver the bid guarantee described in article 31 of

Resolution 40284 of 2022, its amendments and the other documents required to formalize the Temporary Occupancy Permits.

Supplier Selection and Contracting: This includes the activities associated with purchasing major equipment and infrastructure installation services necessary to develop an offshore wind power generation project.

Control Situation: A control situation occurs when an individual or legal entity (Parent or Controlling Company) who, for the purposes of these Specific Terms, will be called "Real Beneficiary," has a shareholding that grants it control or a dominant position over the decisions of a subordinated or controlled company.

A control situation occurs when one of the following legal assumptions is met: (i) When more than 50% of the capital belongs to the parent company, directly, through or with the help of its subordinates, or their subordinates. For this purpose, shares with preferred dividends and without voting rights will not be counted. (ii) When the parent company and subordinate companies jointly or separately have the right to cast the votes that are the minimum decision-making majority at the shareholders' meeting or assembly, or have the number of votes necessary to elect the majority of board members, if there is one, and (iii) When the Parent Company, directly, through or with the help of subordinates, due to an act or business with the controlled company or its partners, exercises a dominant influence in the decisions of the company's management bodies. (Articles 26 and following of Law 222 of 1995).

SIN or National Interconnected System: The system is composed of the following elements connected to each other: power plants and generation equipment, the interconnection network, regional and interregional transmission networks, distribution networks, and the electrical charges of users.

Maritime Concession Application: The procedure through which the holder of a Temporary Occupancy Permit assigned in the Process requests DIMAR for a Maritime Concession to grant them the rights to use and enjoy the maritime area subject to the Permit, seeking to build Offshore Wind Power Generation Projects, in accordance with the provisions of Decree Law 2324 of 1984, modified by Decree 2106 of 2019, or the regulations that modify, add to or replace it.

Connection Request to the National Interconnected System (SIN): An action through which the titleholder of the Permit formally requests the Mining and Energy Planning Unit (UPME, by its Spanish acronym) connection to the SIN and commissioning of a complete electrical installation. This involves connecting the installation to the main electrical network, activating the built connection (the physical connection point between the installation and the network),

installing and commissioning an energy meter, and establishing the internal electrical energy networks within the facility.

Branch of a Foreign Company or Branch: This term is specifically defined in Book One, Title I, Chapter XI of the Colombian Commercial Code, which addresses parent companies, subsidiaries, and branches. Article 263 of the Code states that branches are trade establishments opened by a company, either within or outside its registered domicile, for conducting the company's business activities. This is further elaborated in Title VIII and other related provisions of the same Code, which outline the rules for establishing and operating foreign company branches in Colombia.

Marine Substation: The point of common coupling (PCC) that fulfills the functions of collecting the power injection from the electric power generation units present in the maritime area and carrying out a voltage variation to transport the net energy produced by the Project.

Mining and Energy Planning Unit (UPME): A special administrative unit attached to the Ministry of Mines and Energy, in charge of comprehensive planning for the mining and energy sector, created by Decree 2119 of 1992 and organized according to the provisions of article 15 of law 143 of 1994.

Representative Market Rate (TRM, by its Spanish acronym): It will be given the same definition established by the Bank of the Republic, which refers to "the amount of Colombian pesos per one United States dollar" published by the Financial Superintendence of Colombia, in accordance with the provisions of Article 40 of External Resolution No. 1 of 2018, issued by the Board of Directors of the Bank of the Republic, or the rule that modifies, adds to or replaces it."

Temporary Occupancy Permit Holder or Holder: The legal entity or group of associated legal entities to which the Temporary Occupancy Permit has been granted.

Temporary Union: This refers to a type of partnership outlined in Article 7 of Law 80 of 1993. According to this law, when two or more individuals jointly submit a single proposal for the awarding, celebration, and execution of a contract, they are collectively and individually responsible for fulfilling the entire contract. However, penalties for non-compliance with the obligations stemming from the proposal and the contract will be levied based on each member's participation in the execution of the temporary union.

Chapter Two. Purpose and Scope of the Process

2.1. Purpose

This Competitive Process for granting the Temporary Occupancy Permit over maritime areas, for the development of offshore wind power generation projects (hereinafter called the Process), aims to objectively select the successful bidders of the aforementioned permits. The selection will be made among the previously Qualified Participants, in accordance with the Capacity requirements established in Resolution 40284 of 2022, and its amending Resolution 40712 of December 1, 2023 and the others that substitute, modify or complement them, issued by the Ministry of Mines and Energy (MME) and DIMAR, and in these Specific Terms. The successful bidders will be selected under strict equality of conditions, considering the most favorable offers for DIMAR and for the purposes it intends to achieve, in the terms of the aforementioned Resolution, subject to the applicable legal regime and the mentioned Process.

The Temporary Occupancy Permit grants its titleholder the right to develop and perform the Activities at their own risk and subject to the conditions established in the corresponding administrative act. Moreover, it grants the right to carry out Additional Activities of interest in the awarded maritime Area related to the Project, not of any other interest, and duly authorized by the competent authorities.

2.2. Scope

As indicated, the Process includes the actions related to the Phases or Stages described in Chapter Six of these Specific Terms.

2.3. Legal Regime and Language

The following rules apply to the Temporary Occupancy Permit Award Process and the Temporary Occupancy Permits awarded in its development:

- 1991 Political Constitution of Colombia.
- Law 1115 of 2006 - By which the system and method for setting and collecting rates for services provided by the General Maritime Directorate (DIMAR) is established.
- Law 1437 of 2011 – Code of Administrative and Contentious-Administrative Procedure
- Law 1712 of 2014 - By means of which the Transparency Law and Right to Access National Public Information is created and other provisions are dictated.
- Law 1715 of 2014 - Through which the integration of non-conventional renewable energy into the National Energy System is regulated.

- Law 2099 of 2021 – Through which the provisions for the energy transition, the revitalization of the energy market, the economic reactivation of the country and other provisions are dictated.
- Decree 2324 of 1984 - By which the General Maritime Directorate is reorganized.
- Decree 1081 of 2015 - By means of which the Single Regulatory Decree of the President of the Republic is issued.
- DIMAR Resolution 0204 of 2012 - By which security areas are established along the submarine cable runs in Colombian jurisdictional waters.
- DIMAR Resolution 0135 of 2018 - By which the Colombian Maritime Regulations (REMAC) are issued.
- DIMAR Resolution 0884 of 2019 - By which Title 6 is added to Part 3 of REMAC 5: "Protection of the marine environment and coastlines," regarding the establishment of the criteria and procedures for processing temporary permits in maritime waters, maritime beaches and/or low-tide lands under the jurisdiction of DIMAR.
- Resolution 240 of 2021 MD – DIMAR – SUBDEMAR – ALIT "By which articles 5.3.6.17, 5.3.6.18, 5.3.6.19, 5.3.6.20, 5.3.6.21 and 5.3.6.22 are added to Title 6 of Part 3 of REMAC 5: "Protection of the marine environment and coastlines," regarding the establishment of criteria and procedures for temporary infrastructure installation for capturing data in maritime waters, maritime beaches and/or low-tide lands under the jurisdiction of DIMAR.
- Resolution 370 of 2021- By which article 6.2.1.7 of REMAC 6 "Insurance and rates" is partially modified, regarding the establishment of rates for services provided by the General Maritime Directorate" (DIMAR).
- Joint Resolution 40284 of 2022 issued by the Ministry of Mines and Energy and the General Maritime Directorate (hereinafter Resolution 40284 of 2022) - Through which the competitive process for granting the Temporary Occupancy Permit over maritime areas for the development of Offshore Wind power Generation Projects is defined, the first round is called and other provisions are dictated, [amending Resolution 40712 of December 1, 2023 and any other resolutions that may substitute, modify or complement them.](#)
- Resolution 40234 of 2023 - "By which certain functions are delegated to the National Hydrocarbons Agency – ANH."
- Resolution 0047 of 2023 of the MD – DIMAR - DIRECTION - "By which Resolution 0794 of November 20, 2020 is repealed, which added Title 10 of Part 3 of REMAC 5 "Protection of the Marine Environment and Coastlines," regarding the establishment of technical criteria and procedures for granting concessions in projects for the development and/or construction of infrastructure to generate non-conventional renewable energy sources (FNCER) to be carried out in the jurisdiction of the General Maritime Directorate (DIMAR)."
- DIMAR Resolution XXX, through which this Competitive Process is launched.

The rules or regulations that develop the aforementioned standards, insofar as they are relevant and applicable, as well as the general rules of private law contained in the Civil Code and Commercial Code are also included.

The actions and procedures inherent to the Process are governed by these Specific Terms and their Addenda, notwithstanding the particular references to provisions related in the above paragraph.

The awarded Temporary Occupancy Permits are subject to the rules established in the draft administrative act in Annex B, which is part of these Specific Terms.

Moreover, in the execution of the referenced Temporary Occupancy Permits, the relevant provisions must be applied with respect to protecting natural resources, ethnic groups or communities, and human rights and due diligence actions for managing environmental and social risks during their activities.

In accordance with the applicable legal regime, the activity inherent to the Temporary Occupancy Permit Award Process and actions of those involved in them must materialize the objective selection mandate and respect the principles that govern the administrative function and fiscal management.

All the outlined rules and texts, as well as others of the legal regime applicable to this action, are presumed to be known by the Interested Parties, Participants, Bidders, Successful Bidders and Holders.

All actions related to the Process will be carried out in Spanish as the official language of the Republic of Colombia. The Spanish language is also commonly referred to as Castilian. The above is notwithstanding any documents or information that are occasionally used or allowed to be presented in a different language.

2.4. Non-configuration of a Contractual Relationship Guarantee

The Temporary Occupancy Permits to be awarded in this Process will grant the Holders the authorization to carry out activities under the conditions established in the administrative act that grants them.

The Participants awarded the Area of their interest will acquire rights and contract obligations according to the authorization unilaterally granted to them, taking into account the fact of

having complied with all the requirements established in the Process, as well as having freely expressed their willingness to participate in it with full autonomy.

The granted Temporary Occupancy Permit does not create the right to fully or partially provide, operate, exploit, organize or manage a public service, or the construction, exploitation or full or partial conservation of a work or goods intended for public service or use in favor of the Holder.

By executing and complying with the activities of the granted Permit and complying with the established legal requirements, the Holder may request DIMAR to award a Concession over a portion or all of the Awarded Area to develop the Offshore Wind Power Generation Project.

The decision to initiate the process to grant the Concession over the maritime area during the development of the Temporary Occupancy Permit is completely independent from the Holder, reason why it will be based on its own studies, analyses, results and conclusions of the Activities of the Permit, other conditions, legal and regulatory requirements, and the situation of the country's energy market.

DEFINITIVES

Chapter Three. Content of the Temporary Occupancy Permit and Concession

3.1. On the Temporary Occupancy Permit

In accordance with article 4 of Resolution 40284 of 2022, the Temporary Occupancy Permit grants its Holder the exclusive right over the Awarded Area to develop activities related to measuring and collecting data and information to establish the feasibility of the Project, as well as the necessary activities to obtain licenses and permits to build and operate the Offshore Wind Power Generation Project. For this purpose, the Holder may request granting a Maritime Concession over a portion or all of the Awarded Area in the time and under the conditions indicated in the respective administrative act and in the applicable legal regime.

The above does not limit the Holder to develop Activities related to the purpose of the project, as long as they are previously authorized by DIMAR and/or the competent entities.

The Holder will have autonomy to perform the activities and will assume the technical control, costs and risks inherent to them under the terms established in the administrative act that grants the Permit and applicable legal regime.

3.1.1. Rights and Obligations of the Temporary Occupancy Permit Holder

As established by Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and others that substitute, modify or complement them](#), the nature and purpose of the granted Permit, the Holder acquires the following rights and obligations:

3.1.1.1. Rights

- To perform Activities exclusively in the Awarded Area related to measuring and collecting data and information to establish the feasibility of the Project.
- To perform the necessary procedures to obtain licenses and permits for the subsequent construction of the Offshore Wind Power Generation Project in the Awarded Area.
- To request permits from DIMAR to carry out measurements in the possible corridors of the Submarine Cable, in order to determine what its route will be for connection to the National Interconnected System (SIN), [when this is its purpose](#).
- To request modifying the schedule and S Curve of the Temporary Occupancy Permit according to the requirements established in article 11 of Resolution 40284 of 2022 and its amendments.

- To request modifying the Temporary Occupancy Permit Holder, having complied with the requirements of article 12 of Resolution 40284 of 2022 and its amendments, along with the authorization from DIMAR.
- To renounce the Temporary Occupancy Permit without penalties or execution of the performance guarantee, as long as it meets the conditions established in sections (i) and (ii) of article 7 of Resolution 40284 of 2022 and its.
- To request DIMAR to grant the Maritime Concession to develop the Offshore Wind Power Generation Project, complying with the requirements established in article 8 of Resolution 40284 of 2022, [amending Resolution 40712 of December 1, 2023 and others that substitute, amend or complement them, and other current regulations.](#)
- To develop Additional Activities, as long as they are related to compliance with the Purpose of the Permit and the authorizations and permits required by the applicable legal regime are obtained.
- To contract the acquisition of goods and services to perform the Activities through national and foreign suppliers.

3.1.1.2. Obligations

- To pay the cost of the procedure to obtain the Temporary Occupancy Permit, in accordance with what DIMAR defines in applying Law 1115 of 2006.
- For Plural Bidders who have presented a Promise of Future Partnership, it is necessary to establish this partnership prior to the formalization of the Temporary Occupancy Permit, in accordance with Article 18, paragraph b, of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023, and any subsequent modifications or additions.](#)
- To update and keep the performance guarantee for the Permit referenced in article 31 of Resolution 40284 of 2022 and these Specific Terms in effect, as well as those for compliance with labor obligations and non-contractual civil liability, in accordance with the provisions of paragraphs 10.3, 10.4 and 10.5 of these Specific Terms.
- To comply with the Activities established in the S Curve and the schedule included in the offer presented in the Process to obtain the Temporary Occupancy Permit.
- To hire the S Curve Audit and schedule provided in the offer, and cover the costs derived from said service.
- To cover the costs of the compliance inspection for the Temporary Occupancy Permit and administration services of maritime areas according to the tariff regime established in Law 1115 of 2006, or the regulation that amends, adds to, or replaces it.

- To provide the information and supporting documentation requested by the auditor, inspector or DIMAR as part of monitoring the Activities and complying with the obligations of the Permit.
- To deliver and keep the information and data collected during the validity of the Temporary Occupancy Permit available to DIMAR, which will be used for planning, monitoring and protecting the marine environment in the short, medium and long-term. The information provided by the Holder will be considered classified information, in accordance with the provisions of Law 1712 of 2014, Decree 1081 of 2015 and other regulations that amend, add to or replace them. Notwithstanding, DIMAR may publish in the Colombian Center for Oceanographic Data – CECOLDO data related to oceanography, geochemistry, and marine meteorology, obtained through measurements during the permanence time of the infrastructure and applying established procedures, standards, and best practices, and according with the General Maritime Directorate's technical and scientific data policy.
- Once the Holder determines the feasibility of the Project, they must update the Technical Skill Transfer Program submitted with the Offer, which will be required by DIMAR as one of the requirements of the Concession application.
- Within ninety (90) Business Days after the Temporary Occupancy Permit becomes effective, the Holder must develop and present to DIMAR a schedule for executing the activities outlined in the Technical Capacity Transfer Program provided with their Bid, to be carried out over the duration of the Permit.
- To structure and undertake information activities and receive concerns about the Project with the Project's communities of interest.
- To grant and keep non-contractual civil liability policies, and salary and social benefit payment policies in effect.
- To develop the necessary prior activities to request an environmental license, in accordance with the current regulations on the dates indicated in the S Curve.
- To request certification from the Colombian Institute of Anthropology and History, when applicable.
- To request and obtain a certificate of the presence of ethnic communities and perform prior consultations when required according to the current regulations and the type of activity to be performed.
- To comply with the other obligations established in the REMAC and DIMAR Resolution 0884 of 2019 or that which amends, adds to or replaces it.
- To comply with DIMAR requirements for all purposes of modifying the Temporary Occupancy Permit Holder. In cases in which the Holder is subject to a merger, spin-off or change of beneficial or controlling beneficiary, to inform DIMAR and demonstrate that the Pre-qualification conditions based on which the Permit was awarded have been maintained, under penalty of being considered a non-compliance and grounds for its termination.

- To comply with the legal framework regarding local workforce engagement and procurement of goods and services.
- ~~To comply with the minimum quotas for national content in the supply of goods and services.~~
- To take advantage of the DIMAR Sanctionary Regime, regulated in Title V of Decree Law 2324 of 1984.
- To comply with technical and industrial safety, operational safety, environmental safety and corporate social responsibility standards as determined in national and international regulations, as well as good practices in the energy industry.
- In the event of the Permit's termination for any reason other than granting the Concession, to return the area and remove the elements used in the assigned maritime area to perform the activities derived from the Temporary Occupancy Permit, with authorization from DIMAR.

3.2. Formalization of the Temporary Occupancy Permit

Once the proposal evaluation phase is complete, and once the procedure referenced in section 7.8 Examination and Verification of the Pre-qualification Documents of these Specific Terms has been exhausted, DIMAR will select the Successful Bidders through an Award Resolution communicated to the selected Bidders. Following the issuance of the Award Resolution, the Successful Bidders have ninety (90) **Business Days** to fulfill the prerequisites for the Administrative Act granting the Temporary Occupancy Permit, including the establishment of the Promised Company, as per their participation in the Process and subsequent Pre-qualification, if applicable.

- a) To establish and deliver the Performance Guarantee for the Temporary Occupation Permit to DIMAR.
- b) Having established and delivered the non-contractual civil liability policy and salary and social benefits payment policy to DIMAR.
- c) To establish the Promised Company based on which they participated in the Process and for which Pre-qualification was obtained, if applicable. **Furthermore, a clause must be incorporated to establish a joint liability regime among the partners concerning the obligations stemming from the issuance of the Temporary Occupancy Permit.**
- d) Evidence of forming a Consortium, Temporary Union, or Company Partnership with a Public or Mixed-Energy Sector Enterprise, having shareholding participation from the Nation in the energy sector, is required.

- e) If a joint and several debtor guarantee has been presented electronically in the Pre-qualification stage, the Successful Bidders must send it physically to DIMAR for the issuance of the Administrative Act of the Temporary Occupancy Permit.
- f) To comply with the requirements established by Colombian Maritime Regulation No. 5.
 - i. Detailed description of the subject of the data capture, areas to be occupied, as well as the type of elements and materials of the infrastructure to be installed, without using materials that present environmental risks.
 - ii. A stability study of the infrastructure to be installed, which must comply with the safety and environmental protection criteria.
 - iii. Plan of the sector or area that is the subject of the request and projected location for the elements to be installed in the National Geocentric Reference Framework (MAGNA-SIRGAS, by its Spanish acronym), Official Datum of Colombia.
 - iv. In the corresponding events, the Preventive Archeology Program must be presented to the Colombian Institute of Anthropology and History (ICANH), in accordance with Article 131 of Decree 2106 of 2019.
 - v. Current documentation of the motor vessels to be used in operations or activities in maritime waters.
- g) A copy of the Certificate of Incorporation and Legal Representation issued by the Chamber of Commerce at least ninety (90) Calendar Days before the presentation of the documents, in the case of national legal entities, and its equivalent in the case of foreign legal entities, as well as a copy of the I.D. of the Legal Representative and members of the Plural Bidder who will be Holders of the Permit.
- h) Establishing a Branch of a Foreign Company in Colombia should when it is required.

DIMAR will review the legal compliance of the related documents within thirty (30) Business Days of their submission. If compliant, DIMAR will issue the Administrative Act that grants the Temporary Occupancy Permit.

As per Article 28 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023](#), and [any future amendments](#), if the Successful Bidder fails to meet the necessary obligations for formalizing the Permit, DIMAR will not issue the Permit. Instead, it will execute the Bid Guarantee of the Offer. In these events, DIMAR will proceed to award the Permit to the corresponding Bidder according to the final eligibility list.

3.3. Audit and Inspection

3.3.1. Audit during the Temporary Occupancy Permit.

During the validity of the Temporary Occupancy Permit, DIMAR and the Ministry of Mines and Energy may request audit reports that account for compliance with the milestones, activities and characteristics according to the S Curve and schedule presented in the Offer for Awarding the Temporary Occupancy Permit from the Auditor or Permit Holder.

Audit reports are prepared annually and must be prepared by auditing firms selected by the Holder from the list provided for new or special generation plant or unit construction audits published by the National Operations ~~Center~~ [Council](#).

The S Curve Audit costs and schedule must be covered by the Temporary Occupancy Permit Holder under the terms of article 10 of Resolution 40284 of 2022., paragraph 1, subsection b) of the amending Resolution 40712 of December 1, 2023, and any subsequent modifications or additions.

[The Auditor is required to provide copies of all audit reports to the Ministry of Mines and Energy.](#)

3.3.1.1 Functions of the Auditor

The audit firm hired by the Holder of the Temporary Occupancy Permit, selected from the roster published by the National Operations Council (CNO), will perform the following general duties:

1. [Ensure compliance with the S-Curve and the timeline of activities to be conducted under the Temporary Occupancy Permit, as outlined in Article 34 of Resolution 40284 of 2022, its amending Resolution 40712 of December 1, 2023 and any others that may substitute, modify or complement them.](#)
2. [Provide annual audit reports and issue a certificate confirming the execution and adherence to the monitoring and closure activities conducted by the Successful Bidder](#)

under the Temporary Occupancy Permit, detailing progress, results, goals, and objectives met.

3. Requesting any necessary reports and documents and summoning the required meetings to fulfill their responsibilities. Accordingly, they may sign the minutes that document the meetings, agreements, and disputes between parties, as well as partial progress and final reports.
4. Inform DIMAR of any potential non-compliance by the Successful Bidder. To this end, they will conduct the necessary field visits and include supporting evidence in the report.
5. Promptly identify risks that could impact the Wind Energy Generation Project's efficacy and recommend measures to mitigate them.
6. Present an audit report on the fulfillment of activities projected in the S-Curve and the timetable of the Offer to support requests for extension, modification, or relinquishment by the Holder of the Temporary Occupancy Permit, aiming to reach an appropriate decision and determine if conditions warrant the application of penalties and/or the activation of the performance guarantee.
7. Monitoring and oversight of the Technical Skill Transfer Program.
8. Manage administrative and human resource aspects of the project, whereby they will certify compliance with social security, occupational health, contingency planning, environmental regulations, and other applicable standards by the Holder of the Temporary Occupancy Permit.
9. Preparing and delivering the reports requested by the control bodies. Moreover, informing and reporting any act or omission that affects public morality to the competent authorities with the corresponding supporting documentation.
10. Review adherence to technical norms, particularly those associated with comprehensive maritime safety, as stipulated in the Temporary Occupancy Permit.
11. On the Commissioning Date (FPO, by its Spanish acronym), the audit must present the density (in MW/km²) and the installed capacity.

3.3.2. Inspection

The DIMAR may select one of its inspectors to verify compliance with obligations not related to the S Curve and the Temporary Occupancy Permit schedule.

~~Reasonable inspection costs must be covered by the Temporary Occupancy Permit Holder under the terms of article 10 of Resolution 40284 of 2022.~~

The fee for inspections, as determined by DIMAR under Law 1115 of 2006, is the responsibility of and shall be covered by the Temporary Occupancy Permit Holder.

