

## ANNEX 1

### To Dismantling Contract No 20240401

This Agreement (the "Annex") is made and entered into on this 01 day of July 2024, (the "Effective Date") by and between:

TIBIEL EOOD, a company incorporated under the laws of Republic of Bulgaria and having its registered office at 70 Krakra str Pernik 2300, Bulgaria; With commercial ID (or Tax no) : 106588084 Dimitar Ivanov- Manager. (the "COMPANY" or "CUSTOMER");

and VeMarine Motor Bakim ve Enerji Sistemleri San ve Tic A.S., a limited liability company incorporated and existing under the laws of Turkey, with registered address at Maslak Mah. Dereboyu Cd. Maslak Meydan Sk. Beybi Giz Plaza No:1 K:8 D.27 34485 Sarıyer/İstanbul/Turkey , registration number 9240808552 represented by Nedim Vural (the "CONTRACTOR");

singularly referred to as the "Party" and collectively referred to as "Parties".

The Parties hereby agree the following (all equipment as per Contract 20240401):

1. 4 x 20 V 34 SG Model Wartsila brand 8,73 MW gas-fired engine with the following serial numbers: PAAE010386, PAAE010387, PAAE010389, PAAE010390 20V34SG gas engines will be delivered by the Contractor on FAS Bati Port / Aliga) (the "SERVICES" or the "Equipment"),
2. 4 X Heat Recovery Steam Generators (HRSG) Complete excluding flue gas ducts FOT Aliaga port (Batı Port) (the "SERVICES" or the "Equipment")), all equipment as per Contract 20240401,
3. 4 X Step up transformers will be delivered