3.3.2.1 Inspectors' Responsibilities

Inspectors designated by the General Maritime Directorate are tasked with ensuring adherence to obligations set out in the administrative act that authorizes the use of a public property of the Nation for Offshore Wind Energy Generation Project, throughout its duration. Their specific responsibilities include:

1. Ensure the project's activities are executed as planned, review the contents of resolutions and technical opinions regarding the approved projects, as well as commitments and duties listed in the Administrative Acts, authorizations, and other concepts issued, and address any queries from the maritime authority concerning these matters.
2. Verifying compliance with the special requirements in Rule 39 of Annex I of the MARPOL Convention for fixed or floating platforms and those corresponding to the facilities prescribed in Rules 12, 14 and complementary rules.
3. Making sure only authorized personnel are responsible for handling and storing waste from harmful liquid substances on board, in appropriate containers until their disposal. Request from the Operator, its contractor or subcontractor, and with the assistance of the support or supply vessel Inspector, written evidence of proper final disposal in compliance with Rules 13 and 18 of Annex II, supplementary provisions, and Annex V of the MARPOL Convention, ensuring proper recording in the corresponding Cargo Record Book or Garbage Record Book, as well as confirming the training of assigned personnel for this task.
4. Similarly, oversee the handling of hazardous materials waste until it is delivered to port, and request certification of proper final disposal according to the IMDG Code.

5. Verify the compliance with established procedures by coordinating with the designated person on board for reviewing manuals, procedures, and instructions associated with the ISM Code and security - PBIP Code.
6. For vessels, where applicable, reviewing the standard procedures in the Shipboard Oil Pollution Emergency Plan (SOPEP) related to the transfer of substances, and overseeing all the prescribed safety measures to prevent incidents that could affect the marine environment, in alignment with the requirements of Rule 37 of Annex I of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the 1978 Protocol, including the color coding of flanges during bulk substance transfer operations.
7. For authorized support and supply ships, check compliance with the Code of Safe Practice regarding the transport of cargo and people as per the OSV Code.
8. If applicable for the operation, making sure support or supply vessels are not used to drive, divert or encourage marine fauna to leave the area of operations for any reason.
9. Confirming the safety of motor ship maneuvers to secure navigation and human life at sea.
10. Checking for compliance with the Communication Plan with relevant authorities, such as DIMAR, AID Port Authorities, the Coast Guard, etc., to sustain an ongoing and relevant exchange of information about the progress of authorized activities.
11. Checking daily weather reports and analyzing them with those responsible on board.
12. Ensure that awareness sessions for staff are conducted, addressing basic norms of safety, hygiene, and conduct.
13. Promptly notifying the General Maritime Directorate, Captain or person in charge of the operation on board of any risk situation, detected anomalies or work-related accidents that occur on board.
14. Submitting quarterly reports in written or digital form, supplemented by audiovisual aids, diagrams, and any other pertinent information on the progress of authorized activities and findings during inspections.

3.4. Validity of and Modifications to the Permit

The Temporary Occupancy Permit for the Awarded Area is granted for an eight (8) year term. The Holder may request modifications to the schedule and S Curve from DIMAR based on any of the causes established in article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and any others that may substitute, amend or complement them.](#)

The request to modify the Project schedule must be submitted in writing to DIMAR. A copy of it will be sent to the auditor, who must send DIMAR their opinion on the modification request, for the decision to be adopted within twenty (20) [Business Days](#) after submitting said opinion.

The Successful Bidder may request up to one-year modifications to the Schedule and S-Curve of the Project during the validity of the Temporary Occupancy Permit, based on facts other than those stated in sections a, b, c and d of Article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and any others that may substitute, amend or complement them.](#) In this case, the value of the Performance Guarantee's coverage must be double the amount in effect at the time of requesting the modification.

When the purpose of the project associated with the Permit or Concession is not to generate energy to be injected into the National Interconnected System (SIN), but rather to be generated for other purposes, it must request modifying the Schedule and S Curve of the project, only once, during the validity of the Temporary Occupancy Permit. In this case, the developer must add milestones related to the planning associated with the purposes of the energy project, a change that will not generate an adjustment to the amount of the Performance Guarantee.

3.5. Modification of the Temporary Occupancy Permit Holder

The Temporary Occupancy Permit and Maritime Concession Holder may request a change to in holder at any time. To this end, the Permit or Concession Holder will submit an application to the DIMAR proving that the proponent interested in being the new holder meets the following requirements:

- a) To meet at least the pre-qualifying requirements, and with equal or better conditions, that granted the qualification score to the current titleholder in the evaluation phase of the Competitive Process; and,
- b) A document in which they undertake to assume the burdens and obligations derived from the temporary occupancy permit or maritime concession, under the same conditions.

If DIMAR finds it appropriate, based on the study of the documents and the qualities of the beneficiary, it will authorize modifying the holder of the permit or concession through an administrative act.

The initial beneficiary must keep the guarantees associated with the Temporary Occupancy Permit or Maritime Concession in effect and will be responsible for complying with said obligation until the guarantees that the titleholder must grant in favor of the Nation - Ministry of Defense - DIMAR are accepted.

In the event that the Holder is formed under the [Consortium or Temporary Union](#) modality and the substitution or departure of one of its members occurs, DIMAR will evaluate if the [Consortium or Temporary Union](#) complies and maintains at least the qualifying requirements, with equal or better conditions, that granted the qualification score to the Holder in the evaluation phase of the Competitive Process.

In the event a Change in Parent or Controlling Company occurs, DIMAR must be informed in a timely manner, and the Company must comply with the same requirements presented in the Pre-qualification Phase.

3.6. Change of Real or Controlling Beneficiary

A company is deemed subordinate or controlled when its decision-making is influenced by another entity or entities, known as its Parent or Controlling Company, whether directly or indirectly through the subsidiaries of the Parent. Therefore, any corporate transaction that involves a change in Real or Controlling Beneficiary of the Holder, Operator and/or proponent or proponents who have accredited the Pre-qualification requirements ~~in cases of Consortium or Temporary Union~~, which does not meet those of the previous one, based on which the Pre-qualification and/or Award was obtained, may lead to initiating an administrative sanctioning process governed by Law 1437 of 2011 or any other applicable law. Consequently, such transactions must be reported to DIMAR, [within three \(3\) months following the occurrence of the same](#), accompanied by the supports that allow establishing the conservation of the Enabling requirements. This commitment must be assumed by pre-qualification Applicants, Bidders, Successful Bidders, and Holders.

The same rules apply to mergers or spin-offs of the Holder, legal entity of the Individual Bidder, Operator in the case of Consortium or [Temporary Union](#), or any other member thereof, who has accredited the Pre-qualification requirements, in order to establish that the foundations that enabled it are maintained.

The Holder's duty to inform DIMAR of these events must be a matter of formal and irrevocable commitment.

3.7 Resignation

The Holder may resign at any time during the validity of the Temporary Occupancy Permit or TOP, in which case DIMAR may accept the resignation by means of a reasoned administrative act.

The Holder may renounce the Temporary Occupancy Permit without penalties or without having to execute the performance guarantee, as long as the following conditions are met:

- (i) That the Audit provides a report showing that the activities provided in the S Curve and Offer schedule as of the date of request for said report were fulfilled. To issue said report, the Successful Bidder must request it directly from the auditor.
- (ii) That the Successful Bidder submits a report explaining the technical or economic unfeasibility of the Project, not attributable to the developer, that justifies its non-completion.

In the event DIMAR finds that any of the previous conditions are not met to renounce the Permit without penalties or execution of the bid guarantee, it will accept the resignation through a reasoned administrative act against which only an appeal for replacement is admissible and will order the execution of the performance guarantee of the Temporary Occupancy Permit.

Once the administrative act through which DIMAR accepts the Successful Bidder's resignation is final, the latter must deliver the results of the studies and research carried out during the time they held the Temporary Occupancy Permit to DIMAR, for which they will have a period of up to fifteen (15) Business Days. This information will only be used for planning, monitoring and caring for the marine environment in the short, medium and long-term. The information provided to DIMAR will be considered classified information, in accordance with the provisions of Law 1712 of 2014, Decree 1081 of 2015 and other regulations that amend, add to or replace them.

3.8 On the Maritime Concession Application

Once the Temporary Occupancy Permit has been obtained and the activities covered by it have been developed, its Holder will have the option to request a Maritime Concession from DIMAR, which would be granted upon verification of compliance with the legal requirements. The Maritime Concession grants the exclusive right over the Concessioned Area to develop activities related to generating power and connecting to the National Interconnected System (SIN), for

which it will carry out the necessary activities for the construction, operation, maintenance and decommissioning of the Project.

3.8. 1 Procedure for Requesting and Obtaining the Maritime Concession

In the event the Holder decides to request a maritime concession from DIMAR, they must submit said request at least nine (9) months before the expiration of the term of the Temporary Occupancy Permit. In accordance with article 8 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#), the request must be accompanied by the application for a Concession for the length of the Submarine Cable, for which the Holder must comply with the provisions of Decree 2325 of 1984, amended by Decree 2106 of 2019, or the rule that amends, adds to or replaces it.

The Holder of the Temporary Occupancy Permit may request DIMAR to grant the Concession for the development of the Wind Power Generation Project, as long as (i) compliance with the terms and obligations of the Temporary Occupancy Permit has been previously certified; (ii) the documentation, permits and licenses necessary to build the Project in the terms established in article 8 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and others that substitute, amend or complement them](#); (iii) presentation of the [updated](#) Technical Skills Transfer Program, [under the parameters established in these Specific Terms](#); and (iv) ~~They have a shareholding agreement with the Company with National Shareholding in the Energy Sector with which the Temporary Occupancy Permit was awarded.~~ [Present the constitution of the Consortium, Temporary Union or Partnership with a Public or Mixed Private-Public Ownership Company of the Colombian Energy Sector, with which the Temporary Occupancy Permit was awarded.](#)

Once the documentation is received, DIMAR will review and, if appropriate, proceed with the publication stage of the notice, under the terms established in Decree 2106 of 201. This will publish the notice of the Concession request on the corresponding platform for the process of assigning offshore areas, for a period of twenty (20) [Calendar Days](#), within which oppositions from third parties may be presented. These must be resolved according to the provisions of article 38 of the CPACA. Said notice must contain the following information: (i) The purpose of the project, (ii) Applicant (Legal entity), (iii) Location and boundaries of the land or area in which the project is to be built, with its respective coordinates and extension.

After the publication of the notice, and once any opposition has been resolved, if they arise, DIMAR will proceed to issue the Administrative Act by which it grants the Concession to the Holder.

When they submit the Concession application, the Holder may ~~adjust~~ **update** the Technical Skill Transfer Program presented with the Offer, in accordance with the data obtained during the validity of the Temporary Occupancy Permit.

Failure to comply with the legal requirements for the Maritime Concession application will result in DIMAR rejecting the application. DIMAR will not assume responsibility for reimbursing the costs associated with the application, nor the expenses derived from the activities of the Temporary Occupancy Permit.

3.9 Rights and Obligations of the Maritime Concession Holder

In accordance with Resolution 40284 of 2022, its amending Resolution 40712 of December 1, 2023, and any subsequent modifications or supplements, the holder of a Maritime Concession is entitled to specific rights and obligations:

3.9.1 Rights

- To use and enjoy the maritime public use property that is the subject of the Concession.
- To develop activities related to the construction, operation, maintenance and decommissioning of the Project.
- To perform activities necessary to generate power and connect to the National Transmission System, for the latter case, in the event the Holder has chosen to supply energy to said System.
- To request extensions of the term granted for the Concession.

3.9.2 Obligations

- To cover the costs of the follow-up audit on compliance with the schedule and S-Curve of the Maritime Concession, according to the conditions described in article 34 of resolution 40284 of 2022, **its amending Resolution 40712 of December 1, 2023 and others that substitute, amend or complement them**, as well as the audit necessary to extend the concession.
- Cover the costs of inspections to verify compliance with obligations, in accordance with what is described in article 34 of Resolution 40284 of 2022, **its amending Resolution 40712 of December 1, 2023 and others that substitute, amend or complement them**.
- To provide the information or supporting documentation requested by the auditor and inspector as part of project monitoring.

- To establish and update the Performance Guarantee of the Concession and the Decommissioning Guarantee.
- To grant and keep the non-contractual civil liability policy and salary and social benefits payment policy in effect.
- To comply with the S Curve of the Maritime Concession and schedule presented when requesting the Maritime Concession.
- If information is collected during the Maritime Concession, it must be made available to DIMAR, which will be used for planning, monitoring and protecting the marine environment in the short, medium and long-term. The information provided by the Holder will be considered classified information, in accordance with the provisions of Law 1712 of 2014, Decree 1081 of 2015 and other regulations that amend, add to or replace them.
- To guarantee a distance of minimum one (1) nautical mile of separation between Awarded Areas and the closest Offshore Wind Power Projects during construction of the Project.
- To perform the activities for the Technical Skill Transfer Program.
- To perform decommissioning activities at the end of the Concession, and as indicated in the decommissioning plan, or when a ground for the invalidity of the Permit is declared according to article 176 of Decree Law 2324 of 1984.
- To accredit payment of the amount of the procedure to obtain the Concession, and use of the maritime space, in accordance with what DIMAR defines in application of Law 1115 of 2006.
- ~~All those added to the Administrative Act of the Maritime Concession.~~

3.10 Audit and Inspection

3.10.1 Maritime Concession Audit.

During the validity of the Maritime Concession, DIMAR and the Ministry of Mines and Energy may request audit reports that report compliance with the milestones, activities and characteristics according to the S Curve of the Maritime Concession and schedule presented in the formalization of the Maritime Concession.

The Audit reports will be prepared on an annual basis and must be prepared by auditing firms on the provided list of firms that can be selected by the Holder to audit the construction of new or special generation plants or units, published by the National Operations Council Center.

The auditing costs for the Maritime Concession's S-Curve and timeline are the responsibility of the Maritime Concession Holder, as outlined in Article 10 of Resolution 40284 of 2022, paragraph

1, subsection b) of the amending Resolution 40712 of December 1, 2023, and any further amendments or supplements.

The Auditor is required to provide copies of all audit reports to the Ministry of Mines and Energy.

3.10.1.1 Functions of the Auditor

The auditing firm hired by the Concession Holder, selected from the list published by the National Operations Council - CNO, will be in charge of the following general functions:

1. Verifying compliance with the schedule and S Curve of the activities to be carried out during the concession period according to the conditions described in article 34 of resolution 40284 of 2022, paragraph 1 literal b) of amending Resolution 40712 of December 1, 2023 and the others that replace, modify or complement them.
2. Render annual audit reports to DIMAR and issue certification of the execution and compliance of the follow-up and closure activities carried out by the Holder under the Concession granted, identifying the results, goals and objectives achieved.
3. Requesting any necessary reports and documents and summoning the required meetings to fulfill their responsibilities. Accordingly, they may sign the minutes that document the meetings, agreements, and disputes between parties, as well as partial progress and final reports.
4. Informing DIMAR of possible non-compliance by the Titleholder. For such purpose, it shall perform the necessary field tests and shall include in the report the corresponding supports and evidence.
5. Timely warn the Holder and DIMAR of the risks that may affect compliance with the commitments of the S-Curve and the schedule for the offshore wind energy generation project and recommend that the necessary measures be taken to mitigate them.
6. Submit an audit report on compliance with the activities foreseen in the S-Curve and the schedule submitted with the Concession application, in order to accompany the request for extension, resignation, modification or request for early termination by the Concession Holder, so that DIMAR adopts the appropriate decision and establishes whether the Holder meets the conditions for the application of penalties and/or the execution of the collateral for compliance.

7. Monitoring and controlling the Technical Skill Transfer Program.
8. Carrying out the project's administrative monitoring and human resource management, in light of which it will certify compliance with the obligations of the Concession Holder, in terms of social security, occupational health, contingency plans, environmental standards, and any other applicable standards.
9. Preparing and delivering the reports requested by the control bodies. Moreover, informing and reporting any act or omission that affects public morality to the competent authorities with the corresponding supporting documentation.
10. Review compliance with the technical standards, especially those related to maritime integral safety, applicable to the activities authorized in the Maritime Concession.

3.10.2 Inspection

DIMAR may select one of its inspectors to verify compliance with obligations not related to the Concession S Curve and schedule.

~~Reasonable inspection costs must be covered by the Maritime Concession Holder under the terms of article 10 of Resolution 40284 of 2022.~~

The inspection fee set by DIMAR under Law 1115 of 2006 is to be paid and covered by the Maritime Concession Holder.

3.10.2.1 Inspectors' Responsibilities

The inspectors appointed by the General Maritime Directorate will verify compliance with the obligations established in the Concession during the entire time it is in force and will comply with the following specific activities:

1. Verifying compliance with the project's activities, the content of the audits, the Resolutions and Technical Opinions referring to the approved projects, commitments and obligations mentioned in the Administrative Acts, Authorizations and other issued opinions, resolving any concerns regarding them in advance and directly with the General Maritime Directorate.

2. Verifying compliance with the special requirements in Rule 39 of Annex I of the MARPOL Convention for fixed or floating platforms and those corresponding to the facilities prescribed in Rules 12, 14 and complementary rules.
3. Making sure only authorized personnel are responsible for handling and storing waste from harmful liquid substances on board, in appropriate containers until their disposal. Requiring written proof of its adequate final disposition from the Operator, or its contractor and with the support of the Inspector of the support or supply vessel, in compliance with Rules 13 and 18 of Annex II and complementary rules and Annex V of the MARPOL Convention, verifying the fact in the respective Cargo Record Book or Garbage Record Book, as well as training the personnel assigned for this purpose.
4. Verifying the disposal of waste from dangerous goods until its delivery to the port and requiring a certification of final disposal, in compliance with the IMDG Code.
5. Making sure the established procedures are complied with, for which they will coordinate reviewing manuals, procedures and instructions related to the ISM Code and Security - PBIP Code with the A/B person in charge.
6. For vessels, where applicable, reviewing the standard procedures in the Shipboard Oil Pollution Emergency Plan (SOPEP) related to the transfer of substances, and overseeing all the prescribed safety measures to prevent incidents that could affect the marine environment, in alignment with the requirements of Rule 37 of Annex I of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the 1978 Protocol, including the color coding of flanges during bulk substance transfer operations.
7. For support and supply vessels authorized for operation, verifying compliance with the Code of Safe Practices regarding the transportation of cargo and people, in accordance with the OSV Code.
8. If applicable for the operation, making sure support or supply vessels are not used to drive, divert or encourage marine fauna to leave the area of operations for any reason.
9. Confirming the safety of motor ship maneuvers to secure navigation and human life at sea.
10. Checking for compliance with the Communication Plan with relevant authorities, such as DIMAR, AID Port Authorities, the Coast Guard, etc., to sustain an ongoing and relevant exchange of information about the progress of authorized activities.

11. Checking daily weather reports and analyzing them with those responsible on board.
12. Making sure awareness sessions for staff are conducted, addressing topics on basic safety, hygiene and behavior standards.
13. Promptly notifying the General Maritime Directorate, Captain or person in charge of the operation on board of any risk situation, detected anomalies or work-related accidents that occur on board.
14. Submitting quarterly reports in written or digital form, supplemented by audiovisual aids, diagrams, and any other pertinent information on the progress of authorized activities and findings during inspections.

3.11 Validity of the Concession

The Maritime Concession is granted for a term of thirty (30) years. The Holder may request one or more extensions from DIMAR, which together may not exceed fifteen (15) years. The extension request must be submitted no later than ~~one~~ **three (3) years** prior to its expiration.

To proceed with the extension, the Project auditor must issue a report on the maintenance and the status of the Project upon request from the Concession holder.

3.12 Modifications to the Concession

3.12.1 Modifications to the S Curve and Schedule

The Concession Holder may request DIMAR modifications to the S-Curve and the schedule based on any of the grounds set forth in Article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023](#) and any others that substitute, amend or complement them.

The request to modify the Project schedule must be submitted in writing to DIMAR. A copy of the same shall be sent to the auditor, who shall submit to DIMAR its item on the modification request so that a decision may be adopted within **thirty (30) Business Days** after submitting said opinion.

The Concession Holder may request modifications for up to one (1) year of the Schedule and the S-Curve of the Project during the term of the Concession, based on facts different from those set forth in paragraphs a, b, c and d of Article 11 of Resolution 40284 of 2022, [its amending](#)

[Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#). In this case, the value of the Performance Guarantee's coverage must be double the amount in effect at the time of requesting the modification.

3.12.2 Modifications to the Maritime Concession Holder

The beneficiary of the Temporary Occupancy Permit and Maritime Concession may request the change to its titleholder at any time. For this purpose, the Permit or Concession Holder shall submit an application to the DIMAR in which it is accredited that the person interested in being the new holder complies with the following requirements:

- a) To meet at least the pre-qualifying requirements, and with equal or better conditions, that granted the qualification score to the current titleholder in the evaluation phase of the competitive process; and,
- b) A document in which they undertake to assume the burdens and obligations derived from the temporary occupancy permit or maritime concession, under the same conditions.

If DIMAR finds it appropriate, based on the study of the documents and the qualities of the beneficiary, it will authorize modifying the holder of the permit or concession through an administrative act.

The initial beneficiary must keep the guarantees associated with the Temporary Occupancy Permit or Maritime Concession in effect and will be responsible for complying with said obligation until the guarantees that the titleholder must grant in favor of the Nation - Ministry of Defense - DIMAR are accepted.

If, based on a study of the documents and qualities of the potential beneficiary of the modification, they meet the requirements related to the previous paragraphs, DIMAR will authorize modifying the Concession Holder through an administrative act.

The Holder must keep the guarantees associated with the Maritime Concession in effect and will be responsible for complying with said obligation until the guarantees that must be granted by the beneficiary of the modification are accepted.

In the event that the Holder is conformed under the modality of [Consortium or Temporary Union](#) and the substitution in one of its members or the departure of one of its members is presented, DIMAR must verify that the [Consortium or Temporary Union](#) complies and maintains at least, with the qualifying requirements, and with equal or better conditions that granted the

qualification score to the Holder in the evaluation phase of the Competitive Process. In the event a Change in Parent or Controlling Company occurs, it must comply with the same requirements presented to obtain the Maritime Concession.

3.12.3 Change of Real or Controlling Beneficiary

A company is deemed subordinate or controlled when its decision-making is influenced by another entity or entities, known as its Parent or Controlling Company, whether directly or indirectly through the subsidiaries of the Parent. Therefore, any corporate transaction that entails a change of Real or Controlling Beneficiary of the Concession Holder, Operator and/or of the person or persons who had accredited the Pre-qualification requirements ~~in cases of Consortium or Temporary Union~~, which does not meet those of the previous Real or Controlling Beneficiary, based on which the Pre-qualification and/or Award was obtained, may give rise to the initiation of an administrative sanctioning process regulated by the applicable legal regime. Therefore, such transactions must be reported to DIMAR, **within three (3) months following their occurrence**, accompanied by the supports that allow establishing the conservation of Pre-Qualification requirements. This commitment must be assumed by pre-qualification applicants, Bidders, Successful Bidders and Concession Holders.

The same rules apply to mergers or splits of the Concession Holder, the legal entity Individual Bidder, the Operator ~~in case of Consortium or Temporary Union~~, or any other member ~~of the association~~ thereof, which had accredited the pre-qualification requirements, in order to establish that the grounds that gave rise to it are maintained.

The duty to inform DIMAR of these events must be a matter of formal and irrevocable commitment.

3.13 Resignation: Early Termination of the Maritime Concession

~~The Concession Holder may resign at any time during the term without penalties or without any need to execute the performance guarantee, as long as they meet the following conditions:~~

- ~~a. That the Audit provides a report showing that the activities provided in the S Curve and schedule of the Concession as of the date of request for said report were fulfilled. To issue said report, the Concession Holder must request it directly from the Auditor; and,~~

- ~~b. That the Concession Holder submits a report explaining the technical or economic unfeasibility of the Project, not attributable to the developer, that justifies its non-completion.~~

~~If the Holder complies with the above conditions, DIMAR will accept the resignation through a reasoned administrative act.~~

~~In the event DIMAR finds that any of the previous conditions are not met, it will accept the resignation through a reasoned administrative act against which no appeal for reconsideration is applicable and will order the execution of the Performance Guarantee of the Concession.~~

There will be an early termination of the Concession in the event that the occurrence of any of the causes for the execution of the Performance Guarantee of the Concession is verified, prior application of the corresponding administrative procedure. In this case, the area will be free.

However, the Concession Holder may request the early termination of the Concession at any time during its term without penalties or without having to give rise to the execution of the performance guarantee, provided that the following conditions are met:

- a. The Auditor provides a report showing that the activities provided in the S Curve and schedule of the Concession as of the date of request for said report were fulfilled. To issue said report, the Concession Holder must request it directly from the Auditor; and,
- b. The Concession Holder submits a report explaining the technical or economic unfeasibility of the Project, not attributable to the Titleholder or Operator, that justifies its non-completion.

In the event that DIMAR finds that the Holder does not comply with any of the above conditions, it will accept the request for early termination by means of a reasoned administrative act against which only an appeal for reconsideration proceeds, and will order the execution of the performance guarantee of the Concession.

3.14 Performance Guarantee of the Concession

Along with the request for a Maritime Concession, the Holder must present a bank guarantee or Standby letter of credit to DIMAR to support compliance with all the obligations contracted in

the Concession in favor of the Nation - Ministry of National Defense - General Maritime Directorate (DIMAR).

The performance guarantee must be in effect and produce full effects, without interruption, during the entire term of the Concession and up to ~~one~~ ~~three~~ (3) more years.

The Holder may submit independent performance guarantees for terms not less than ~~one~~ ~~two~~ (2) (1) year. The guarantee must be renewed in such a way that there are no uncovered periods.

3.14.1 Amount of the Guarantee

The amount of the guarantee must correspond to the amount resulting from the formula indicated in this section, in United States Dollars (USD).

$$\text{Performance Guarantee Value (VGC)} = \left[99.000.000 - \left[45.000.000 \right] * \left(\frac{\text{CIMP}}{\text{Proposed Cap.}} \right) \right] * \left[\frac{\text{TG} - (n_i - 1)}{\text{TG}} \right]$$

Where:

VGC= Performance Guarantee Value during the Concession in US dollars.

CIMP= Minimum Installed Capacity of the Process in MW

Proposed Cap.= Proposed project capacity in MW

TG = Generation Time (Years). Refers to the duration in years starting from when energy generation commences until the expiration of the Concession. The calculation is as follows: TG = calendar year of the end of the Concession – the calendar year prior to the start of the generation.

n_i = 1, 2, ..., TG. Where, i represents the year for estimating the Compliance Guarantee value, ranging from 1 to TG. Year 1 is the calendar year when generation starts, and TG is the year the concession ends.

3.14.2 Coverage

The Performance Guarantee will cover at least the following:

- a. Damages derived from or related to non-compliance by the Holder with the obligations arising from the Concession, including damages derived from or related to (i) full or partial non-compliance with the Concession; and (ii) late or defective compliance with the Concession's obligations by the Holder;
- b. The amounts the Holder must pay under the Concession for fines and sanctions.

The Performance Guarantees must be created according to the requirements established in article 146 of Regulatory Decree 1510 of 2013, compiled by Articles 2.2.1.2.3.1.7. and 2.2.1.2.3.4.1 of the Single Regulatory Decree of the Planning Sector, 1082 of 2015, and comply with the requirements and conditions established in articles 110 to 113, 116, 121 and 127 of the same Law, compiled by Articles 2.2.1.2.3.1.1 to 2.2.1.2.3.1.4 and 2.2.1.2.3.1.18 of said Single Regulatory Decree, or in the provisions that replace, amend or complement it.

Performance Guarantee renewals must be issued and formally delivered to DIMAR for approval, no less than one (1) month before the date their term must begin. In the event the Performance Guarantee does not fully satisfy any requirement, DIMAR will request the Titleholder for the pertinent amendments, adjustments or corrections, granting a period of eight (8) Business Days to adopt them, so there are no uncovered gaps. DIMAR will reject the performance guarantees presented by the Titleholder when they do not meet all the requirements. Failure by the Holder to obtain, renew or extend the performance guarantee in the required terms is a ground for serious non-compliance with the Concession and will entitle DIMAR to execute the current performance guarantee, in the terms of section 3.14. 3 of these Specific Terms.

3.14.3 Execution of the Performance Guarantee

DIMAR will execute the Performance Guarantee of the Concession in the following duly verified events:

- a) Total, partial, late or defective non-compliance with the Concession by the Holder, supported by audit reports that show a delay in the S Curve and schedule of the Maritime Concession for activities associated with the construction and start-up of the project, as well as all those that precede commissioning the offshore wind power generation project, unless the delay is due to the events discussed in article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#), and the Holder has requested the modification of the S Curve and Schedule in the terms provided therein.
- b) If the auditor's verifications show that the built Project does not comply with the minimum density of 3 Mw/km² on the Commissioning Date (FPO), in accordance with article 21, section f) of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#) and with at least 80% of the installed capacity (in MW) offered.
- c) If the inspections show non-compliance with any of the obligations in the Maritime Concession.

- d) Due to non-delivery or an incomplete delivery of the documentation and information required by the competent authorities for decommissioning, as well as the failure to submit the decommissioning plan to DIMAR.
- e) Due to non-delivery of the decommissioning plan and corresponding guarantee, notwithstanding the Holder executing all the decommissioning obligations acquired in light of the Concession.
- f) If the Performance Guarantee is not renewed and submitted for DIMAR approval within the times provided in the Concession.
- g) By the Declaration of loss of enforceability of the administrative act of the Concession by DIMAR.
- h) Should any other grounds for activating the Compliance Guarantee specified in the Concession and under Article 10 of Resolution 40284 of 2022 and its subsequent amendments arise.

3.14.4 Regulation of Performance Guarantees

The Holder may present any of the following types of guarantees to DIMAR, as long as they meet the special requirements established below, in addition to the requirements provided in the Concession for all performance guarantees:

Types of Guarantees	Minimum characteristics of the issuer	Applicable rules
Standby letter of credit issued in Colombia	<ul style="list-style-type: none"> • It must be a Colombian bank. • On the date of issuance, the issuing bank must have a long-term counterparty rating from a risk rating agency • Risk rating authorized by the Financial Superintendence of Colombia and internationally recognized, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600
Standby letter of credit issued outside of Colombia	<ul style="list-style-type: none"> • It must be a financial entity in the place of issuance. • On the date of issuance, the bank must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600 • It must be confirmed by a Colombian bank.
First-demand guarantee	<ul style="list-style-type: none"> • It must be an entity supervised by the Financial Superintendence. 	<ul style="list-style-type: none"> • URDG758

Types of Guarantees	Minimum characteristics of the issuer	Applicable rules
issued in Colombia	<ul style="list-style-type: none"> On the date of issuance, it must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	

3.14.5 Additional Obligations the Guarantor must Assume

In addition to the obligations to be assumed to comply with the requirements and demands of the Concession, the guarantor of the performance guarantee must assume the following obligations:

1. The guarantor's payment obligation must be upon first demand: The guarantor must unconditionally, absolutely, jointly and irrevocably undertake to pay DIMAR the amounts it requires, up to the full value of the performance guarantee, upon first demand, in the terms provided in the guarantee and Concession. The guarantor must undertake to comply with its obligations under the performance guarantee upon simple notification of non-compliance sent to it by DIMAR. The guarantor must be bound in the sense that, to comply with its obligation to pay, it may not request or demand any additional documentation or requirements other than DIMAR's requirement.
2. The guarantor's obligations must be irrevocable: The guarantor must make both the performance guarantee and obligations assumed under it irrevocable, and any cancellation, modification or revocation of the guarantee must necessarily have the prior, written and express approval of DIMAR.
3. The obligations of the guarantor must be autonomous and independent from those of the Holder: The guarantor must be bound in the sense that the performance guarantee is autonomous and independent from the obligations of the Holder and any other guarantee created in favor of DIMAR, and may be made effective upon first demand, regardless of the execution of any other current guarantee granted by the guarantor and/or Holder in favor of DIMAR.

The guarantor's obligations are enforceable regardless of any of the following circumstances:

- (a) Changes in the corporate existence of the Holder or guarantor, its shareholding structure, or the occurrence of any other procedure that may affect the Holder or guarantor;
 - b) The existence of any claim, compensation or right the guarantor may have at any time against the Holder;
 - c) The existence of any claim, compensation or right the guarantor may have at any time against DIMAR;
 - d) Any dispute, regardless of its nature, that exists or may exist between the Holder and/or DIMAR and/or the guarantor, regardless of whether said disputes are or may be subject to the decision of a judicial or arbitration authority;
 - e) Any extension, ~~waiver~~, or other modification of the obligations of the Holder, whether or not they have been approved by the guarantor;
 - f) Any bankruptcy, insolvency, reorganization, restructuring, readjustment, assignment of liabilities to creditors, liquidation, assignment of assets and liabilities or similar process related to the Holder or any of its properties, whether voluntary or involuntary, or the action taken by the agent, promoter or authority in said procedure.
4. No proposal for exceptions and minimum waivers. The guarantor must undertake to abstain from proposing any type of real or personal exception to DIMAR, including any related to the Concession, the guarantee or the administrative acts issued by DIMAR with respect to executing the guarantee and the Concession.

The guarantor must irrevocably renounce:

- a) Any right that prevents, diminishes, impairs, delays or objects to DIMAR's rights to payment and execution of the performance guarantee. This waiver must include, among other things, but is not limited to, the right to retract or revoke its obligation, as well as the rights in articles 2381, 2382, 2383, 2392 and 2394 of the Colombian Civil Code, or the regulations that amend and replace them, and any and all other situations that may or may not have a basis in the financial, legal or administrative situation of the Holder and/or guarantor, or in a direct or indirect claim to the Holder and/or guarantor or from the Holder and/or guarantor to the DIMAR.
- b) Any judicial or extrajudicial requirement for a notice of default.
- c) To object to or refuse payment for any factual or legal circumstance, other than the absence of a payment requirement by DIMAR.
- d) To object to or refuse payment due to inaccuracies or reticence attributable to DIMAR or the Holder.

5. Payment term: The guarantor must deposit the owed amounts based on the payment requirement by DIMAR in the account DIMAR determines when it makes the respective payment requirement, within a maximum period of one (1) month after receiving the payment request.
6. Net payments: The guarantor must make the payments to DIMAR in the same currency in which the guarantee was issued, free of all deductions for present and future taxes, charges, contributions, deductions, rates or withholdings, established by any competent jurisdiction.

The guarantor must assume that, if the law requires it or any financial entity to deduct and/or retain any of these items with respect to any amount that must be paid under the performance guarantee, after making all necessary deductions and/or withholdings (including the deductions and withholdings applicable to additional amounts that must be paid according to this section), the amount payable must be increased by as necessary for DIMAR to receive an amount equal to the amount that would have been received if such deductions and/or withholdings had not been made.

7. Direct payment: ~~The guarantor must undertake to pay DIMAR directly and to abstain from doing so through third parties unless DIMAR has expressly and previously authorized it.~~ [The guarantor is required to pay directly to DIMAR, unless the guarantor gets prior and express authorization to pay to a third party.](#)
8. Exchange obligations: The guarantor must undertake to comply with all obligations and carry out all applicable and pertinent procedures, in accordance with the international exchange regulations provided in Colombian regulations and/or the issuing jurisdiction and/or any other jurisdiction that establishes any exchange rate requirements.
9. Information to DIMAR: The guarantor must immediately inform DIMAR of any fact or circumstances that may affect the existence, validity, enforceability, compliance or execution of the performance guarantee.

3.15 Decommissioning the Concession Area and Decommissioning Plan Program

Due to the importance of guaranteeing the correct use of resources and protecting the marine environment, the Holder must present and inform DIMAR of the schedule of the decommissioning process and present the Decommissioning Plan no less than three (3) years before the Concession ends. The above is for the public use assets that have been provided in concession to be returned in the state in which they were granted at the end of the Concession

period, complying with the environmental restoration requirements required by the environmental regulations in effect at the time of decommissioning.

To make the decommissioning requirement effective, whether full or partial, the titleholder must present the environmental permits and other authorizations required according to the legal regime when developing said activity.

In addition, the Concession Holder must create a decommissioning guarantee, in accordance with the provisions of Article 33 of Resolution 40284 of 2022 and the Administrative Act that grants a Maritime Concession.

3.15.1 Decommissioning Guarantee

The Concession Holder must establish a Standby letter of credit or bank guarantee in favor of the Nation - Ministry of Defense - DIMAR. Said guarantee must have the purpose of protecting, guaranteeing and securing compliance with the Decommissioning Plan, for the decommissioning and decommissioning the equipment and infrastructure associated with the Project that was built in the assigned area, with the environmental permits that apply to this activity.

3.15.2 Decommissioning Plan

The Offshore Wind Power Generation Project must include the corresponding Plan for decommissioning buildings, equipment, facilities and infrastructure incorporated into the Concession Area, under the environmental, social and safety guidelines established by the regulation, with a detailed schedule of decommissioning activities that will be updated during the first quarter of each following year after its presentation.

Before starting decommissioning activities, the Decommissioning Plan must be updated and presented to DIMAR for approval. Only after approving the Decommissioning Plan may the Concession Holder initiate the decommissioning procedure, develop it and complete it, in compliance with the conditions and requirements established in the Concession and the provisions of the regulation.

3.15.3 Obligation to Create and Maintain a Decommissioning Guarantee:

In the first quarter of the year following [the date on which energy generation begins](#), the Concession must create a Decommissioning Guarantee to ensure the availability of the financial resources necessary to advance the Decommissioning Plan mentioned in the preceding

paragraph. The Concession Holder must present a Standby Letter of Credit or bank guarantee to guarantee the resources for the Decommissioning Plan.

3.15.4 Amount of the Decommissioning Guarantee

The amount of the Decommissioning Guarantee, at the end of each calendar year, will be the result of applying the following formula:

$$GD_n = (CDCIG_n) * (n_i / TG)$$

where:

GD: Decommissioning Guarantee (USD\$), derived from this formula, is updated annually and established in the year following the commencement of energy generation.

CDCIG: Cost of Decommissioning the Generated Installed Capacity (USD\$), representing the expenses the Concession Holder will incur for dismantling construction, facilities, and generation, transmission, and interconnection equipment, in addition to environmental cleaning and restoration. This cost must be annually reported by the Concession Holder and validated and certified by the statutory auditor.

TG= Time of Generation (Years). Refers to the duration in years starting from when energy generation commences until the expiration of the Concession. The calculation is as follows: TG = the calendar year the concession ends minus the calendar year before generation starts.

n_i = 1, 2, ..., TG. In this, i represents the year for estimating the Compliance Guarantee value, from 1 up to TG, where 1 is the start year of generation, and TG is the concession's concluding year.

The Decommissioning Guarantee calculations are based on the necessary investments in U.S. dollars (USD\$) for constructing, equipping, and providing the infrastructure needed for energy generation using offshore wind speeds in the concessioned area.

The amount of the Decommissioning Guarantee, at the end of each calendar year, will be the result of applying the following formula:

$$GD_n = \frac{(CDCIG \cdot n) * (n / TG)}{n}$$

where:

GD : Decommissioning Guarantee (USD\$)

CDCIG: Cost of Decommissioning the Generated Installed Capacity (USD\$)

TG : Time of Generation (Years)

n : GD estimation year

All calculations of the amount of the Decommissioning Guarantee will be made based on the investments for the construction, equipment, facilities and infrastructure of power generation, expressed in United States dollars (USD\$).

The Concession Holder will update the amount of the Decommissioning Guarantee annually, according to the progress of the project, through a report that will include the values of the investments executed in construction activities, equipment, facilities and infrastructure, and in accordance with the schedule and S Curve of the Concession.

The Concession Holder will make the report as of December 31 each year by attaching the certificate issued by the Statutory Auditor, stating that said information has been duly audited. This report will be delivered to DIMAR no later than January 31 of the year following the reporting year.

In the event updating the value of the Decommissioning Guarantee implies a reduction due to having carried out decommissioning activities, the value of the CDCIGI will be adjusted according to the value accredited by the Holder and certified by the statutory auditor.

In the event power was not being generated as of December 31 of the previous year, the CDCIG of the last year in which energy was generated will be taken.

Compliance with the obligations referenced in this clause does not exempt the Concession Holder from its obligation to carry out all decommissioning operations of the Concession Area at its cost and risk.

3.16 Obligation to Create and Maintain a Decommissioning Guarantee

The Concession Holder must establish a guarantee to ensure compliance with the activities inherent to the decommissioning and environmental restoration plan of the area at the end of the Concession.

In that sense, and in order to guarantee the availability of the resources required for the decommissioning plan, the Concession Holder is obliged to create and maintain a guarantee in effect in the terms of this section ("**Decommissioning Guarantee**"). Failure to do so is a ground for serious non-compliance thereof.

3.16.1 Purpose and Coverage of the Decommissioning Guarantee

The purpose of the Decommissioning Guarantee must be to guarantee and secure the availability of the resources required to execute the activities of the Decommissioning Plan.

3.16.2 Review and Approval of Decommissioning Guarantee

For the purposes of approving or rejecting the Decommissioning Guarantee, DIMAR must:

1. Verify its authenticity with the issuer.
2. Make sure it covers the obligations established in the Concession.
3. In the event the Decommissioning Guarantee does not fully satisfy any requirement, DIMAR will immediately request the pertinent amendments, adjustments or corrections from the Concession Holder, determining the peremptory period to adopt them, so there are no uncovered gaps.
4. DIMAR will reject the guarantees presented by the Concession Holder when they do not meet all the legal requirements. The Titleholder's failure to obtain, renew or extend the Decommissioning Guarantee in the required terms is a ground for serious non-compliance with the Concession and will entitle DIMAR to execute the current Decommissioning Guarantee or the Performance Guarantee of the Concession, when applicable.

3.16.3 Term of the Decommissioning Guarantee

The Decommissioning Guarantee and the guarantor's obligations must be in effect and produce full effects, without interruption, until decommissioning has been completed. It must be issued with annual validity and renewed annually.

Decommissioning Guarantee renewals must be issued and formally delivered to DIMAR for approval no less than one (1) month before the date their term must begin. In the event the Performance Guarantee does not fully satisfy any requirement, DIMAR will request the Titleholder for the pertinent amendments, adjustments or corrections, granting a period of eight (8) **Business Days** to adopt them, so there are no uncovered gaps.

DIMAR will reject decommissioning guarantees presented by the Titleholder when they do not meet all the requirements. The Titleholder's failure to obtain, renew or extend the decommissioning guarantee in the required terms is a ground for serious non-compliance with the Concession and will entitle DIMAR to execute the current decommissioning guarantee, in the terms of section 3.16. 6 of these Terms and Conditions.

The Decommissioning Guarantee will remain in effect and will not be affected as a result of modifications to the Concession.

3.16.4 Base Currency and Payment of the Decommissioning Guarantee

The Decommissioning Guarantee must be in United States Dollars (USD\$) and will be payable in Colombian pesos based on the representative market rate in effect on the payment date, as certified by the Financial Superintendence or whomever acts in their stead.

3.16.5 Beneficiary of the Decommissioning Guarantee

The Nation – Ministry of National Defense – General Maritime Directorate must be appointed as the sole and exclusive beneficiary of the Decommissioning Guarantee.

3.16.6 Grounds for Execution of the Decommissioning Guarantee

DIMAR will have the right to execute the Decommissioning Guarantee when the Holder fails to comply with any of the obligations referenced in the decommissioning plan and schedule. This also applies when the renewal and delivery for approval of the Guarantee is not carried out within the established period.

If any of the grounds for executing the Decommissioning Guarantee arise, DIMAR will proceed with its execution.

3.16.7 Additional Obligations the Guarantor must Assume

In addition to all the obligations that must be assumed to comply with the requirements and demands of the Concession, the guarantor of the Decommissioning Guarantee must assume the following obligations:

3.16.7.1 The guarantor's payment obligation must be upon first demand:

The guarantor must unconditionally, absolutely, jointly and irrevocably undertake to pay DIMAR the amounts it requires, up to the full value of the Decommissioning Guarantee, upon first demand, in the terms provided in the guarantee and Concession.

The guarantor must undertake to comply with its obligations under the Decommissioning Guarantee upon simple notification of non-compliance sent to it by DIMAR.

The guarantor must be bound in the sense that it may not request or demand any documentation or requirements in addition to DIMAR's requirement, to comply with its payment obligation.

3.16.7.2 The guarantor's obligations must be irrevocable:

The guarantor must make both the Decommissioning Guarantee and the obligations assumed under it irrevocable, and that any cancellation, modification or revocation of the guarantee must necessarily have the prior, written and express approval of DIMAR for it to proceed.

3.16.7.3 Payment Term

The guarantor must deposit the owed amounts based on the payment requirement by DIMAR in the account DIMAR determines when it makes the respective payment requirement, within a maximum period of one (1) month following the receipt of the payment request.

3.16.7.4 Direct Payment

The guarantor must undertake to pay DIMAR directly and to abstain from doing so through third parties unless DIMAR has expressly and previously authorized it. The guarantor must pay DIMAR directly, except when DIMAR has given prior explicit approval for payment to a third party.



Chapter Four. Powers of the Competitive Process Administrator

As a consequence of the provisions of article 3 of Resolution 40284 of 2022 and its amendments, DIMAR has delegated the administration, design and execution of the Process to the ANH, in accordance with the MDM-DIMAR Inter-administrative Collaboration and Coordination Agreement No 005-DIMAR-2023 – ANH 546 of 2023 signed between the General Maritime Directorate (DIMAR) and National Hydrocarbons Agency (ANH), dated July 12, 2023.

4.1. Powers of the Administrator

The provisions granted by Article 35 of Resolution 40284 of 2022, its modifying Resolution 40712 of December 1, 2023, and any subsequent replacements, modifications, or supplements, for implementing this Process are as follows:

- a. Preparing the Specific Terms and Conditions of the Competitive Process in Spanish, as the official language, and in English, in the event DIMAR does not do so. The provisions of said document must promote free competition and may not constitute barriers or affect participation in the Process.
- b. Establishing, operating and maintaining the physical and/or technological means and electronic system for the organization and management of the Competitive Process, which allows carrying out the pre-qualification, rating, presentation of Offers and Awarding phases, as well as the exchange of communications between the Competitive Process Administrator and Bidders.
- c. Maintaining electronic historical records of all operations carried out in the development of the Process, in accordance with current legal provisions regarding document conservation.
- d. Delivering all the records and information resulting from the Process to the Ministry of Mines and Energy and DIMAR within two months after selecting the Successful Bidders of the Competitive Process.
- e. Offering and providing the necessary training and assistance to all Bidders in the management and operation of the system for the organization and management of the Competitive Process.
- f. Informing the competent authorities of any situation that may be considered irregular that arises in the Process, notwithstanding the functions attributed to the Competitive Process Auditor.
- g. Hiring the Process Auditor at least thirty (30) days before the scheduled date for completing the pre-qualification phase, through a competitive and objective selection process. The Administrator must assume the costs of this audit.

- h. Suspending the Process as required by the Process Auditor, in line with the stipulations of Resolution 40284 of 2022, its modifying Resolution 40712 of December 1, 2023, and any further amendments or supplements.
- i. Informing the Bidders that participated in the pre-qualification phase of the result of their request.
- j. Declaring the Process' closure and informing the Bidders that submitted Offers.
- k. Publishing the Bidders, and the areas and capacities associated with them, that have been awarded on the Process Website at the end of the evaluation phase.
- l. All information resulting from the Competitive Process, and the documentary and technological production generated therein, is the property and domain of the Nation – Ministry of Defense – DIMAR. To this end, the Administrator must take all necessary steps to guarantee the aforementioned ownership and domain, and its enforceability against third parties by the Nation - Ministry of Defense - DIMAR.
- m. Sending a report to the Ministry of Mines and Energy and DIMAR within ten (10) days after completing the Competitive Process, in which the Award resulting from the Competitive Process and obtained results are evaluated in a complete and detailed manner.
- n. Managing the Bid Guarantee of the Offer.
- o. The Administrator will prepare the documents they consider necessary to carry out the entrusted activities, which must be submitted to the consideration of the Ministry of Mines and Energy and DIMAR for subsequent publication without objection from said entities.

4.2. Delivering Documents within the Framework of the Competitive Process

Pursuant to article 37 of Resolution 40284 of 2022, the Interested Parties in the development of the Process must deliver the documents and information by digital means to the platform provided by the Administrator to that end. This applies unless the Administrator expressly indicates they can be sent physically.

4.2.1. System for Organizing and Managing the Competitive Process.

In accordance with article 37 of Resolution 40284 of 2022, interested parties will be able to know all the information related to the competitive process through the website provided by the Competitive Process Administrator for said purpose, and ask questions and upload the pre-qualification documents and corresponding offer through the website.

In order to guarantee official communication between the administrator and the interested parties, an email was provided for the Competitive Process: rondaolicacostaafuera@anh.gov.co

Notwithstanding the above, the specific terms will determine the documents that must be delivered physically by law or by express provision of the Specific Terms. In any case, this option

for other documents may be used when the interested party so decides or is required by the administrator.

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Chapter Five. Areas

5.1. Concept

The Area is the maritime water space available to be assigned in the development of the Process, determined and delimited in Annex A of Resolution 40284 of 2022, divided into polygons as described in the following paragraph.

5.2. Classification, Location and Extension

Depending on their location, the spaces are classified into Polygon A Areas and Polygon B Areas, in accordance with the delimitation described in Annex A "Areas" of these Specific Terms.

In any case, the extension of the Areas of interest may not exceed 270 km² per Offer. In the event two Areas subject to different Offers overlap, the Administrator will allocate the Areas according to the rules in Chapter Nine of these Specific Terms.

5.2.1. Polygon A Areas

Any interested party that has passed the pre-qualification Phase may submit an Offer on the Areas located in Polygon A, indicating the area of interest with the Offer. Regarding the Polygon A Areas, the Participant may submit an Offer directly, without requiring prior Nomination, since they are located outside the General Nomination Area and within the Area proposed by DIMAR, as derived from article 19 of Resolution 40284 of 2022 and Annex A.

The Participants may submit an Offer on the Polygon A Areas under the terms of Chapter Nine of these Specific Terms and within the deadlines established in the Process Schedule.

5.2.2. Polygon B Areas

Qualified Interested Parties may submit a Nomination request for the Areas located within Polygon B, in accordance with the regulation in Chapter Eight – Area Nomination.

5.3. Areas in the Pre-feasibility Stage

The Areas in the Pre-feasibility Stage identified in Annex A "Areas" as "Unavailable Area (Article 40 Resolution 40284 of 2022)" must be Nominated by the Bidder and/or Bidders subject to Article 40 of Resolution 40284 of 2022, in the Nomination Phase defined in the Schedule.

If the Bidder and/or Bidders in the Pre-feasibility Stage in the terms of the aforementioned article 40 of Resolution 40284 of 2022 do not submit a request for pre-qualification or do not carry out the Nomination process in the Phase provided for that purpose in the Schedule, they will not be able to submit a new Pre-Qualification or Nomination request, and will lose any expectations they may have regarding the area in the Pre-feasibility Stage.

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Chapter Six. Process Development. Stages, Activities and Schedule

The Temporary Occupancy Permit Allocation Process will be developed in six (6) Phases, as follows: (i), Publication and Promotion of the Process; (ii) Pre-Qualification of Interested Parties; (iii) Nomination Presentation and Evaluation; (iv) Deposit, Validation and Evaluation of Offers; (v) Awarding Temporary Occupancy Permits; and (vi) Formalizing Temporary Occupancy Permits.

It is made up of the actions recorded in the following Schedule, indicating the dates they must be performed and/or the deadlines within which they must be carried out.

6.1. Schedule

The following Schedule provides the specific date of each Phase or stage, or milestone of the Process. This Schedule may be adjusted by the Process Administrator through an Addendum.

It is made up of the actions recorded in the following schedule, indicating the dates they must be performed and/or the deadlines within which they must be carried out.

Publication and Promotion Stage of the Process	Date/Deadline
Publication of the draft of the Specific Terms for comments.	From 10/27/2023 - To 11/16/2023
Response to comments on the Specific Terms.	From 11/17/2023 - To 12/01/2023
Publication of the Final Specific Terms	December 4, 2023
Comments on the process	From 12/04/2023 - To 12/11/2023
Response to comments on the process	December 20, 2023
Delivery of Information Packages and Data Room sessions	From 12/04/2023 - To 10/15/2024

Pre-qualification of Interested Parties Stage	Date/Deadline
Presentation of documents to obtain Pre-qualification.	From 12/21/2023 - To 02/21/2024

Pre-qualification of Interested Parties Stage	Date/Deadline
Documentary study to obtain pre-qualification from the ANH. Requirements or complementation of pre-qualification documents	From 02/22/2024 – To 03/22/2024
Publication of Preliminary List of Pre-Qualified Proponents	March 26, 2024
Observations on the Preliminary List of Pre-Qualified Proponents	From 03/27/2024 - To 04/20/2024
Response from the ANH and publication of the Final List of Pre-Qualification Proponents	April 21, 2024

Nomination Presentation and Evaluation Stage	Date/Deadline
Presentation of Area Nomination Requests.	From 04/22/2024 - To 05/22/2024
Nomination Request Evaluation.	From 04/23/2024 - To 07/19/2024
Communication regarding unsuitable areas.	
Communication regarding Nominated Areas.	
Presentation of the Adjustment to Correct a Partial Overlap of Nominated Areas	
Review of the Correction of Areas with Partial Overlap and communication to the nominating bidder.	

Deposit, Validation and Evaluation of Offers Stage and Successful Bidder Selection	Date/Deadline
Offer Deposit.	August 2, 2024
Validation of Offers.	From 08/05/2024 - To 09/02/2024
Correction of Offers	From 09/03/2024 - To 10/21/2024
Offer Evaluation	From 09/03/2024 - To 10/31/2024
Publication of Preliminary Eligibility List.	November 1, 2024
Observations on the Preliminary Eligibility List.	From 11/05/2024 - To 11/08/2024
Response to Observations on the Preliminary Eligibility List and Publication of the Final Eligibility List.	November 15, 2024

Awarding and Formalizing Stage of the Temporary Occupancy Permit	Date/Deadline
Communication of the Award Resolution to the Successful Bidders	From 11/18/2024 – To 11/20/2024
Filing of appeals	From 11/21/2024 - To 12/04/2024
Appeal resolution	From 12/05/2024 – To 12/26/2024
to DIMAR for the awarding of the Temporary Occupancy Permit and evidence of having a Promise of Future Company or constitution of the Consortium or Temporary Union with a Public or Mixed Private-Public Ownership Company of the Energy Sector National Shareholding Participation of the Energy Sector Company and other requirements, as applicable.	From 11/21/2024 - To 04/03/2025
Issuance and Notification by DIMAR to the Successful Bidder of the administrative act that grants the Temporary Occupancy Permit.	From 04/04/2025 - To 05/04/2025.

6.2 Phases or Stages

6.2.1 Publication and Promotion of the Process

6.2.1.1 Publication of the Terms and Conditions Draft

Based on Article 38 of Resolution 40284 of 2022, the ANH will publish the draft Specific Terms for citizen consultation, to receive observations, comments, suggestions and exhaust the different Phases of the Process.

Observations, comments and suggestions regarding the Specific Terms must be directed to the Administrator, within the period indicated in the Schedule by one of the following means, at the choice of the Interested Party:

1. Through the Process Website, in the format established by the Administrator for this purpose.
2. By e-mail to rondaolicacostaafuera@anh.gov.co or with reference to "Offshore Wind Power Round," or

3. Through a written communication filed personally or sent to the Administrator's headquarters, at Avenida Calle 26 No. 59-65, Edificio de la Cámara Colombiana de la Infraestructura, Piso 2, to the Vice President of Promotion and Area Allocation.

Once the observations, comments or suggestions have been received within the period provided in the Schedule and in the format provided for this purpose, they will be analyzed and reviewed, and the response will be published on the Process Website. The adjustments considered pertinent will be introduced in the final text of the Specific Terms.

Based on article 17 of Resolution 40284 of 2022, the final version of the Specific Terms will be published by the Administrator without objection from the Ministry of Mines and Energy or DIMAR.

6.2.1.2 Information or Data Package

With respect to the Areas, access will be offered to the corresponding Data Packages, prepared by the entities that have relevant information for the development of the Process and according to their competence. Consequently, Parties Interested in pre-qualification will be able to access the Data Packages to consult the technical information of the Areas of their interest following the protocol established for this purpose. [The delivery of the Data Package will be conducted according to Annex G Guidelines for Access to Data Package and Data Room.](#)

The data and, in general, information in the Data Packages is provided for informational purposes only and is not a guarantee of any kind by the Colombian State. Any interpretation or use of this information is under the exclusive responsibility of the Interested Party, and DIMAR and/or the ANH do not assume any responsibility for how it is used.

6.2.1.3 Data Room

The data and, in general, information in the Data Packages will be displayed to the Parties Interested in pre-qualification, and they will be able to know and examine them, with the assistance and technical support of specialized personnel from the institutions involved in preparing the Data Packages, which will answer any doubts and concerns that may come about in the corresponding sessions, in the so-called Data Room.

The Process Administrator will have the activities, tools and information, as well as the appropriate support, in Data Room sessions from the entities that participated in forming the Data Room.

The preliminary evaluation and consultation of Technical Information may be carried out in on-site and virtual sessions, offered to those interested in reviewing this technical information of the Process, according to the indications contained in [Annex G Guidelines for accessing the Data Package and Data Room](#). ~~These guidelines are formulated by the Administrator of the competitive process.~~

Consequently, any Party Interested in pre-qualification that accesses the Data Package and Room before the Nomination knows and accepts that the polygons of the Nomination are subject to a declaration of partial or full suitability by DIMAR to perform activities associated with the Project.

6.2.1.4 Final Specific Terms

The Specific Terms may be the subject to observations, questions and suggestions in the format provided on the Process Website, as well as requests for clarification or specification, during the time determined in the Schedule. They may also be subject to modification or Addenda within the deadlines and limits that ensure compliance with the guiding principles of administrative action established in Article 3 of Law 489 of 1998.

The ANH will analyze the content of the messages they receive. They will answer the formulated doubts or concerns within the term provided in the Schedule and through general publications on the Process Website, while evaluating the observations or suggestions it finds founded and according to the law, for the purposes of introducing relevant adjustments through the Addenda.

6.2.1.5 Addenda

The Administrator is authorized to make additions, deletions, modifications, adjustments, clarifications, and/or substitutions to the text of the Specific Terms and their Annexes, including Forms, and Instructions, until the third (3rd) [Business Day](#) before the expiration of the date established to present Offers, with approval from the Ministry of Mines and Energy and DIMAR.

The Administrator will publish the Addendum on the Process Website within the deadlines and limits that ensure compliance with the guiding principles of administrative action established in Article 3 of Law 489 of 1998.

Adjustments to the Process Schedule may be made at any time, as long as they are published at least two (2) **Business Days** before the date of the milestone or procedure in question or the expiration of the deadline in question.

6.2.1.6 Interpretation of the Specific Terms

~~The Specific Terms must be interpreted according to the applicable legal regime, in accordance with Chapter One “Terms and Concepts,” and according to the natural meaning of the words, except for technical expressions whose understanding corresponds to that of the respective science or subject. Interested Parties are exclusively responsible for examining, studying and interpreting the Specific Terms, as well as formulating queries exclusively for the Administrator regarding their content and scope, for all conclusions adopted and deductions, errors and omissions made based on their own analysis, interpretations or corollaries to be at their sole risk and expense.~~

6.2.1.6 Actions, Publications, Determinations and Correspondence

All notifications, proceedings; publications; Notices; consultations; observations and suggestions; responses; Addenda; determinations of the Administrator; communications, and, in general, correspondence and documentation related to the Process, shall be made or sent by electronic means and shall be disclosed on the Process Web Page.

For this purpose, the corresponding addresses are listed below:

Process Website: www.anh.gov.co Colombian Round of Wind Power Section Subsite

Process e-mail: rondaolicacostaafuera@anh.gov.co

Physical delivery: Exceptionally, to deliver documents in which verifying consultative or apostille processes that have characteristics of authenticity in physical media is required, the Administrator will receive correspondence at Avenida Calle 26 No. 59 – 65, Piso 2, on **Business Days**, Monday to Friday from 7:00 a.m. to 4:00 p.m., to Competitive Process for the Granting Temporary Occupancy Permits for Offshore Wind Power Generation.

The Joint Debtor Guarantee and its annexes, as well as the Bid Guarantee of the Offer, must be submitted in physical form at the facilities designated by the National Hydrocarbons Agency, as per the schedule for the relevant phase. Furthermore, the Administrator may require physical submission of documents initially presented electronically.

Both the e-mails and electronic messages sent and/or received by the Administrator during the Process are subject to the binding force, legal effectiveness and other provisions of Law 527 of 1999, on E-Commerce, or regulations that amend, replace and complement it.

By submitting the Pre-qualification Application, the Participant consents to electronic notifications. Should a Participant, during the Process, prefer notifications through alternative means, a request must be made to the Administrator.

6.2.1.7 Costs and Expenses

The costs and expenses incurred by Interested Parties, Participants and Bidders during the Process and throughout all the Phases or Stages that comprise it, especially those required to prepare and submit the documents inherent to the Pre-Qualification, Nomination or Offer, to the Administrator, will be at their sole cost and expense. The Colombian State will not recognize or reimburse any amount for the stated concepts.

6.2.2. Pre-Qualification Phase or Stage

It will be carried out in accordance with the procedure and will be made up of the actions, and is subject to the rules determined in article 18 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and any others that may substitute, amend or complement them](#), and Chapter Seven of these Specific Terms.

6.2.3 Nomination Presentation and Evaluation Phase or Stage

It will be carried out in accordance with the procedures, actions and rules established in Chapter Eight of these Specific Terms.

The documents corresponding to the Nomination phase may only be presented up to one month before the end of said phase. If the Nomination request does not comply with this provision, the request will be declared ineligible by DIMAR.

6.2.4 Content, Deposit, Validation and Evaluation of Offers Stage and Successful Bidder Selection Phase or Stage

It will be carried out according to the procedure, which will be made up of the actions and will be subject to the rules determined in Chapters Nine and Ten.

6.2.5 Awarding and Formalizing Phase or Stage of the Temporary Occupancy Permit

It will be carried out in accordance with the procedure, and will be made up of the actions and be subject to the rules determined in section 10.6 of Chapter Ten.

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Chapter Seven. Pre-Qualification

Those who intend to participate in the Process must prove compliance with the requirements established in this chapter.

Each Bidder may be the Holder of up to two Temporary Occupancy Permits regardless of whether or not they are part of the Competitive Process Areas or are Nominated Areas. The Bidder must indicate the order of preference for assigning its offers.

All Participants, since Pre-Qualification, fully comply with the provisions established in these Specific Terms for the allocation of Areas.

All information sent to the Administrator to prove the Pre-Qualification requirements must be recorded in Form No. 1 Documents for Pre-Qualification – Index in the case of Colombian Legal Entities or Form No. 1.2 in the case of Foreign Legal Entities.

The Forms must be filled out according to the instructions and the Specific Terms, without amendments and erasures, duly numbered, indicating that they are page “x” of “y,” with a precise, clear and complete expression of all the requested data, without introducing changes or adjustments or altering the order of the requested information, preceded by an index and sent digitally to the platform provided by the Administrator for these purposes. This applies unless the Administrator expressly indicates they can be sent physically or requests them in this way.

7.1. Parties Interested in Pre-Qualification

National and foreign legal entities that prove they meet the Pre-Qualification requirements established in this chapter may participate in this Process, for which purpose they must obtain said Pre-Qualification from the Administrator in the terms provided in these Specific Terms and within the deadlines established in the Schedule.

Interested Parties subject to Article 40 of Resolution 40284 of 2022 in the pre-feasibility stage in the Maritime Concession process advanced before DIMAR and governed by the repealed Resolution 794 of 2020 must accredit the Pre-Qualification requirements established in this chapter.

Interested Parties must meet, certify, and maintain the Pre-qualification requirements, or they may fulfill the Financial and Technical Pre-qualification requirements using attributes and information from their Parent or Controlling Company, or from a subordinate of the Parent, whether it's an Affiliate or Subsidiary, or a legal entity from the same Business or Corporate Group as the Parent, as long as they demonstrate a Controlling Situation of the Proposer or one of its members. **In such case, the Parent or Controlling Company shall assume** joint and several liability for the timely, effective, and efficient performance of the obligations and commitments of the Stakeholder or Bidder and Holder by means of a Joint and Several Debtor Guarantee considering the provisions of Form 5.3 "Rules and Requirements of the Joint and Several Debtor Guarantee" and Forms 5.4 and 5.5 corresponding to the legal opinion for Domestic and Foreign Legal Entities, as the case may be.

In the Pre-Qualification stage, Individual Bidders or Plural Bidders may not have members in common. This restriction applies to the parent company, controlling company, subsidiaries and affiliates of the Individual Participant or Members of Plural Participants.

7.2. Legal Capacity

Public, private or mixed national and foreign legal entities considered legally capable by the applicable legal regime, whose capital is represented in shares either individually or jointly, in the latter case only under the modality of Consortium, **Temporary Union** or Promise to Form a Corporation in the Future, which meet and accredit the following requirements, are eligible to obtain a Temporary Occupancy Permit for the Development of Offshore Wind Power Generation Projects:

7.2.1. Company's Object.

In the case of Individual Bidders or the Operator, their company's object must include Structuring, Design, Construction and Development of Power Generation Projects. For the other members of Plural Bidder, who do not have the status of Operator, said purpose must incorporate making investments in the Structuring, Design, Construction and Development of Power Generation Projects or any other energy project, and/or the execution of Inherent or Complementary Activities to the previous ones.

If, in accordance with the legislation of the country of origin, the corporate purpose does not relate to or incorporate the sectors of activity that comprise it, or it refers to industrial, commercial or service tasks or businesses in general, the requirement addressed in this section can be accredited with the supporting documentation presented to verify technical

capacity, if applicable, or certifications that allow establishing dedication to inherent or complementary activities or the Structuring, Design, Construction and Development of Energy Projects. This includes a declaration from the legal representative and tax auditor, person or firm that carries out the external audit, if required by the respective entity, or, otherwise, the internal auditor or "Controller," or the proponent acting in their stead, detailing the legal entity's framework of activities.

7.2.2. Duration.

The term of duration of the Individual Bidder and of the members of Plural Bidders, as well as the validity of the Consortium, [Temporary Union](#) or Company, cannot be less than the date of duration of the Permit and 3 more years.

7.2.3. Verification of Grounds for Prohibition, Impediment, Disqualification or Conflict of Interest.

Notwithstanding the duties of public officials, it is the responsibility of Individual Bidders and members of Plural Bidders to make sure they are not subject to a prohibition, impediment, disqualification or situation that creates a conflict of interest with public officials, and immediately inform the entities of any that arise in the various Process Phases or Stages.

Furthermore, in the event they acquire the status of Holder of the Permit or Concession, and during its validity, they will comply with the rules related to conflicts of interest, impediments and challenges to developing the activities inherent to using public assets granted to them.

7.2.4. Not to be in Judicial Liquidation or Similar Processes.

The Individual Bidder or the members of Plural Bidders may not be in judicial liquidation or similar processes, according to the legislation of the country of origin, such as bankruptcy, voluntary or forced liquidation and, in general, any process or circumstance that results in the extinction of the legal entity. Neither may they have pending lawsuits, ongoing jurisdictional processes or find themselves in other similar situations or contingencies that may materially compromise the timely, effective and efficient fulfillment of the benefits, obligations and commitments derived from the request for Pre-qualification, Nomination or Offer and Award of the Permit, as well as the activities derived from it.

In events of pending lawsuits, ongoing jurisdictional proceedings and other similar contingency situations, which may materially jeopardize the fulfillment of benefits, obligations and commitments, the ANH reserves the right to verify the sufficiency of the established provisions and/or guarantees to support its materialization, and/or to require additional guarantees.

7.2.5. Development of Commercial Activities.

Neither the Individual Bidder nor the members of the Plural Bidder may have allowed their operations to have been or to be used as instruments to hide, manage, invest or take advantage of money or other assets coming from criminal activities or intended for their financing, in any way, or to give illegal activities or transactions and funds linked to them the appearance of legality, notwithstanding the functions legal regulations assign to the ANH in matters for the prevention and control of money laundering and terrorist financing, as well as to formally and irrevocably commit to not allowing it in performing its activities and implementing the Permit or Permits.

In any process, the Colombian State must fully identify the individuals and legal entities participating in it, as well as the origin of their resources. The above is in order to prevent criminal activities.

7.2.6. Disqualifications from Contracting with the State.

The expiration of any state contract may not have been declared with the Participant, Individual Bidder, or with any of the members of Plural Bidders, for reasons attributable to the responsibility and diligence of the Contractor. Neither may the Award order have been revoked for them because it was proven that it was obtained illegally, in accordance with article 9 of Law 1150 of 2007, in all cases through a firm administrative act, during the five (5) years prior to the date of accreditation of Capacity, nor having incurred in repeated breaches of the terms and conditions indicated in article 90 of Law 1474 of 2011.

7.2.7. Branch Incorporation.

Commit, [within ninety \(90\) Business Days after the communication of the Award Resolution](#), to establishing a branch in Colombia or to extend the purpose and term of validity of the existing one, if applicable, in the case of foreign legal entities, Individual Bidders and members of Plural Bidders without a domicile in the country, as well as to promptly comply

with all the obligations of said branches, in the event the Permit and/or Permits are Awarded to them.

To establish a Branch, authenticated copies of foundational documents, statutes, the resolution or act authorizing its establishment in Colombia, and documents verifying the company's existence and representatives' authority, must be notarized in a notary's office in the chosen domicile within the country. The resolution or act, as per the laws of the company's principal domicile, to establish permanent businesses in Colombia, must detail the nature of the business, the capital allocated to the Branch, the location of domicile, the duration of business operations in the country, and termination clauses. Moreover, the appointment of a general agent with alternates for representing the company in all country transactions, as well as a statutory auditor who is a resident of Colombia, is mandatory.

7.2.8. Authorized Legal Representative.

Providing the legal representative of the Individual Bidder or conventional representative of Plural Bidders, or their special representatives, duly constituted and accredited, when applicable, with specific and sufficient powers and attributes to present the Offer in development of the Process, which includes submitting the documents for their Pre-qualification; fulfilling the commitments derived from said presentation in a timely, effective and efficient manner; complying with the requirement of formalizing the Temporary Occupancy Permit; satisfying legalization and enforcement requirements; granting the required guarantees, and, in general, committing the legal entity or association for all the above purposes, representing its interests and acting on its behalf in all acts, procedures and processes inherent to implementing the Permit.

7.2.9. Representative of Foreign Companies not Domiciled in Colombia.

Foreign companies not domiciled in the country must establish a representative with the capacity to represent them judicially and extrajudicially in Colombia, in addition to being vested with the powers established in the paragraph above, in compliance with the requirements of the law and until the branch is established, in the event they Awarded.

7.2.10. Compliance with Obligations and Parafiscal Contributions before the General Social Security System.

The Participant, Individual Bidder and the members of Plural Bidders must be in good standing with respect to their obligations with the General Social Security System and parafiscal contributions, in the event of being subject to the corresponding regime in Colombia.

7.2.11. Minimum Percentage Share of the Operator.

The Operator must have and maintain a minimum share of thirty percent (30%) in the association in question and assume its leadership and representation, as well as leadership over the implementation of the Permit, Concession and engagement with DIMAR.

7.2.12. Modification of the Holder of the Temporary Occupancy Permit and Maritime Concession.

The Individual Bidder, the Operator and the proponent or people who have accredited the financial capacity, in cases of Plural Bidders, formally and irrevocably commit not to request or modify the Holder or transfer all or part of the rights derived from the awarded Permit or Permits, nor their respective share and interest in them, without prior, express and written authorization from DIMAR. In any case, as a result of the modification of the Permit, the eventual new Holder must at least meet the same requirements for Pre-qualification and with equal or better conditions than those with which the Pre-qualification score of the original Holder was granted in the evaluation phase of the competitive process.

Furthermore, possible modifications to the Permit, including assignments by the Operator to other members of the Plural Holder or Bidder, are limited to the latter maintaining at least a thirty percent (30%) share and interest in the Permit(s), and to preserve the conditions determining the Pre-qualification, Offer and Awarding of the respective Permit.

A company is considered subordinate or controlled when its decision-making is influenced by another entity or entities, known as its Parent or Controlling Company, whether this influence is direct or via intermediaries or subsidiaries of the Parent. Therefore, any corporate transaction that involves a change in the Real or Controlling Beneficiary of the Permit Holder, Operator and/or whoever has accredited the Pre-qualification requirements, ~~in cases of Consortium and Temporary Union~~, which does not meet the previous ones based on which the Pre-qualification and/or Award was obtained, may lead to initiating an administrative

sanctioning process regulated by the applicable legal regime. Consequently, such transactions must be reported to DIMAR, **within three (3) months following the occurrence of the same**, accompanied by the supports that allow establishing the conservation of the Enabling requirements. Applicants, Bidders, Successful Bidders, Concession Holders and Permit Holders must assume this commitment for Pre-qualification.

The same rules apply to mergers or spin-offs of the Permit Holder, legal entity of the Individual Bidder, Operator in the case of a **Consortium or Temporary Union**, or any other member thereof, who has accredited the Pre-qualification requirements, in order to establish that the foundations that enabled it are maintained.

The duty to inform DIMAR of these events must be a matter of formal and irrevocable commitment.

7.2.13. Veracity of the Information.

Providing exact, reliable and truthful information. They declare this under oath, which is understood to be taken by signing the presentation letters of the Pre-qualification, Nomination or Offer documents, the forms that accompany said documents and the Permit and/or Permits awarded to them. They also expressly and irrevocably authorize the ANH and/or DIMAR to verify all the provided information for the Pre-Qualification, Nomination and Offer, including each document and supporting documentation presented to accredit their Pre-Qualification and obtain the Permit. The Entity reserves this power at all times, whether before or after the Pre-Qualification, Nomination, Offer and Award, due to the general interest involved in the administrative management by the ANH and/or DIMAR. The aforementioned declaration and authorization will appear in the Presentation Letter of the documents for the Pre-Qualification, Nomination, Offer and in the administrative act that grants the Temporary Occupancy Permit.

7.2.14. Forms and Commitments.

Signing, according to Form No. 1.3 "Commitments and Declarations on Criminal Activities," the anti-corruption commitments; those on the prevention and control of money laundering, transnational bribery, terrorist financing and other criminal activities; those regarding changes in control, Environmental Management, and Corporate Social Responsibility, in the terms of the Forms in the Process established by the ANH.

7.2.15. Accreditation of Legal Capacity

To accredit that they meet the conditions established in Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, substitute, amend or complement them](#) and these Specific Terms, as well as the Legal Capacity requirements, each Individual Participant and member of a Plural Participant must present the following documents.

The Individual Participant and member of a Plural Participant must submit and consolidate the general accreditation information in Form No. 2 when dealing with Colombian Legal Entities, and No. 2.1 when dealing with Plural Participants, or Form No. 2.2 when dealing with Foreign Legal Entities.

7.2.15.1. Colombian Legal Entities

In addition to the common ones listed below:

- a) A certificate of incorporation and legal representation or of the Single Corporate and Social Registry (RUES, by its Spanish acronym), if applicable, issued by the Chamber of Commerce of its main place of domicile, no more than thirty (30) [Calendar Days](#) before the date of submission of the corresponding request.
- b) A copy of the current corporate bylaws, as well as the reform(s) that demonstrate the pertinent modifications to the corporate purpose, in the terms of section 7.2.1 above, if this is necessary because the aforementioned Certificate does not account for them.
- c) A copy of the minutes of the competent corporate body in which the attributes and powers granted to the legal representative have been registered, in accordance with section 7.2.8 above, if the latter has limitations for any of the purposes established therein.
- d) Accreditation of the representative's powers, if applicable, by means of a mandate granted with full legal formalities.

7.2.15.2. Foreign Legal Entities

- a) A certificate of incorporation and legal representation or an equivalent document, in accordance with the applicable legislation, issued by the competent authority of the country of origin or of its main place of domicile, if it is different from their place of incorporation, no more than ninety (90) Calendar Days before the date of submission of the corresponding Pre-Qualification request.
- b) When the document does not contain complete information about the corporate purpose, term of validity, legal representation, powers or attributions of the different management and administrative bodies, a copy of the current corporate bylaws must be presented with said information or a certificate from the representative and statutory auditor or individual or legal entity responsible for the external audit of their operations, or, failing that, it could also include the internal auditor or "Controller," or whoever acts in their stead. The above circumstances must be stated in the document.

A copy of the minutes, resolution, agreement or determination from the competent corporate body in which the attributes and powers granted to the legal representative have been registered, in accordance with section 7.2.8, if the latter has limitations for any of the purposes established therein.

- c) A mandate in which the powers and attributions of the agent in Colombia are stated, in accordance with section 7.2.8. The administrator of the Branch in the Country may also represent the Legal Entity, as long as they have all the attributes and powers established in sections 7.2.8 and 7.2.9.

Document submissions must comply with the guidelines set forth in section 7.6.

7.2.15.3. Plural Bidders

Two or more associated legal entities' participation in the Process must be through a Consortium, Temporary Union or Promise to Form a Corporation in the Future. In addition to the documents that demonstrate the Legal Capacity of each proponent that makes up the corresponding association, in accordance with sections 7.2.2 and 7.2.3, they must present those established below:

7.2.15.4. Consortia or Temporary Union

An agreement in which the respective association is agreed upon, with the following details:

- a. Parties, representatives or attorneys; the powers to sign it and undertake all its activities and actions, which are listed in the subsequent point, as well as to commit the legal entities that comprise it, represent their interests and act on their behalf in the acts, procedures and proceedings inherent to administrative action.
- b. A description of the purpose, including presentation of the Offer in development of the Competitive Process for Granting the Temporary Occupancy Permit under this type of association, as well as the documents required for the Pre-Qualification of the Plural Bidder; the timely, effective and efficient fulfillment of the commitments derived from said presentation; the projected Permit and/or Concession, in the event of an Award; the consequent satisfaction of the prior and subsequent requirements, and their execution, which must include benefits, commitments and obligations, as well as granting the required guarantees.
- c. The term of duration of the agreement, in accordance with the provisions of section 7.2.2 above.
- d. The percentage (%) share of each member of the association, and their distribution of activities, if applicable.
- e. The legal entity that must serve as Operator, which will be responsible for the Structuring, Design, Construction and Development activities, as established in the Permit or Concession, leadership over the execution, and engagement with DIMAR.
- f. The appointment of the conventional representative and two (2) alternates to replace them in their temporary, accidental or absolute absences, while the titleholder is appointed.
- g. The precise determination of their powers and limitations.
- h. The management, coordination or administration bodies, if established, and their corresponding responsibilities or functions.
- i. The fact that the parties are jointly responsible for compliance with each and every one of the benefits, obligations and commitments derived from the Pre-

Qualification request; Nomination, presentation of the Offer, and implementation, execution and termination of the projected Permit, in addition to assuming the commitments extended after this event.

7.2.15.5. Promise to Form a Corporation in the Future

A Promise to Form a Corporation in the Future Contract, duly entered into and executed, strictly subject to the provisions of article 119 of the Code of Commerce, in which all members of the Plural Bidder agree to the following stipulations:

7.2.15.5.1. Parties

- a. Name or company name, Nature, nationality, domicile and purpose.
- b. Representation and powers.
- c. Each legal entity must act through a duly authorized representative or legally incorporated representative for this purpose, whose name, identification, nationality, address, condition and powers are detailed in the corresponding part.

7.2.15.5.2. Purpose

An irrevocable and reciprocal promise of all parties to incorporate a commercial company in the Republic of Colombia and in accordance with its legislation, with the exclusive purpose of entering into, executing, implementing, developing and terminating the projected Permit and Concession, in the event the group formed under a Promise to Form a Corporation in the Future is favored with the Award. This company will have the characteristics and be governed by the bylaws established in that same document, all in accordance with the applicable legal regime and these Specific Terms.

The established Company must be valid, in accordance with the provisions of section 7.2.2.

7.2.15.5.3. Suspensive Condition

Entering into and complying with the legal requirements of the Partnership Contract will be exclusively subject to the condition of the Permit being Awarded to the Parties involved in the aforementioned Promise to Form a Corporation in the Future, so that the projected Permit is Awarded to the promised company.

7.2.15.5.4. Incorporation Opportunity

If the above condition actually occurs - if the parties to the Promise to Form a Corporation in the Future Contract are Awarded the Permit, the Partnership Contract will be entered into and formalized, if applicable, as well as the corresponding public or private instrument registered in the Public Registry of the Chamber of Commerce of their main domicile, within fifteen (15) Calendar Days after the date the respective determination is communicated.

7.2.2.4.2.5 Obligations of the Parties

In compliance with the promise contract, each one of the parties must contract the following obligations, in addition to those agreed upon subject to the applicable legal regime and the content of the Specific Terms:

- a. They must attend to entering into and complying with the legal requirements of the contract by which the promised company is legally incorporated quickly, in the event that the suspensive condition is effectively fulfilled, as well as undertaking any other procedure aimed at its execution and registration, all in accordance with the law and the Process rules and documents.
- b. They must remain partner or shareholder of the new Company during the entire execution period of the projected Permit and Concession and until its termination, in the case of the Operator and other partner(s) who have accredited the financial capacity of the Bidder, unless DIMAR has provided prior and express authorization and as long as the new Holder meets the same or better requirements and conditions than the original.

7.2.2.4.2.6 Joint and Several Liability

Pursuant to article 119 of the Colombian Code of Commerce, the promisors will be jointly, severally and unlimitedly liable for the actions and operations they enter into or execute in the development of the promised company's business.

7.2.2.4.2.7 Appointment of a Sole Representative

The promising legal entities must appoint an individual and two (2) alternates to replace them in their temporary, accidental or absolute absences as the sole representative for all

of them, while the titleholder is appointed. These representatives must be granted broad powers to act on behalf of all of them, as well as on behalf of the group, without limitations, in all aspects regarding the Process, from presenting the Pre-Qualification documents, Nomination, formulating the Offer, and even incorporation the Promised Company. These powers will particularly include, to present and formulate it; to sign any document that integrates it; to answer eventual requirements or clarifications; to receive communications, including the Award notice; to attend hearings and be a spokesperson in them; and to bind and make all joint participants responsible in the full Process and in executing the Promise Contract.

7.2.2.4.2.8 Bylaws of the Promised Company

In accordance with Colombian legislation, according to its nature and type, especially article 110 of the Code of Commerce.

7.2.15.5.5. Common Accreditation Requirements

7.2.15.5.5.1. A declaration signed under oath by the Individual Bidder or all the members of the Plural Bidder, which is understood to be provided by signing it, which states the following:

- a. They are not subject to a ground for disqualification, incompatibility or prohibition, nor do they have a conflict of interest, in accordance with the Political Constitution and the law, and an irrevocable commitment to renounce the Offer or modify the titleholder of the administrative act or their participation in it, with the prior express and written authorization from DIMAR, in the event any of the grounds materialize.
- b. They are not be in judicial liquidation or similar processes, according to the legislation of the country of origin, such as bankruptcy, voluntary or forced liquidation and, in general, any process or circumstance that results in the extinction of the legal entity. Neither may they have pending lawsuits, ongoing jurisdictional processes or find themselves in other similar situations or contingencies that may materially compromise the timely, effective and efficient fulfillment of the benefits, obligations and commitments derived from the request for Pre-Qualification, Nomination or Offer and Award of the Permit and Concession, as well as the activities derived from it.

In events of pending lawsuits, ongoing jurisdictional proceedings and other similar contingency situations, which may materially jeopardize the fulfillment of benefits, obligations and commitments, the DIMAR reserves the right to verify the sufficiency

of the established provisions and/or guarantees to support its materialization, and/or to require additional guarantees.

- c. Providing the funds and resources intended for executing the projected Permit and Concession, especially the required investments in legal activities.
- d. The Individual Bidder, members of Plural Bidders, their partners or administrators may not appear on any restrictive list used in the framework of the fight against money laundering.

This requirement does not apply to partners of open companies or companies registered on stock exchanges.

- e. The Operator's commitment to have and maintain a Operator's minimum share of thirty percent (30%) in the association in question and assume its leadership and representation, as well as leadership over implementation of the necessary activities derived from the Permit and Concession, and engagement with DIMAR.
- f. The formal and irrevocable commitment from the Individual Bidder, Operator and those who have accredited the capacity requirements, in cases of Plural Bidders, not to request or generate a modification to the Titleholder, nor to fully or partially transfer the rights derived from the projected Permit and Concession, nor their respective share and interest in them, without prior, express and written authorization from DIMAR.

In any case, the potential new Holder must at least meet the same requirements for the Pre-Qualification of the assignor.

- g. The formal and irrevocable commitment to expressly inform any transaction that involves a change to the Real or Controlling Beneficiary or Parent, as well as merger, spin-off or asset integration of the Individual Bidder, Operator and/or proponent or people who have accredited the Pre-Qualification requirements, in writing to the DIMAR, within thirty (3) calendar days after its completion, in order to establish that the Pre-Qualification and Awarding requirements of the Temporary Occupancy Permit have been maintained.
- h. The formal and irrevocable commitment to expressly inform any event that generates a modification to the Holder or full or partial transfer of the shares in the legal entity of the Individual Bidder, Operator or other member of the Plural Bidder who has accredited the Pre-Qualification requirements in writing to the DIMAR within thirty

(30) calendar days following its completion, in order to make sure the capacity requirements determining the Pre-Qualification and Award are maintained, except in the case of open companies or companies registered on stock exchanges.

- i. The formal and irrevocable commitment to provide exact, reliable and truthful information, as well as to express authorization to the ANH and/or DIMAR to verify the information provided for the purposes of Pre-Qualification, Nomination, Offer and Award of the Permit. The entity reserves this power at any time, whether before or after said Pre-Qualification or Award of the Permit.

7.2.15.5.5.2. Power of attorney duly granted to the corresponding representative, in accordance with the applicable legal regime, in the event the Individual Bidder or any of the members of the Plural Bidder use this representation instrument to act on their behalf, with an express indication of their powers and those of the grantor, according to sections 7.2.8 and 7.2.9.

7.2.15.5.5.3. A certification issued by the legal representative and tax auditor, if the legal entity in question has one, or external auditor, if applicable, by the internal auditor or "Controller" or whoever acts in their stead, accrediting that the Individual Bidder and members of the Plural Bidder are in good standing with respect to their obligations related to the General Social Security System and parafiscal contributions, in the event they are subject to the corresponding regime in the country.

7.2.15.5.5.4. A Joint and Several Debtor Guarantee, when applicable, that has been duly signed, legalized, officially translated and accompanied by a certificate of validity and binding force, in accordance with the legislation of the grantor's country of origin, according to the definition incorporated in Chapter One on Terms and Definitions and considering the provisions of Form 5.3 "Rules and Requirements of the Joint and Several Debtor Guarantee" and Forms 5.4 and 5.5 corresponding to the legal opinion for National and Foreign Legal Entities, as applicable.

7.3. Financial Capacity

7.3.1. Accreditation of Financial Capacity

Parties Interested in participating in the Process, whether as Individual Bidders or as members of Plural Bidders, must demonstrate that they have the financial support and solvency, to both attend to the Temporary Occupancy Permit Activities in a timely, effective and efficient manner and those corresponding to the eventual granting of the Maritime Concession to develop the Offshore Wind Power Generation Project. Moreover, this

accreditation will help ensure execution of their ordinary operations and the commitments and liabilities under its responsibility derived from the Permit and Concession.

The financial capacity for granting the Permit and Concession that are the subject of the Offer corresponds to the capacity obtained as a result of demonstrating that they meet two of the following three options: Credit Limit, Credit Rating or Financial Statement Indicators, in accordance with Form 3.

An Interested Party or Operator can demonstrate their financial pre-qualification requirements using the credentials of their Controlling Entity, Parent Company, or a subordinate of the latter, be it an Affiliate or a Subsidiary, or any legal entity within the same Business or Corporate Group. This is contingent on substantiating the Control Situation, as outlined in Article 260 of the Commercial Code of Colombia.

The Credit Limit option establishes minimum requirements to be met for each Area of interest and according to the size of the project for which they are submitting the Qualification request. On the other hand, the Credit Rating and Financial Statement Indicators options establish the minimum that can be met for each Area and for any project dimension.

7.3.2. Credit Limit

They must demonstrate they have a firm credit limit accredited by a national or international financial entity that meets at least the credit rating indicated in the following table:

Long-term Debt Risk Rating on an International Scale of the Financial Entity Granting the Credit Limit		
Risk Rating Agency	National Scale Minimum Rating	International Scale Minimum Rating
Standard & Poor's	A	BBB
Moody's	A	Baa2
Fitch Ratings	A	BBB

For this purpose, the Party Interested in the Financial Capacity must provide a certificate from the financial entity or entities whose credit limits have been granted, for an amount equal to or greater than the cost of 10% of the cost of an offshore wind power generation project of an installed capacity equal to or greater than 200 MW defined by Resolution 40284

of 2022, its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them, taking the value of three (3) million United States dollars per MW, for each Area of interest with respect to which they wish to present an Offer to develop the Offshore Wind Power Generation Project.

For Financial Capacity pre-qualification requirements via Credit Line, the Interested Party must meet the minimum requirements for each Area of interest and according to the project's scope for which the Pre-qualification application is submitted.

The Party Interested in Financial Capacity must indicate the Estimated Capacity of the Project.

The certificate must meet the following requirements:

- a. Identification of the financial entity accompanied by a certificate of incorporation and legal representation or its equivalent document.
- b. Identification of the signatory accompanied by the documents that prove their capacity and power to grant it.
- c. A document from an administrative body with the capacity to authorize the signatory to sign and commit the credit limit.
- d. A date of issuance of no more than two (2) months from the date of submission of the Pre-qualification application.
- e. A term of use for the credit limit of no less than two (2) years from the end of the period established in the Schedule to formalize the Temporary Occupancy Permit.
- f. An affirmation that they know the terms under which the Permit and Concession would be awarded, in whose development the credits would be granted.
- g. The conditions under which the credits would be granted.

The Interested Party must indicate the installed capacity of the Project of interest and accompany the Credit Limit certificate with a commitment in which it expresses its acceptance of its obligation to renew the credit limit in the terms established by the Administrative Act that grants the Temporary Occupancy Permit, as established in Form 3.1.

In the case of Plural Bidders, the credit limit may be met by the weighted sum of the credit limits accredited by its Individual Members, in accordance with their respective share in the partnership agreement.

7.3.3. Credit Rating

The Interested Party must have a minimum credit rating indicated according to the latest current publication at the time of submitting the request for Pre-qualification:

Risk Rating Agency	Minimum Rating
Standard & Poor's	BBB-
Moody's	Baa3
Fitch Ratings	BBB-
A.M Best	B+
Weiss Rating	B

The applicant for Financial Capacity must provide proof of the credit rating.

In the context of Plural Bidders Members, the member with the largest share in the consortium can validate the credit rating for the entire Consortium, Temporary Union, or Promise of Future Company. Each member must individually validate their credit rating.

Interested Parties seeking Financial Capacity Pre-qualification via Credit Rating are not constrained by the project's scale regarding their Pre-qualification application.

7.3.4. Financial Statement Indicators

The Interested Party must demonstrate that it has the capital and debt capacity to take on an offshore wind power project of at least the minimum installed capacity defined in the call and assume possible risks in its development, through financial indicators supported by the financial statements of the last tax period and their respective notes, duly signed by the legal representative of the Company and audited by the corresponding authority. These opinions must be stated in Form No. 3 Financial Capacity.

If the latest audited Financial Statements are unavailable, the immediately preceding approved and audited statements should be presented.

The equity capacity and minimum debt indicators required will be:

Indicators Required for each Area of Interest	
Indicator	Minimum Indicator
Net Equity	Equity recorded in the Financial Statements equal to or greater than 20% of the cost of an offshore wind power generation project with an installed capacity of equal to or greater than 200 MW defined by Resolution 40284 of 2022 and its amending

	Resolution 40712 of December 1, 2023, using a value of three (3) million United States dollars per MW.
Equity Capacity Indicator	(Total equity / total assets) greater than 20%
Debt Ratio	(Net Debt / Net Equity) >0 and <1

In the case of Plural Bidders, compliance with the Indicators required for each Area may be met by the weighted sum of the values of the items in the Financial Statements accredited by their Individual Members, in accordance with their respective participation in the partnership agreement, as established in Form 3.2.

Interested Parties aiming for Financial Capacity through Financial Statement Indicators must meet the minimum required for each Area of interest. Accordingly, expressing interest in two different areas requires to double the net equity minimum for each Area.

7.3.5. Additional Information

The Interested Parties, those who have submitted a request for Pre-Qualification or Nomination, and Bidders and Holders must respond to the requests within the period established in the Schedule or the period required to expand on the presented information to prove financial capacity, as well as provide complementary information or information regarding any significant event and announcements made to stock exchanges or regulatory entities, after the cut-off date of the tax year corresponding to the presented financial statements, granted credit limit certificate or the granted financial rating.

In the event the Financial Capacity of the Pre-Qualification applicant must be modified due to the provided information, the corresponding adjustment will be made with binding effects for action in the subsequent Phases of the Process.

7.4. Technical Capacity

7.4.1. Accreditation of Technical Capacity

Those who meet and certify at least one (1) of the following requirements are eligible to obtain the Temporary Occupancy Permit for this Process:

a) Have participated in at least three (3) of the following development phases of Offshore Wind Power Generation Projects: (i) Structuring, (ii) Designing, (iii) Selecting and Contracting Suppliers, (iv) Building, or (v) Quality assurance.

An installed capacity of at least 200 MW must be demonstrated for each phase the bidder chooses to accredit. This may be accredited through one or several projects developed within ten (10) years prior to the call for this Process. This experience must be accredited with respect to completely installed projects in operation, anywhere in the world.

b) Have participated in at least two (2) of the following development phases of Offshore Wind Power Projects: (i) Structuring, (ii) Designing, (iii) Selecting and Contracting Suppliers, and (iv) Building, specifically for projects not yet operational.

An installed capacity of at least one (1) Gigawatt (GW) must be demonstrated for each phase the Interested Party chooses to accredit, which may be demonstrated with one or several projects that add up to the capacity indicated [previously](#).

This experience must be demonstrated for power generation projects, including electric power or wind energy, in any part of the world, provided they have received an environmental license associated with the project. This license (or its analogue) must be issued by the competent authority.

~~This experience must be demonstrated in projects developed anywhere in the world, as long as they are in the construction stage and at least one of the following conditions has been met:~~

- ~~(i) They have obtained a Maritime Concession, permission to use the maritime resource or its equivalent, granted by the authority authorized to do so; or,~~
- ~~(ii) Have obtained commitments to supply the power generated by the project or another commitment with the energy system of the country in which the project is located, which must be certified by the country's competent authority.~~

In any case, except for Quality Control, each certification must at least explicitly state the installed capacity of the Offshore Wind Power Project, its geographical location, the period in which the experience was acquired and the current status of the Project. If all of the above is not specified, the certification will not be considered valid to accredit the technical pre-qualification requirements.

The Interested Party or Operator can prove their technical pre-qualification through the experience of their Parent or Controlling Company, or its subordinate, be it an Affiliate or Subsidiary, or a legal entity within the same Business or Corporate Group. This necessitates validating the Control Situation as per Article 260 of the Commercial Code.

Technical capability must be demonstrated in at least one of the phases of factors a) and b) by the Operator for Plural Stakeholders. Members of the Plural Stakeholder who are not Operators may supplement the Operator's experience with their own.

For the purposes of Technical Accreditation, Form No. 4 Technical Capacity must be completed.

7.5. Accreditation of the Control Situation.

Control or business group situations are accredited by means of a certificate of incorporation and legal representation (i) issued by the Chamber of Commerce of the main domicile of the controlled legal entity and/or of the Parent Company, in accordance with the provisions of article 30 of Law 222 of 1995 if the Bidder is national; (ii) by the competent authority of the Parent Company's country, or (iii) accredited by certification of the Legal Representative and Statutory Auditor or the person or firm that carries out the external audit, if required by the respective legal entity or, otherwise, by the internal auditor or "Controller," or whoever acts in their stead, accompanied by the appropriate documents that accredit the qualities of those signing it. This latter certification must be issued by the Parent Company, which clearly and precisely identifies who holds the status of Real or Controlling Beneficiaries of the Participant or of the members of Plural Participants, as well as the shareholding structure of the Participant, unless it is listed on stock exchanges.

Bidders whose Parent or Controlling Company is in the last publication of "The Energy Intelligence Top 100: Global NOC & IOC Rankings" from the firm "Energy Intelligence" and/or from the latest publication of "The Platts Top 250 Global Energy Company Rankings" from "S&P Global Platts", if they are listed on the stock exchange or are securities issuers, can prove the control situation or business group by presenting a simple copy of the 10-K or 20-F form registered with the Securities and Exchange Commission (SEC), or the equivalent form registered with homologous institutions, including the "Exhibit Significant Subsidiaries" or representative subsidiaries corresponding to the annual report of the last year declared through the 20-F or 10-K report of The New York Stock Exchange (NYSE), or a similar stock exchange. If the company requesting pre-qualification and that, due to its status as a member of a business group, whose parent or controlling company is registered in the previous publications, is not referenced in the 10-K or 20-F public reports of the New York Stock Exchange or its equivalent, they must attach a certificate issued only by the Board of

Directors, CEO or General Counsel of the Controlling Company, whose status as the undersigned must be publicly recognized in the published annual reports.

7.6. Pre-Qualification Request

Interested Parties may request Pre-Qualification within the term established in the Schedule in Chapter Six of these Specific Terms.

To request Pre-qualification, it is necessary for the Participant to complete Form 5, 5.1 and 5.2 called *Pre-Qualification Request Letter* depending on whether they are Individual Participants or Plural Participants, signed by the legal representative or attorney or by the conventional representative duly authorized to that end along with the documents required for each capacity.

The documents must be presented in Spanish or accompanied by an official translation, and those issued abroad must comply with the requirements established in article 480 of the Code of Commerce, except for those from signatory countries of the Hague Convention of 5 of October 1961 approved by Law 455 of 1998, in which case an apostille is required, in the terms of that law.

The ANH will use the address, telephone numbers and e-mail on the Pre-Qualification request for all purposes related to the communications and notifications referenced in these Specific Terms. Consequently, it is the exclusive responsibility of each Interested Party to report any modification recorded in these data in advance and in writing.

The Forms must be completed according to the Instructions in their text or in the Specific Terms, without introducing changes or adjustments or altering the order of the requested information.

7.7. Requirements, Clarifications and Provision of Rectifiable Documents

At the time indicated in the Schedule, the Administrator may request clarifications regarding all the documentation provided for the purposes of Pre-Qualification, request additional data and even request for data that does not meet the requirements established in the applicable regulations or these Specific Terms to be provided or replaced. The Administrator will make these requests by e-mail, notwithstanding the delivery process of the respective communication by postal mail, addressed to the address provided by the Interested Party in the forms intended for this purpose.

They must respond to these requirements, and the additional information and supporting or replacement documents must be provided and delivered within the term in the Schedule for this purpose or within the peremptory period set by the Administrator in the corresponding official letter, under penalty of denying the Pre-Qualification request.

7.8. Examination and Verification of Pre-Qualification Documents

Once the Pre-Qualification documents and additional or complementary information have been delivered, the required clarifications have been presented and/or the corrected documents have been submitted, as the case may be, the Administrator will proceed to examine and verify the information and documents provided.

In any case, the ANH reserves the right to verify the provided information and carry out verifications regarding the provided documents. This circumstance must be expressly accepted by the Interested Parties in the Pre-Qualification Request Form. By signing it, the Interested Parties declare under oath that the provided information and documents are exact, truthful, trustworthy and able to be verified at any time.

The ANH may verify the veracity and trustworthiness of the information by written, physical or magnetic means, or make a request for conformity, without needing special procedures or formalities, which are typical of jurisdictional processes, notwithstanding the entity's duty to formulate appropriate complaints when they arise.

If the ANH establishes that the Participant was untruthful or provided inaccurate information as a result of the verification, it will abstain from approving the requested Pre-Qualification or even the Award. Additionally, it may adopt the pertinent legal measures, as appropriate, and will notify the competent organizations.

7.9. Preliminary List of Pre-Qualified Proponents

Once the applications, documents and information provided for Pre-Qualification purposes have been examined and verified, the results will be published on the Process Website with the Preliminary List of Pre-Qualified Participants of the Process.

The Participants may only formulate observations and objections to it once, and they must be duly supported, within the term established in the Schedule for this purpose.

These observations or objections will be resolved by means of a reasoned written communication, which will also be published at the time provided in the Schedule.

7.10. Final List of Pre-Qualified Proponents

Once the observations or objections of Participants have been resolved, the Final List of Pre-Qualified Proponents will be published on the Process Website on the date set in the Schedule.

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Chapter Eight. Area Nomination

Any Participant that satisfactorily passes the Pre-Qualification may propose Areas for granting a Temporary Occupancy Permit for the development of its Offshore Wind Power Generation Project. The Nominated Areas must only be within the limits defined by DIMAR located in Polygon B- in Annex A "Areas," in an area that may not exceed 270 km².

The Nomination request must be attached with Form 6 Nomination Letter along with the corresponding technical information.

The Polygon A Area – Area Proposed by DIMAR is not governed by the Nomination rules and, consequently, Offers may be submitted for it without being previously subject to a declaration of suitability.

8.1. Area Nomination Requirements

In order to configure the Nomination area, the Interested Party must collect information related to the possible existence of various aspects that lead to excluding or identifying situations that impact the Project. Said due diligence involves the management of information before government entities with sufficient prior notice to submit it with the request and facilitate evaluating the suitability of the area.

The Colombian State will not assume responsibility with respect to any eventualities that may arise for the Participant or Holder in relation to the work carried out to obtain the Nomination of the areas of interest.

The Nomination proposal must meet the following requirements:

- a) An exact description of the location, boundaries and extension of the Nominated Area, with its corresponding location in shape-type digital format, adopting the National Geocentric Framework of Reference (–MAGNA-SIRGAS) and the single origin provided by the Agustín Codazzi Geographic Institute - IGAC established in Resolution 370 of 2021 as the official datum of Colombia.
- b) Identifying any portion with the presence of fishing activity in the Nominated Area according to the information provided by the National Aquaculture and Fisheries Authority (AUNAP, by its Spanish acronym), or whoever acts in its stead, upon request of the nominating Participant.
- c) Excluding conservation sites on the continental shelf important biodiversity areas and environmental conservation areas from the Nominated Area. For these purposes, the nominating Participant must request the corresponding information

from the Ministry of Environment and Sustainable Development and other authorities.

- d) Excluding areas limited by national security or sovereignty issues from the Nominated Area, according to information sent by DIMAR, upon request of the nominating Participant.
- e) Indicating the ecosystems within the Nominated Area, according to the information provided by the Ministry of Environment and Sustainable Development, and other competent environmental authorities, upon request of the nominating Participant.
- f) Identifying if there are archaeological areas within the Nominated Area, according to the information sent by the Colombian Institute of Anthropology and History (ICANH), or whoever acts in its stead.
- g) Demonstrating that the Nominated Area is not located at a distance of less than 500 meters from submarine cables, according to the information provided by DIMAR, upon request of the nominating Participant.

8.1.1. Nomination of Bidder and/or Bidders subject to Article 40 of Resolution 40284 of 2022

The Bidder and/or Bidders that decide to participate in the Competitive Process and that were in the Pre-feasibility Stage will have to present a statement by DIMAR stating they were in the pre-feasibility stage within the procedure governed by the repealed Resolution 794 of 2020, and comply with the rules described in section 8.1 for the Nomination process, along with the documents that prove the Pre-Qualification requirements.

The Bidder and/or Bidders that have accredited the Pre-Qualification requirements of this Process and were in the pre-feasibility stage of the area in the Maritime Concession process carried out by DIMAR and governed by the repealed Resolution 794 of 2020, may Nominate the area, as long as it is within the limits established by DIMAR for the allocation of areas of the First Round, in accordance with the terms of articles 38, 40 and Annex A of Resolution 40284 of 2022

The Bidder and/or Bidders in the pre-feasibility stage must make a Nomination request, to which they will not have to send the information required for the procedure. Its extension will include the entire Area that was in the Pre-feasibility Stage, as established in Article 40 of Resolution 40284 of 2022.

8.1.2. Conditions for Nominating Areas in the Pre-feasibility Stage

Areas in the Pre-feasibility Stage must be Nominated by the Bidder and/or Bidders subject to Article 40 of Resolution 40284 of 2022, in the Nomination stage of the Competitive Process Schedule.

If the Bidder and/or Bidders do not submit a request for Pre-Qualification, do not carry out the Nomination process in the stage arranged for this purpose or the extension of the Nominated Area is less than what they had in the Pre-feasibility Stage, the area not Nominated will be susceptible to Nomination by other Bidders other than those subject to Article 40 of Resolution 40284 of 2022 in the Nomination stage established in Section 6.2.3.

8.2. Evaluation of the Nominated Area

DIMAR is responsible for evaluating the Nomination requests and declaring the suitability of the Nominated Areas for the development of Offshore Wind Power Generation Projects.

The conditions to be met for declaring suitability of the Nominated Area are:

- a) They do not overlap with continental shelf conservation sites or important biodiversity or environmentally and environmental conservation areas from protected areas.
- b) They are a minimum distance of 500 meters from submarine cables.
- c) They do not overlap with seagrasses.
- d) They do not overlap with areas excluded by DIMAR due to national security or sovereignty.
- e) They do not exceed 270 km² in area.
- f) They are not over Areas subject to the regime of Article 40 of Resolution 40284 of 2022, when no Nomination has been made by the Bidder subject to Article 40 of Resolution 40284 of 2022.
- g) The entire Area must be within the limits established in Polygon B as described in Annex A "Areas" of the Specific Terms.

Once the declaration of suitability of nominated areas by DIMAR has been evaluated, a statement will be issued on the suitability of the Nominated Area through a communication addressed to the Nominating Participant, at the times indicated in the Schedule. This communication will include the elements taken into account for the evaluation in order to guide the Participant on the decisions that correspond to them regarding the area of their interest, for which it has been provided in Annex E called Area Aptitude Declaration Format - DIMAR as an example of the evaluation content.

8.3. Correction and Overlap of the Nomination Proposal

The following rules establish the way nominations can be corrected, in accordance with the provisions of Paragraphs 1, 2 and 3 of Article 20 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023](#) and any others that may substitute, amend or complement them:

- i. In the event there is a partial overlap with any of the previously described areas and/or activities, DIMAR will warn the Participant of the overlapping Area on which no proposal may be submitted, for them to be able to make the corresponding adjustment.
- ii. Once the adjustment has been made, the Nominating Participant must send the Nomination proposal with the indicated adjustments, which will determine and communicate whether or not the adjustment was made and the area is suitable to be offered, with the inputs and technical concepts sent by DIMAR.
- iii. In the event the Nominated Area presents a total or partial overlap with other uses and/or activities of the marine environment, it will be the Participant's responsibility to advance the agreements that may be made aimed at the correct development of the Project.
- iv. Correcting Nominated Areas must not add areas other than the initial ones.

In the event the Offers present situations of overlapping Nominated Areas, the Offer evaluation rules indicated in Chapter Nine will be applied to solve said situation in favor of one of the nominating parties.

The declaration of the areas suitable for the developing Offshore Wind Power Generation Projects will be processed by DIMAR within a maximum period of four (4) months as of the request for area nomination by each Bidder.

Chapter Nine. Content, Deposit, Validation and Evaluation of Offers

9.1 Content of the Offers.

To be valid, all offers must contain at least the following:

- a) The Bidder may submit one (1) offer for each Area of the Competitive Process. Likewise, they may submit one (1) offer for each Nominated Area.

Consequently, there is no limit to the number of Offers to be presented by each Bidder and, in any case, the Offers it may present, whether from Polygon A or Polygon B, must not relate to the same Area.

- b) The Bidder must indicate the order of preference for assigning its Offers.
- c) Provide a precise description of the location, boundaries, and size of the requested public use assets, including a digital shape format location map. Use the National Geocentric Reference Frame (MAGNA-SIRGAS) as the official Colombian datum and the unique origin set by the Agustín Codazzi Institute - IGAC as outlined in Resolution 370 of 2021. The extension of each proposed area must not exceed 270 KM².

The Offer must consider that, for building the Project, it must maintain a distance of at least one (1) nautical mile from other wind power projects.

- d) They must indicate the installed capacity in MW, which must be a minimum of 200 MW.
- e) A program must be presented that outlines commitments to transfer technical capabilities, knowledge, or experiences, benefits to communities, infrastructure enhancement, existing capacities at various economic levels, and local labor force, especially in relation to the Offshore Wind Industry. This includes binding commitments to the production chain, national, regional, local industries, and groups like the Social and Business Group of the Defense Sector (GSED). These commitments are vital for industrial advancement and enhancing national productive chaining, throughout the Temporary Occupation Permit and the Concession period. This will be subject to audit during the project's development and implementation, following the grant of the maritime Concession, as per Form 7.5.

- f) They must indicate the density of MW by KM² (MW/KM²), which shall be minimum 3 MW/KM².
- g) They must indicate the Commissioning Date (FPO), which must be within ten (10) years after the issuance of the Administrative Act that grants the Temporary Occupancy Permit, in accordance with the provisions of section b of Article 38 of Resolution 40284 of 2022.
- h) They must include the detailed Schedule of activities and S Curve of the Permit, which must contain the minimums established in Form 7.1 – S Curve- Activities and Schedule.
- i) A presentation letter of the Offer signed by the legal representative or the duly authorized representative, mentioning the Order of Preference of the Areas for which the Offer is presented, completing Form 7.2 and 7.3 - Presentation Letter of the Offer in the case of Individual or Plural Bidders, as applicable, in which it will be indicated that the Offer is irrevocable and that it will be valid until six (6) months after the Presentation of the Offer and one (1) additional month after the date of formalization, according to the provisions of the Article 28 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that replace, modify or complement them](#). In addition, they must formally and fully accept the regulations established in the Documents and certify that the presented information is not fraudulent or speculative.
- j) Present the Bid Guarantee of the Offer, as regulated in section 9.3 of these Specific Terms.
- k) The necessary information to certify the experience described in section 9.6.2.

Only certifications will be received, in the terms contained in these Bidding Documents, not copies of contracts.

In addition, the following documentation must be presented, which will not be binding if the Bidder is awarded: (i) A declaration of the power per turbine and technology planned to be used (e.g. fixed, floating or other wind structure), (ii) An estimation of the plant factor in terms of annual average.

9.2 Presentation of the Offer

The Offer must be addressed to DIMAR, have the "Offshore Wind Power Project Process" as its reference, indicate that it contains the "Offer," be marked with the company name of the Individual Bidder or the name of the Plural Bidder, its address, telephone numbers and e-mail address, and considering the provisions of Annex F.

The presentation of the Offer entails the undertaking of the Pre-Qualified Participant who formulates it to keep it firm for its validation, evaluation and eventual Awarding, a period during which the Bid Guarantee must also remain in effect, which will become effective if the bidder withdraws the Offer or breaches any of the commitments derived from said presentation.

The Presentation Letter of the Offer and other forms that comprise it must be presented duly signed by the legal representative or attorney of the Individual Bidder, or by the conventional representative or attorney of the Plural Bidder, duly accredited or constituted, as the case may be, for the Pre-Qualification, under penalty of the Offer being rejected.

The Offers and forms must be completed according to the instructions provided in the Offer Completion Instruction Form or in the Specific Terms, without amendments or deletions, duly numbered, indicating that it is page "x" of "y," with a precise, clear and complete expression of all the requested data, without introducing changes or adjustments or altering the order of the information requested, and preceded by an index.

If the spaces provided in a form are not sufficient to fill out the pertinent information, another identical one must be used.

Any additional explanation or clarification must be made in an independent annex, duly numbered.

Possible amendments, upon request from the ANH, must be clarified and validated in the same document, with the signature of the representative or attorney who signs the Presentation Letter.

All Offer documents must be presented in Spanish or accompanied by an official translation.

Documents issued abroad must comply with the requirements established in article 480 of the Code of Commerce, except for those from signatory countries of the Hague

Convention of 5 of October 1961 approved by Law 455 of 1998, in which case an apostille is required, in the terms of that law. The latter will be covered by the Apostille Convention of 1961, which determined the abolition of the requirement of diplomatic or consular legalization for foreign public documents executed in contracting states.

No Offer may be modified after its presentation or deposit.

The Administrator is authorized to request clarifications or explanations about the content of the Offers in writing, to be sent physically or by e-mail, and a copy of which will be published on the Process Website. These requirements must be answered within the peremptory term established in the corresponding letter; otherwise, the Offer will be rejected.

In compliance with these requirements, bidders cannot complete, add, modify or improve their offers in any way, nor provide omitted documentation late.

9.3 Bid Guarantee

The Bidder must provide a guarantee that protects the seriousness of the Offer issued by a financial entity authorized for this purpose. The guarantee must meet the following Specific Terms:

- 9.3.1** To ensure the seriousness of each Offer, the respective Individual or Plural Bidder must create and present a guarantee in favor of the Nation - Ministry of National Defense - General Maritime Directorate, valid between the date of presentation of the Offer and up to one (1) month after the maximum date for presenting the Performance Guarantee of the Temporary Occupancy Permit. ~~The initial term of the guarantee will be six (6) months, counted as of the date of presentation of the Offer, extendable based on what is stated in this section, so that the ordering party acquires the commitment to extend it, if necessary.~~
- 9.3.2** This Guarantee must have the objective of strengthening the seriousness and firmness of the respective offer, keeping its terms and conditions firm until the time indicated in the previous paragraph.
- 9.3.3** The value of the Bid Guarantee of the Offer is estimated by applying the following formula:

$$\text{Valor GSO (VGSO)} = 1.200.000 - \left[600.000 * \left(\frac{\text{CIMP}}{\text{Cap propuesta}} \right) \right]$$

Where:

VGSO

= Valor de la Garantía de Seriedad de la Oferta en dólares de los Estados Unidos de América.

CIMP = Capacidad Instalada mínima del proceso en MW

Cap propuesta = Capacidad del proyecto ofertada en MW

The amount of the guarantee must correspond to the amount resulting from the formula indicated in this section, in United States Dollars (USD).

9.3.4

The Bid Guarantee of the Offer must be created according to the requirements established in article 146 of Regulatory Decree 1510 of 2013, compiled by Articles 2.2.1.2.3.4.1 of the Single Regulatory Decree of the National Planning Administrative Sector 1082 of 2015, and comply with the requirements and conditions established in articles 110 to 113, 116, 121 and 127 of the same Law, compiled by Articles 2.2.1.2.3.1.1 to 2.2.1.2.3.1.4, 2.2.1.2.3.1.12 and 2.2.1.2.3.1.18 of said Single Decree, or in the provisions that replace, amend or complement it.

The ANH will keep the guarantees in custody and will return those granted by the Bidders that are not favored with the Award.

9.3.5

The Bid Guarantee of the Offer will be executed in the following events, except due to force majeure or a fortuitous event that has been duly verified or due to the act of a third party:

- a) If the Bidder revokes the Offer or intends to unilaterally modify the conditions defined therein.
- b) For failing to incorporate the commercial company, when the authorization was made by a Promise to Form a Corporation in the Future, in the terms of these Specific Terms.
- c) When, after exhausting all the procedures herein, the Successful Bidder does not present the Permit Performance Guarantee within the period established in section 10.3 of these Specific Terms.

9.3.6 The Bid Guarantee of the Offer must meet the following special requirements:

Types of Guarantees	Minimum characteristics of the issuer	Applicable rules
Standby letter of credit issued in Colombia	<ul style="list-style-type: none"> • It must be a Colombian bank. • On the date of issuance, the issuing bank must have a long-term counterparty rating from a risk rating agency • Risk rating authorized by the Financial Superintendence of Colombia and internationally recognized, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600
Standby letter of credit issued outside of Colombia	<ul style="list-style-type: none"> • It must be a financial entity in the place of issuance. • On the date of issuance, the bank must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600 • It must be confirmed by a Colombian bank.
First-demand guarantee issued in Colombia	<ul style="list-style-type: none"> • It must be an entity supervised by the Financial Superintendence. • On the date of issuance, it must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • URDG758

9.4. Deposit and Opening of Offers

On the date indicated in the Schedule, Interested Parties will be called to present Offers either in a public hearing or in virtual media within a specified period, according to the instructions in the Notice published on the Process Website.

If a public hearing is held after the process of submitting Offers for each area is completed, a record will be made with details of the elements that allow identifying the Bidder, the Area for which it is applying and its location in the Polygon, along with the installed capacity.

When the Offer is presented virtually, a receipt will be issued showing the identification of the Bidder, the description of the Offered Area and its location in the Polygon and installed capacity.

9.5. Examination, Verification and Validation of Offers

Once the deadline for submitting Offers has expired and during the period established for this purpose in the Schedule, the ANH will formally make sure each Offer is complete, which means it incorporates all the required documents and the Forms are duly completed.

Once the formal verification has been completed, the Offers that meet the requirements and those that do not will be identified. Those defects, deficiencies or omissions that, according to these Specific Terms, can be rectified, will be brought to the attention of the respective Bidders by publication on the Process Website, with the indication of the peremptory period to adopt the corresponding corrections and/or provide the missing information.

Defects or deficiencies that cannot be rectified or are not rectified within the opportunity described in the previous paragraph to present correction of the Offer, will lead to the rejection of the Offer.

The ANH reserves the right to request clarifications to the Offers, as long as their content is not altered and their scope is not modified, subject to the guiding principles of equality, transparency, objective selection, impartiality, disclosure and contradiction.

All Offer requirements that do not have an impact on the evaluation phase may be corrected by the Bidder. In any case, the correction may not consist of the adding or delivering information that has not been presented in the initial Offer. Interested parties

will have the power to provide documents to correct the Offers until the deadline established for Offer Evaluation, in accordance with the established Schedule.

The ANH reserves the right to verify the provided information and carry out checks regarding the documents provided throughout the course of the administrative action, whether prior to or after the presentation of the Offer or the Award. This circumstance will be expressly accepted by the Bidders in the Presentation Letter of the Offer, in which the representatives or attorneys will declare under oath, which will be understood to have been given with a single signature, that all the provided information and documents are exact, truthful, reliable and susceptible to verification at any time.

9.6 Evaluation of Offers and Successful Bidder Selection.

The ANH has established that Offers will be Pre-qualified according to a system of points assigned according to the criteria defined in Article 24 of Resolution 40284 of 2022. Areas will be Awarded in the order of preference of the Offers Pre-qualified with the highest score. The points are assigned according to the weighting described in Section 9.6.1 for each of the three (3) elements that make up the content of the Offers.

9.6.1. Evaluation Committee

The ANH will appoint an Evaluation Committee that will review each presented Offer to assign the points according to the weighting of the elements that make them up and may require additional or complementary information to that which was presented by the Bidder or call them to clearly establish any aspect presented in the Offer, as well as the schedule or S Curve of the Permit.

For this purpose, the determining factors of each element will be taken into account, according to the size distribution of the Projects in which their Bidders demonstrate experience. Moreover, the weight given to the elements or factors of the demonstrated experience will be taken into account, in accordance with the following table called "Elements and Weight of the Offer:"

Elements and Weight of the Offer		
Factor	Offer Elements	Weight
1	Experience in successfully processing the license or environmental authorization for offshore wind power projects that allows their construction. This experience can	20%

Elements and Weight of the Offer		
Factor	Offer Elements	Weight
	be quantified in terms of accumulated installed capacity and/or number of projects.	
2	Experience in at least two (2) of the following phases of developing Offshore Wind Power Generation Projects: i) structuring, ii) design, iii) supplier selection and contracting, iv) construction. This experience may be quantified in terms of accumulated installed capacity and/or number of offshore wind power projects under construction or in operation, giving higher scores to those who prove experience in projects in operation.	60%
3	Experience in the construction and/or operation of transmission projects (voltage level of 110 KW or higher) or power generation from FNCER at least 20 MW in emerging markets (that have entered the OECD as of 2010 or are not members of the OECD).	15%
4	Demonstration of experience in the execution of Technical Skill Transfer Programs, or those for knowledge or experiences in the offshore wind power industry, to the national, regional or local industry or communities, amounting to no less than One Hundred Thousand United States dollars. (USD 100,000)	5%

*Non-Conventional Renewable Energy Sources according to Law 1715 of 2014.

**Organization for Economic Cooperation and Development.

The assignment of points according to experience with respect to the size and/or number of developed projects, with respect to factors 1, 2, 3 and 4, will correspond to the following Table called "Score Obtained by the Accredited Project:"

SCORE OBTAINED BY THE ACCREDITED PROJECT		
FACTOR	SIZE/ACCREDITATION	SCORE
1	For each (1) project from 200MW to 400MW	100
	For each (1) project from 401 MW to 600 MW	200
	For each (1) project from 601 MW to 800 MW	300
	For each (1) project of 801 MW up to 1 GW	400

SCORE OBTAINED BY THE ACCREDITED PROJECT		
FACTOR	SIZE/ACCREDITATION	SCORE
	For each (1) project greater than 1 GW	500
2	For each (1) project from 200MW to 400MW	100
	In addition, if the project is in operation, for each (1) Project greater than 200 MW to 400 MW.	100
	For each (1) project from 401 MW to 600 MW	200
	In addition, if the project is in operation, for each (1) Project greater than 401 MW to 600 MW.	200
	For each (1) project from 601 MW to 800 MW	300
	In addition, if the project is in operation, for each (1) Project from 601 MW to 800 MW.	300
	For each (1) project of 801 MW up to 1 GW	400
	In addition, if the project is in operation, for each (1) Project from 801 MW to 1 GW.	400
	For each (1) project greater than 1 GW	500
	In addition, if the project is in operation, for each (1) Project greater than 1 GW.	500
3	For each (1) Project demonstrating experience in construction and/or operation of transmission projects (voltage level 110 KV or higher) with a span of 10 to 300 km:	100 50
	For each (1) Project in which there is experience in the construction and/or operation of transmission projects (voltage level of 110 KV or higher) of an extension of 301 to 700 km-101 to 300 km	200-100
	For each (1) Project in which there is experience in the construction and/or operation of transmission projects (voltage level of 110 KV or higher) of an extension of greater than 300 km	300 150
	For each (1) Project in which there is experience in the construction and/or operation of transmission projects (voltage level of 110 KV or higher) of an extension of greater than 1001 km	400
3	For each (1) energy generation project from FNCER from 21 MW to 50 MW	100
	For each (1) energy generation project from FNCER from 51 MW to 100 MW	200

SCORE OBTAINED BY THE ACCREDITED PROJECT		
FACTOR	SIZE/ACCREDITATION	SCORE
	For each (1) energy generation project from FNCER from 101 MW to 200 MW	300
	For each (1) energy generation project from FNCER from 201 to 500 MW	400
	For each (1) energy generation project from FNCER from 501 to 1000 MW	500
	For each (1) energy generation project from FNCER greater than 1001 MW	600
4	For each (1) project that has accredited the experience required in Factor 4	100

Each Offer will be assigned a number of points according to its size, phase or the accredited factor of the project in which the Bidder has demonstrated experience. In the event experience has been demonstrated in more than one project, points will be assigned for each of the accredited projects, and the obtained points will be added.

The numerical score in the previous table, for Factors 1 and 2, corresponds to the experience accredited by the Bidder in a percentage greater than 20%. In cases in which the Bidder accredits a share of less than 20%, a proportional factor (pro rata) will be applied to the shareholding the Bidder held and holds for calculating the installed capacity to be credited with respect to Factors 1 and 2.

In events in which the same Bidder presents an Offer for more than one Area, the score obtained with the demonstrated experience will serve as a scoring for each of the presented Offers, always with a maximum of two (2) Areas being assigned.

The final score obtained for each Offer will be the result according to the following assessment:

$$PF = (P1 * 20\%) + (P2 * 60\%) + (P3 * 15\%) + (P4 * 5\%)$$

Where:

- PF: Final Score
- P1: Factor 1 Score
- P2: Factor 2 Score
- P3: Factor 3 Score
- P4: Factor 4 Score

The scoring for Plural Bidders will be conducted comprehensively, reflecting a collective evaluation of the association's experiences, based on the same factors and weightings previously mentioned.

9.6.1.1 Tie Breaker Criteria

In the event of a tie in the total score obtained by two (2) or more Bidders against the same Area, the first tie-breaking criterion will be applied, consisting of granting the right to obtain the Temporary Occupancy Permit to the one with the highest score in evaluation Factor 3.

If the tie persists, the Administrator will apply the second tie-breaking criterion, which consists of drawing ballots, resulting in the right to award the Bidder with the largest number of ballots.

9.6.2. Accreditation of Evaluation Elements

The Bidder must prove each of the elements that make up the Offer using the documentation provided for each factor:

Documents for Accrediting Elements of the Offer		
Factor	Element	Documentation
1	Experience in successfully processing the license or environmental authorization for offshore wind power projects that allows their construction. This experience can be quantified in terms of accumulated installed capacity and/or number of projects.	1. A copy of the Environmental License or Authorization, along with the rule or Government Act that grants jurisdiction to the issuer of the environmental permit or authorization. 2. A certificate issued by the competent authority.

Documents for Accrediting Elements of the Offer		
Factor	Element	Documentation
2	<p>Experience in at least two (2) of the following phases of developing Offshore Wind Power Generation Projects: i) structuring, ii) design, iii) supplier selection and contracting, iv) construction.</p> <p>This experience may be quantified in terms of accumulated installed capacity and/or number of offshore wind power projects under construction or in operation, giving higher scores to those who prove experience in projects in operation.</p>	<ol style="list-style-type: none"> 1. For Structuring: A copy of the Environmental License or Authorization, along with the rule or Government Act that grants jurisdiction to the issuer of the environmental permit or authorization or Certification issued by the competent authority. 2. For Design: a certificate issued by the legal representative of the company that is the holder of the project. A certificate issued by the Awarding Contractor or entity. 3. For Supplier Selection and Contracting: A certificate issued by the supplier(s) or declaration of the legal representative and statutory auditor, internal auditor or controller. 4. For Construction: A certificate issued by the legal representative of the company that is the holder of the project. 5. Quality Control: supporting documentation on quality certifications.
3	<p>Experience in the construction and/or operation of transmission projects (voltage level of 110 KV or higher) or power generation from FNCER at least 20 MW in emerging</p>	<ol style="list-style-type: none"> 1. Certificate issued by the Contractor or Awarding Entity.

Documents for Accrediting Elements of the Offer		
Factor	Element	Documentation
	markets (that have entered the OECD as of 2010 or are not members of the OECD).	2. The Government Rule or Act that grants the Contract or Permit for the Generation and/or Transmission Project, as applicable.
4	A demonstration of experience in the execution of Technical Skill Transfer Programs, or those for knowledge or experiences in the offshore wind power industry, to the national, regional or local industry or communities, amounting to no less than One Hundred Thousand United States dollars. (USD 100,000)	1. A certificate issued by the mayor, governor or legal representative of the beneficiary entity of the programs the company implemented, accompanied by a certificate issued by the legal representative and statutory auditor, if the legal entity in question has one, external auditor, if applicable, or internal auditor or "Controller," or whoever act in their stead. This proponent must certify the amount of investment, amounting to no less than One Hundred Thousand United States dollars. (USD 100,000).

Experience presented for the Technical Pre-Qualification can be presented in the Offer, meeting the requirements of this Section.

The numerical score in the previous table, for Factors 1 and 2, corresponds to the experience accredited by the Bidder in a percentage greater than 20%. In cases in which the Bidder accredits a share of less than 20%, a proportional factor (pro rata) will be applied to the shareholding the Bidder held and holds for calculating the installed capacity to be credited with respect to Factors 1 and 2.

In any case, each certificate must at least indicate the Bidder's participation in the association, if that is the case, explicitly state the installed capacity of the Offshore Wind Power Project, its geographical location, the period in which the experience was acquired

and the current status of the Project. If all of the above is not specified, the certification will not be considered valid for obtaining a score within the evaluation criteria.

The documents must be presented in Spanish or accompanied by an official translation, and those issued abroad must comply with the requirements established by article 480 of the Code of Commerce of Colombia, except for those from signatory countries of the Hague Convention of 5 of October 1961 approved by Law 455 of 1998, in which case an apostille is required, in the terms of that law.

9.6.2.1 Accreditation of Experience in a Control Situation

The individual Bidder and the members of a Plural Bidder may accredit the evaluation criteria with the experience of their parent or controlling company, as long as they demonstrate a control situation through certification issued by the parent or controlling company.

Bidders whose Parent or Controlling Company is in the last publication of "The Energy Intelligence Top 100: Global NOC & IOC Rankings" from the firm "Energy Intelligence" and/or from the latest publication of "The Platts Top 250 Global Energy Company Rankings" from "S&P Global Platts" if they are listed on the stock exchange or are securities issuers, can prove the control situation or business group by presenting a simple copy of the 10-K or 20-F form registered with the Securities and Exchange Commission (SEC), or the equivalent form registered with homologous institutions, including the "Exhibit Significant Subsidiaries" or representative subsidiaries corresponding to the annual report of the last year declared through the 20F or 10K report of The New York Stock Exchange (NYSE), or a similar stock exchange. If the company requesting pre-qualification and that, due to its status as a member of a business group, whose parent or controlling company is registered in the previous publications, is not referenced in the 10K or 20F public reports of the New York Stock Exchange or its equivalent, they must attach a certificate issued only by the Board of Directors, CEO or General Counsel of the Controlling Company, whose status as the undersigned must be publicly recognized in the published annual reports.

9.7. Correction of Errors

The ANH will determine if there are errors in the results of the arithmetic operations of the Offers related to determining the scores and will proceed to correct them. By submitting the Offer, the Interested Party agrees to be bound by the corrections.

Arithmetic errors arise from a purely arithmetic calculations when the operations have been performed incorrectly. Consequently, they must be properly corrected without modifying or altering the factors or elements that compose it.

9.8. Grounds for Offer Rejection

Offers will be rejected in the events or circumstances set forth below:

- a. Having established that all or part of the information and documents provided are inaccurate or contrary to reality.
- b. Not meeting the requirements referred to in section 9.1 regarding the validity of the Offer of these Specific Terms.
- c. Not being duly authorized to present the Offer.
- d. The same Bidder, or individual or legal entities that are part of more than one Bidder, presenting more than one Offer for the same Nominated Area or the same Area of the Competitive Process. Failure to comply with the provisions of this section entails rejection of all Offers.
- e. The Offer does not include the signature of a representative or attorney, or they have not been duly constituted or accredited, or it was presented with amendments, deletions or inconsistencies with respect to the Order of Preference for assigning areas.
- f. For not having responded to a request for clarification in a timely, complete or satisfactory manner, or not having provided a document or remediable requirement in a timely and legal manner within the provided deadline.
- g. For not adjusting the Nominated Area according to the indicated parameters, when any observation and/or request to modify it has been made.
- h. Failure to present the Bid Guarantee of the Offer
- i. Failure to present the Technical Skill Transfer Program when submitting the Offer.
- j. Offers for which there is no financial capacity coverage according to the Order of Preference are rejected.
- k. Due to failure to respond to the request to complement and/or correct the presented documentation within the term formulated in this regard.
- l. Any other circumstance provided in these Specific Terms as grounds for rejection.

Chapter Ten

Allocating Areas and Awarding the Temporary Occupancy Permit

10.1. Grounds for non-Allocation of Areas

The non-allocation of areas will be declared in the following cases:

- 10.1.1. When no Offers are presented or those presented do not turn out to be valid Offers.
- 10.1.2. When reasons or well-founded causes arise that prevent objective selection.
- 10.1.3. A lack of at least one Pre-Qualified Bidder.

10.2. Allocating Areas and the Timeliness of Awarding the Temporary Occupancy Permit

The Temporary Occupancy Permit will be assigned in two stages, which will be developed as follows:

Stage 1: To assign the Temporary Occupation Permit, the offers will be organized in a list according to their score, from highest to lowest. The Offers will be analyzed case by case, in descending order according to said list. A Permit will be assigned over each Bidder's area of preference, as long as it does not overlap with areas assigned to a Bidder with a higher score. In the event it is not possible to assign the Permit for the area of their preference to a Bidder, the second area of preference will be analyzed, and so on.

Stage 2: Once the Offers of all Bidders have been analyzed, the previous process will be repeated to assign a Temporary Occupancy Permit over a second area to those Bidders that declared it in the Pre-Qualification requirements. This second Permit is only granted for areas that do not overlap with areas assigned in Stage 1.

Consequently, the stages will follow the following procedure:

1. The score of each Bidder and the Areas of Interest are determined.
2. The Bidder's score will be determined with respect to Areas that do not overlap.
3. It is determined whether or not there are Offers on Areas with complete or partial overlap.

4. In the event there is an overlap in the same Area, the Bidders' scores will be organized from highest to lowest.
5. When the Bidder has submitted more than one Offer and obtains the highest score in several of them, it will be assigned according to the presented Order of Preference.
6. Once the above has been exhausted, the Eligibility List will be published, in accordance with the milestones indicated in the Schedule.

Once the procedure has been exhausted, the Temporary Occupancy Permit Award Resolution will be communicated to the Bidder that ranked first on the corresponding Final Eligibility List. Furthermore, the Administrator will publish the result of the Process on the Website.

The Award Resolution generates obligations for DIMAR and the Successful Bidder. Once the Award Resolution has been issued, if the Successful Bidder does not comply with the requirements for the issuance of the Temporary Occupancy Permit in the established terms, DIMAR will proceed to declare non-compliance. In this case, DIMAR will execute the Bid Guarantee of the Offer as a sanction, notwithstanding the legal actions leading to the recognition of damages caused and not covered by the amount of said Guarantee and the initiation of the corresponding legal action on the matter.

In these events, the Permit will be awarded to the Bidder Pre-qualified in second place for eligibility.

10.3. Temporary Occupancy Permit Performance Guarantee

The Successful Bidder must deliver a bank guarantee or Standby letter of credit to protect, guarantee and support compliance with all obligations contracted in light of the Temporary Occupancy Permit, including the activities and schedule according to the presented Offer, which must be issued by a financial entity authorized for this purpose. The guarantee must meet the following conditions:

10.3.1. Term to Provide a Performance Guarantee

Within ninety (90) business days after the communication of the Award Resolution, the respective Successful Bidder or Bidders must create and present a guarantee to support compliance with all obligations contracted in the Temporary Occupancy Permit in favor of the Nation - Ministry of National Defense – General Maritime Directorate. The validity of the

Performance Guarantee will be for the duration of the Temporary Occupancy Permit and up to one (1) more year.

The Performance Guarantee must be in effect and produce full effects, without interruption, during the entire term of the Temporary Occupancy Permit.

The Titleholder may present independent Performance Guarantees for terms of no less than **one (1) year**. The guarantee must be renewed in such a way that there are no uncovered periods.

10.3.2. Amount of the Guarantee

The amount of the Temporary Occupancy Permit Performance Guarantee is estimated by applying the following formula:

$$\text{Performance Guarantee Value (VGC)} = 11,000,000 - \left[5,000,000 * \left(\frac{\text{CIMP}}{\text{Proposed cap.}} \right) \right]$$

Where:

VGC = Performance Guarantee Value during the Concession in US dollars.

CIMP = Minimum Installed Capacity of the Process in MW

Proposed Cap. = Proposed project capacity in MW

The amount of the guarantee must correspond to the amount resulting from the formula indicated in this section, in United States Dollars (USD).

The Performance Guarantee will cover at least the following:

- a) Damages derived from or related to non-compliance by the Holder with the obligations arising from the Permit, including damages derived from or related to (i) total or partial non-compliance with the Permit; and (ii) the Holder's late or defective compliance with the Permit obligations.
- b) The amount the Holder must pay under the Permit for fines and sanctions.

Performance Guarantees must be created according to the requirements established in article 146 of Regulatory Decree 1510 of 2013, compiled by Articles 2.2.1.2.3.4.1 of the Single

Regulatory Decree of the National Planning Administrative Sector 1082 of 2015, and comply with the requirements and conditions established in articles 110 to 113, 116, 121 and 127 of the same Law, compiled by Articles 2.2.1.2.3.1.1 to 2.2.1.2.3.1.4, and 2.2.1.2.3.1.18 of said Single Decree, or in the provisions that replace, amend or complement it.

10.3.3. Guarantee Renewal

Performance Guarantee renewals must be issued and formally delivered to DIMAR for approval, no less than one (1) month before the date their term must begin. In the event the Performance Guarantee does not fully satisfy any requirement, DIMAR will request the Titleholder for the pertinent amendments, adjustments or corrections, granting a period of eight (8) business days to adopt them, so there are no uncovered gaps. DIMAR will reject the performance guarantees presented by the Titleholder when they do not meet all the requirements. Failure by the Holder to obtain, renew or extend the performance guarantee in the required terms is a ground for serious non-compliance with the Permit and will entitle DIMAR to execute the current performance guarantee, in the terms of section 10.3.4 of these Specific Terms.

10.3.4. Execution of the Performance Guarantee.

The Temporary Occupancy Permits Performance Guarantee will be executed in the following events, except due to force majeure or a fortuitous event that has been duly verified or due to the act of a third party:

- a) If the duration of the Temporary Occupancy Permit has ended, the developer has not requested the Maritime Concession and has not initiated the resignation process according to Article 7 of Resolution 40284 of 2022 and its amendments.
- b) If the developer issues a relinquishment request and subsequent audits demonstrate non-compliance with the S-curve activities and the established schedule as of the waiver date, due to reasons not covered by Article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and any others that substitute, amend or complement them.](#)
- c) If the audits show a delay in the execution of the S curve and schedule presented in the offer that is not due to the reasons stipulated in Article 11 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and any others that substitute, amend or complement them.](#)
- d) If the inspections show non-compliance with any of the obligations of the Temporary Occupancy Permit.

- e) If the withdrawal is not carried out upon revocation of the Permit.
- f) If the renewal and delivery for approval of the Guarantee is not carried out within the times provided in the Permit.
- g) If any other cause for execution of the Performance Guarantee established in the Temporary Occupancy Permit is configured.

10.3.5. Regulation of Performance Guarantees.

The Successful Bidder may choose any of the following types of Performance Guarantees, as long as they meet the special requirements established in the Permit for all performance guarantees, especially those set out below:

Types of Guarantees	Minimum characteristics of the issuer	Applicable rules
Standby letter of credit issued in Colombia	<ul style="list-style-type: none"> • It must be a Colombian bank. • On the date of issuance, the issuing bank must have a long-term counterparty rating from a risk rating agency • Risk rating authorized by the Financial Superintendence of Colombia and internationally recognized, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600
Standby letter of credit issued outside of Colombia	<ul style="list-style-type: none"> • It must be a financial entity in the place of issuance. • On the date of issuance, the bank must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) AAA if a local rating, or (ii) BBB- if a global-scale rating. 	<ul style="list-style-type: none"> • ISP98 or UCP600 • It must be confirmed by a Colombian bank.
First-demand guarantee issued in Colombia	<ul style="list-style-type: none"> • It must be an entity supervised by the Financial Superintendence. • On the date of issuance, it must have a long-term counterparty rating from a risk rating agency authorized by the Financial Superintendence of Colombia and of international recognition, of at least: (i) 	<ul style="list-style-type: none"> • URDG758

Types of Guarantees	Minimum characteristics of the issuer	Applicable rules
	AAA if a local rating, or (ii) BBB- if a global-scale rating.	

10.3.6. Additional Obligations the Guarantor must Assume

In addition to all the obligations that must be assumed to comply with the requirements and demands of the Permit, the guarantor of the Performance Guarantee must assume the following obligations:

1. The guarantor's payment obligation must be upon first demand: The guarantor must unconditionally, absolutely, jointly and irrevocably undertake to pay DIMAR the amounts it requires, up to the full value of the performance guarantee, upon first demand, in the terms provided in the guarantee and Permit. The guarantor must undertake to comply with its obligations under the performance guarantee upon simple notification of non-compliance sent to it by DIMAR. The guarantor must be bound in the sense that it may not request or demand any documentation or requirements in addition to DIMAR's requirement, to comply with its payment obligation.
2. The guarantor's obligations must be irrevocable: The guarantor must make both the Performance Guarantee and the obligations assumed under it irrevocable, and that any cancellation, modification or revocation of the guarantee must necessarily have the prior, written and express approval of DIMAR for it to proceed.
3. The obligations of the guarantor must be autonomous and independent from those of the Titleholder. The guarantor must be bound in the sense that the performance guarantee is autonomous and independent from the obligations of the Holder and any other guarantee created in favor of DIMAR, and may be made effective upon first demand, regardless of the execution of any other current guarantee granted by the guarantor and/or Holder in favor of DIMAR.

The guarantor's obligations are enforceable regardless of any of the following circumstances:

- (a) Changes in the corporate existence of the Holder or guarantor, its shareholding structure, or the occurrence of any other procedure that may affect the Holder or guarantor;
- b) The existence of any claim, compensation or right the guarantor may have at any time against the Holder;

- c) The existence of any claim, compensation or right the guarantor may have at any time against DIMAR;
 - d) Any dispute, regardless of its nature, that exists or may exist between the Holder and/or DIMAR and/or the guarantor, regardless of whether said disputes are or may be subject to the decision of a judicial or arbitration authority;
 - e) Any extension, waiver, or other modification of the obligations of the Holder, whether or not they have been approved by the guarantor;
 - f) Any bankruptcy, insolvency, reorganization, restructuring, readjustment, assignment of liabilities to creditors, liquidation, assignment of assets and liabilities or similar process related to the Holder or any of its properties, whether voluntary or involuntary, or the action taken by the agent, promoter or authority in said procedure.
4. No proposal for exceptions and minimum waivers. The guarantor must undertake to abstain from proposing any type of real or personal exception to DIMAR, including any related to the Permit, the guarantee or the administrative acts issued by DIMAR with respect to executing the guarantee and the Permit.

The guarantor must irrevocably renounce:

- a) Any right that prevents, diminishes, impairs, delays or objects to DIMAR's rights to payment and execution of the performance guarantee. This waiver must include, among other things, but is not limited to, the right to retract or revoke its obligation, as well as the rights in articles 2381, 2382, 2383, 2392 and 2394 of the Colombian Civil Code, or the regulations that amend and replace them, and any and all other situations that may or may not have a basis in the financial, legal or administrative situation of the Holder and/or guarantor, or in a direct or indirect claim to the Holder and/or guarantor or from the Holder and/or guarantor to the DIMAR.
 - b) Any judicial or extrajudicial requirement for a notice of default.
 - c) To object to or refuse payment for any factual or legal circumstance, other than the absence of a payment requirement by DIMAR.
 - d) To object to or refuse payment due to inaccuracies or reticence attributable to DIMAR or the Holder.
5. Payment term: The guarantor must deposit the owed amounts based on the payment requirement by DIMAR in the account DIMAR determines when it makes the respective payment requirement, within a maximum period of one (1) month after receiving the payment request.

6. Net payments: The guarantor must make the payments to DIMAR in the same currency in which the guarantee was issued, free of all deductions for present and future taxes, charges, contributions, deductions, rates or withholdings, established by any competent jurisdiction.

The guarantor must assume that, if the law requires it or any financial entity to deduct and/or retain any of these items with respect to any amount that must be paid under the performance guarantee, after making all necessary deductions and/or withholdings (including the deductions and withholdings applicable to additional amounts that must be paid according to this section), the amount payable must be increased by as necessary for DIMAR to receive an amount equal to the amount that would have been received if such deductions and/or withholdings had not been made.

7. Direct payment: ~~The guarantor must undertake to pay DIMAR directly and to abstain from doing so through third parties unless DIMAR has expressly and previously authorized it. The guarantor is required to pay directly to DIMAR, unless the guarantor gets prior and express authorization to pay to a third party.~~
8. Exchange obligations: The guarantor must undertake to comply with all obligations and carry out all applicable and pertinent procedures, in accordance with the international exchange regulations provided in Colombian regulations and/or the issuing jurisdiction and/or any other jurisdiction that establishes any exchange rate requirements.
9. Information to DIMAR: The guarantor must immediately inform DIMAR of any fact or circumstances that may affect the existence, validity, enforceability, compliance or execution of the performance guarantee.

10.4. Labor Obligations Compliance Policy

The Successful Bidder is obliged to obtain and maintain a labor obligations compliance policy. Failure to do so is a ground for rejecting the issuance of the Temporary Occupancy Permit. Moreover, non-renewal of the policy is a serious breach of the Temporary Occupancy Permit.

10.4.1. Purpose and Coverage of the Labor Obligations Compliance Policy

The purpose of the labor obligations compliance policy must be to guarantee and secure all labor, social security, and occupational health and safety obligations of the Holder derived from hiring the personnel used (including employees and contractors of the Holder, as well

as contractors of the latter) to implement the Temporary Occupancy Permit and/or fulfill the obligations contracted by the Holder under the Permit.

The purpose of the policy must include payment of all amounts claimed by DIMAR for any loss, obligation, damage, cost, and/or expense caused or related to any administrative, judicial or extrajudicial action, lawsuit or claim, as a result of any breach by the Holder of its labor, social security, and occupational health and safety obligations derived from hiring personnel used (including employees and contractors of the Holder, as well as contractors of the latter) to execute the purpose of the Permit and/or comply with the obligations it contracted under the Permit. , caused as of the date the administrative act granting the Temporary Occupancy Permit becomes final and 3 more years.

The policy must provide coverage as of the date the administrative act granting the Temporary Occupancy Permit becomes final, its term and three (3) more years. The Temporary Occupancy Permit Holder may accredit compliance with this requirement by presenting guarantees with annual terms. In any case, the renewal of the next annuity must be submitted at least one (1) month before its expiration.

10.4.2. Date the labor obligations compliance policy must be issued and reviewed and approved by DIMAR

10.4.2.1 Within the term established for the formalization process, the Successful Bidder must establish a labor obligations compliance policy and submit it to approval by DIMAR in the terms of this section.

10.4.2.2 For the purpose of approving or rejecting the compliance policy, DIMAR must:

- a) Verify its authenticity with the person issuing it;
- b) Make sure it meets all the requirements.

10.4.2.3 In the event the labor obligations compliance policy does not fully satisfy any requirement, DIMAR will request the pertinent amendments, adjustments or corrections from the Successful Bidder, determining the peremptory period to adopt them, so there are no uncovered gaps. DIMAR will reject the labor obligations compliance policy presented by the Successful Bidder when it does not meet all the legal requirements. The Successful Bidder's failure to obtain, renew or extend the labor obligations compliance policy in the required term is grounds for rejecting issuance of the Temporary Occupancy Permit. Moreover, non-renewal of the policy is a serious breach of the Temporary Occupancy Permit.

10.4.3. Term of the Labor Obligations Compliance Policy

The labor obligations compliance policy and obligations of the guarantor must be in effect and produce full effects, without interruption, during the entire term of the Temporary Occupancy Permit and three (3) more years.

10.4.4. Amount of the Labor Obligations Compliance Policy

The labor obligation compliance policy should be issued for an amount equivalent to five percent (5%) of the total annual payroll for personnel dedicated to the project. This must be verified with a certification from the Statutory Auditor, supported by adequate documentation endorsed by the Statutory Auditor, External Auditor, Internal Auditor, or Controller. In their absence, the company's Accountant in charge of operations recording may provide the certification, as chosen by the Temporary Occupancy Permit's Successful Bidder, with a commitment to adjust for the next year if values change.

10.4.5. Insured Parties and Beneficiaries of the Labor Obligations Compliance Policy

The Successful Bidder must be appointed as the secured policyholder, the Nation – Ministry of Defense – General Maritime Directorate as the insured party of the labor obligations compliance policy, and the Nation – Ministry of Defense – General Maritime Directorate as beneficiary.

10.4.6. Additional Rules of the Policy.

Since it is an insurance policy, the rules provided in articles 2.2.1.2.3.2.1 to 2.2.1.2.3.2.7 of the Single Regulatory Decree of the National Planning Administrative Sector 1082 of 2015 or the provisions that amend, complement or replace them will apply in that which is not expressly regulated.

10.4.7. Analogous Application of the Rules of State Contracting Guarantees

In matters not specifically provided for by the Permit regarding guarantees, the rules regarding state contracting guarantees will apply, especially Law 1150 of 2007 and Single Regulatory Decree 1082 of 2015, or the provisions that amend, complement or replace them.

10.4.8. Minimum Characteristics of the Labor Obligations Compliance Policy

The Successful Bidder must obtain and maintain an insurance policy that meets the following characteristics:

1. Registered models: The insurance policy models with their annexes must have been registered by the insurance entity with the Financial Superintendence of Colombia, in accordance with the provisions of the Basic Legal Notice of said entity (C.E 029/14).

2. Characteristics of the issuer and requirements: The policies must be issued by Colombian insurance companies. When, in accordance with the terms of the insurance policies, the risk retention of the Colombian insurance companies that issue them is equal to or greater than 10% of the risk, the following requirements must be met concurrently:

a) On the date of issuance, the issuing Colombian insurance companies must have a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating;

b) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must be registered in REACOEX and have, on the date of issuance, a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition, of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating, and

c) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must issue a confirmation of the reinsurance support for the terms of the insurance policies issued by the issuing Colombian insurance companies.

When, in accordance with the terms of the insurance policies, the risk retention of the Colombian insurance companies that issue them is less than 10% of the risk, the following requirements must be met concurrently:

a) On the date of issuance, the issuing Colombian insurance companies must have a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition of (i) AA- if a local rating, or (ii) at least BB- if a global-scale rating.

b) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must be registered in REACOEX and have, on the date of issuance, a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition, of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating, and

c) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must issue a confirmation of the reinsurance support for the terms of the insurance policies issued by the issuing Colombian insurance companies.

10.4.9. Payment Deadline.

The guarantor must deposit the owed amounts based on the payment requirement by DIMAR in the account DIMAR determines when it makes the respective payment requirement, within a maximum period of one (1) month after receiving the payment request.

10.4.10 Net Payments: The guarantor must make the payments to DIMAR in Colombian pesos, free of all deductions for present and future taxes, charges, contributions, deductions, rates or withholdings, established by any competent jurisdiction.

The guarantor must assume that, if the law requires it or any financial entity to deduct and/or retain any of these items with respect to any amount that must be paid under the labor obligations compliance policy, after making all necessary deductions and/or withholdings (including the deductions and withholdings applicable to additional amounts that must be paid according to this section), the amount payable must be increased by as necessary for DIMAR to receive an amount equal to the amount that would have been received if such deductions and/or withholdings had not been made, in Colombian pesos.

10.4.11 Direct Payment: ~~The guarantor must undertake to pay DIMAR directly and to abstain from doing so through third parties unless DIMAR has expressly and previously authorized it.~~ [The guarantor is required to pay directly to DIMAR, unless the guarantor gets prior and express authorization to pay to a third party.](#)

10.4.12 Information to DIMAR: The guarantor must immediately inform DIMAR of any fact or circumstances that may affect the existence, validity, enforceability, compliance or execution of the performance guarantee.

10.5. Non-contractual Civil Liability Policy

The Successful Bidder is obliged to obtain and maintain a non-contractual civil liability policy in effect. Failure to do so is a ground for rejecting the issuance of the Temporary Occupancy Permit. Likewise, non-renewal of the policy is a serious breach of the Temporary Occupancy Permit.

10.5.1. Purpose and Coverage of the Non-contractual Civil Liability Policy

The purpose of the non-contractual civil liability insurance policy must be to insure all obligations under the responsibility of the Holder, whose source is the causation of damages or losses to third parties derived from actions, facts or omissions attributable to the Holder and/or their employees and/or dependents and/or agents and/or representatives and/or contractors and/or subcontractors, as of the date the administrative act granting the Temporary Occupancy Permit becomes firm, its term and up to three (3) more years.

Non-contractual civil liability insurance will cover at least the following:

- Work premises and operations
- Emerging damage
- Lost profits
- Moral damage and extra-property damages
- Owned and third-party vehicles
- Ships and naval artifacts.
- Archaeological heritage.
- Coverage for contractors and subcontractors
- Cross-liability
- Employers liability
- Civil liability for pollution and sudden, accidental and unforeseen contamination
- Medical expenses without prior demonstration of responsibility
- Assets under care, possession and control
- Loading and unloading operations
- Guards
- Defense expenses
- Costs of the process and judicial guarantees
- Civil liability for using explosives

- It will cover any other risk derived from developing the project and activities authorized in the TOP ~~and Concession~~.

10.5.2. Date the Non-contractual Civil Liability Policy must be Issued and Reviewed and Approved by DIMAR

10.5.2.1 Within the term established for the formalization process, the Successful Bidder must create a non-contractual civil liability policy and submit it to approval by DIMAR in the terms of this section.

10.5.2.2 For the purpose of approving or rejecting the compliance policy, DIMAR must:

- a) Verify its authenticity with the person issuing it;
- b) Make sure it meets all the requirements.

10.5.2.3 In the event the non-contractual civil liability policy does not fully satisfy any requirement, DIMAR will request the pertinent amendments, adjustments or corrections from the Successful Bidder, determining the peremptory period to adopt them, so there are no uncovered gaps. DIMAR will reject the non-contractual civil liability policy presented by the Successful Bidder when it does not meet all the legal requirements. The Successful Bidder's failure to obtain, renew or extend the non-contractual civil liability policy in the required term is grounds for rejecting issuance of the Temporary Occupancy Permit. Likewise, non-renewal of the policy is a serious breach of the Temporary Occupancy Permit.

10.5.3. Term of the Non-contractual Civil Liability Policy

The non-contractual civil liability policy and obligations of the guarantor must be in effect and produce full effects, without interruption, during the entire term of the Temporary Occupancy Permit and three (3) more years.

The Temporary Occupancy Permit Holder may accredit compliance with this requirement by presenting the policy with annual terms. In any case, the renewal of the next annuity must be submitted at least one (1) month before its expiration.

10.5.4. Amount of the Non-contractual Civil Liability Policy

The non-contractual civil liability policy must be issued for a value equal to five percent (5%) of the Temporary Occupation Permit's investment value, estimated from a certification by the Statutory Auditor. This must be supported by suitable documentation certified by the Statutory Auditor, External Auditor, Internal Auditor, or Controller. In their absence, the company's Accountant in charge of operations may certify, as selected by the Temporary Occupancy Permit's Successful Bidder, with an obligation to adjust in the subsequent year if values change.

10.5.5. Insured Parties and Beneficiaries of the Non-contractual Civil Liability Policy

The Successful Bidder must be appointed as the insured party and the Nation – Ministry of Defense – General Maritime Directorate as an additional insured party for actions carried out by the Holder(s), for which they are jointly and severally responsible. Additionally, third parties must be appointed as beneficiaries of the non-contractual civil liability insurance, including the Nation – Ministry of Defense – General Maritime Directorate in its capacity as third party.

10.5.6. Additional Rules of the Policy.

Since it is an insurance policy, the rules provided in articles 2.2.1.2.3.2.1 to 2.2.1.2.3.2.7 of the Single Regulatory Decree of the National Planning Administrative Sector 1082 of 2015 or the provisions that amend, complement or replace them will apply in that which is not expressly regulated.

10.5.7. Analogous Application of the Rules of State Contracting Guarantees

In matters not specifically provided for by the Permit regarding guarantees, the rules regarding state contracting guarantees will apply, especially Law 1150 of 2007 and Single Regulatory Decree of the National Planning Administrative Sector 1082 of 2015, and 1082 of 2015, or the provisions that amend, complement or replace them.

10.5.8. Minimum Characteristics of the Non-contractual Civil Liability Policy

The Successful Bidder must obtain and maintain an insurance policy that meets the following characteristics:

1. Registered models: The insurance policy models with their annexes must have been registered by the insurance entity with the Financial Superintendence of Colombia, in accordance with the provisions of the Basic Legal Notice of said entity (C.E 029/14).

2. Characteristics of the issuer and requirements: The policies must be issued by Colombian insurance companies. When, in accordance with the terms of the insurance policies, the risk retention of the Colombian insurance companies that issue them is equal to or greater than 10% of the risk, the following requirements must be met concurrently:

a) On the date of issuance, the issuing Colombian insurance companies must have a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating;

b) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must be registered in REACOEX and have, on the date of issuance, a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition, of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating, and

c) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must issue a confirmation of the reinsurance support for the terms of the insurance policies issued by the issuing Colombian insurance companies.

When, in accordance with the terms of the insurance policies, the risk retention of the Colombian insurance companies that issue them is less than 10% of the risk, the following requirements must be met concurrently:

a) On the date of issuance, the issuing Colombian insurance companies must have a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition of (i) AA- if a local rating, or (ii) at least BB- if a global-scale rating.

b) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must be registered in REACOEX and have, on the date of issuance, a financial strength rating from a risk rating agency authorized by the Financial Superintendence of Colombia and with international recognition, of (i) AAA if a local rating, or (ii) at least BBB- if a global-scale rating, and

c) Reinsurance companies that assume the risk not assumed by the issuing Colombian insurance companies must issue a confirmation of the reinsurance support for the terms of the insurance policies issued by the issuing Colombian insurance companies.

10.5.9. Payment Deadline.

The guarantor must deposit the owed amounts based on the payment requirement by DIMAR in the account DIMAR determines when it makes the respective payment requirement, within a maximum period of one (1) month after receiving the payment request.

10.5.10. Net Payments.

The guarantor must make the payments to DIMAR in Colombian pesos, free of all deductions for present and future taxes, charges, contributions, deductions, rates or withholdings, established by any competent jurisdiction.

The guarantor must assume that, if the law requires it or any financial entity to deduct and/or retain any of these items with respect to any amount that must be paid under the non-contractual civil liability policy, after making all necessary deductions and/or withholdings (including the deductions and withholdings applicable to additional amounts that must be paid according to this section), the amount payable must be increased by as necessary for DIMAR to receive an amount equal to the amount that would have been received if such deductions and/or withholdings had not been made, in Colombian pesos.

10.5.11: ~~The guarantor must undertake to pay DIMAR directly and to abstain from doing so through third parties unless DIMAR has expressly and previously authorized it.~~ The guarantor is required to pay directly to DIMAR, unless the guarantor gets prior and express authorization to pay to a third party.

10.5.12 Information to DIMAR: The guarantor must immediately inform DIMAR of any fact or circumstances that may affect the existence, validity, enforceability, compliance or execution of the performance guarantee.

10.6. Formalization of the Temporary Occupancy Permit

Once the Award Resolution is communicated, the Successful Bidders will have ninety (90) business days to deliver evidence of the following to DIMAR:

- a) The creation of the Temporary Occupancy Permit Performance Guarantee.
- b) Having established and delivered the non-contractual civil liability policy and salary and social benefits payment policy to DIMAR.
- c) The incorporation of the Promised Company based on which they participated in the Process and with which Pre-qualification was obtained, if applicable. **Additionally, a clause must be integrated that creates a joint liability framework among partners regarding obligations incurred from the issuance of the Temporary Occupancy Permit.**
- d) Establish a Consortium, **Temporary Union** or ~~Promise of Future~~ Company with a Public or Mixed Private-Public Ownership Company of the Energy Sector ~~National Energy Sector Shareholding~~ and submit to DIMAR the evidence of such action.
- e) If a joint and several debtor guarantee has been presented electronically in the Pre-qualification stage, the Successful Bidders must send it physically to DIMAR for the issuance of the Administrative Act of the Temporary Occupancy Permit.
- f) Having complied with the following requirements established by Colombian Maritime Regulation No. 5 for the authorization of the temporary installation of infrastructure for data capturing:
 1. Detailed description of the subject of the data capture, areas to be occupied, as well as the type of elements and materials of the infrastructure to be installed, without using materials that present environmental risks.
 2. A stability study of the infrastructure to be installed, which must comply with the safety and environmental protection criteria.
 3. Plan of the sector or area that is the subject of the request and projected location for the elements to be installed in the National Geocentric Reference Framework (MAGNA-SIRGAS, by its Spanish acronym), Official Datum of Colombia.

4. In the corresponding events, the Preventive Archeology Program must be presented to the Colombian Institute of Anthropology and History (ICANH), in accordance with Article 131 of Decree 2106 of 2019.
 5. Current documentation of the motor vessels to be used in operations or activities in maritime waters.
- g) A copy of the Certificate of Incorporation and Legal Representation issued by the Chamber of Commerce at least ninety (90) days before the presentation of the documents, in the case of national legal entities, and its equivalent in the case of foreign legal entities, as well as a copy of the I.D. of the Legal Representative and members of the Plural Bidder who will be Holders of the Permit.
- h) [Establishing a Foreign Company's Branch in Colombia when it is required.](#)

Additionally, the Successful Bidder must pay the cost of the procedure to obtain the Temporary Occupancy Permit, in accordance with what DIMAR defined in application of Law 1115 of 2006. The corresponding fee for granting said permit will be established by a Resolution by DIMAR.

Pursuant to Article 28 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#), once the guarantees have been delivered, the payment of the value of the procedure has been made, the Consortium is constituted, [Temporary Union or Company](#) ~~the Promise of Future Partnership with a Public or Mixed Private-Public Ownership Company of the Energy Sector~~ with shareholding of the Nation of the energy sector, DIMAR shall proceed to issue within the following thirty (30) Business Days the Administrative Act of Temporary Occupancy Permit.

Failure to comply with the requirements at the end of the formalization period will be grounds for rejecting the issuance of the Administrative Act that grants the Temporary Occupancy Permit.

In the event the Successful Bidder does not comply with their obligations, the Administrative Act for the Temporary Occupancy Permit will not be issued; instead, DIMAR will execute the Bid Guarantee of the Offer. ~~However, in the event that in the course of the formalization the association with a Public or Mixed Private-Public Ownership Company of the Energy Sector is not achieved, DIMAR will not execute the Bid Guarantee of the Offer, as long as proof of this is provided. In this case, the Temporary Occupancy Permit will not be issued.~~

The Successful Bidder has the option to request from DIMAR an extension of the deadline for formalizing an association agreement with a Company having National Shareholder Participation. This request must be well-substantiated, allowing DIMAR to determine the feasibility of granting this extension and, if so, to specify the duration of the extension period.

10.7. Participation in the execution of the Temporary Occupancy Permit of a Public or Mixed Private-Public Ownership Company of the Energy Sector Company with National Shareholding of the Energy Sector

Article 18 of Resolution 40284 of 2022, [its amending Resolution 40712 of December 1, 2023 and the others that substitute, amend or complement them](#) of the MME and DIMAR, requires the selected bidder for the granting of the Permit, that prior to its formalization, Chapter Tenth of these specific terms, demonstrate the constitution of the Consortium, [Temporary Union or Company](#) ~~or the promise of future partnership~~ with a Public or Mixed Private-Public Ownership Company of the Energy Sector ~~with National Shareholding Participation of the Energy Sector.~~

The fulfillment of this requirement entails the management of the Successful Bidder of the Temporary Occupation Permit, to agree the constitution of the Consortium, [Temporary Union or Company](#) ~~the promise of future partnership~~ with a Public or Mixed Private-Public Ownership Company of the Energy Sector ~~with a National Shareholding in the Energy Sector.~~ The terms of said association will be previously verified by the Ministry of Mines and Energy.

10.7.1. Conditions of the participation of the Public or Mixed Private-Public Ownership Company of the Energy Sector ~~with National Shareholding in the Energy Sector~~

~~The Public or Mixed Private-Public Ownership Company of the Energy Sector with National Shareholding in the Energy Sector~~ will not be subject to evaluation in the Pre-Qualification stage. It shall only have to prove the powers of its Registered Agent to sign the Consortium, [Temporary Union](#) ~~or Promise of Future Company~~ with the legal persons awarded the Temporary Occupation Permit and comply with the following:

To have ~~shareholding~~ participation of the Nation or territorial entity for which it must present certification of its ~~shareholding~~ composition or document that accredits such quality.

To count within its corporate purpose with activities of the energy sector in accordance with the provisions of Decree 1073 of 2015 Administrative Sector of Mines and Energy or

demonstrate the development of activities in the last five (5) years of the electricity sector. generation or transmission of energy.

The Public or Mixed Private-Public Ownership Company of the Energy Sector with National Equity Participation of the Energy Sector must fill out Form No. 8 and attach the supporting documents set forth therein.

10.7.2 Withdrawal of Members from the Association Agreement

The rules to be observed if the Company with National Shareholding in the Energy Sector or other party decides not to continue with developing the presented Project are established below:

- a) If, during the eighteen (18) months after the issuance of the Permit, the Company with National Shareholding in the Energy Sector decides to terminate its participation in the association (consortium or promised company) that is the Holder of the Permit, the other party will maintain ownership of the Temporary Occupancy Permit and may continue implementing it.
- b) If, during the eighteen (18) months after the issuance of the Permit, members other than the Company with National Shareholding in the Energy Sector opt to terminate the association agreement, the Permit will continue being implemented at the discretion of the Company with National Shareholding in the Energy Sector.

10.8. Verification of the conditions of participation of the Public or Mixed Private-Public Ownership Companies of the Energy Sector

The Ministry of Mines and Energy will verify compliance with the participation conditions of the Public or Mixed Private-Public Ownership Companies of the Energy Sector. Companies with Share Participation of the Nation of the Energy Sector in the Permit.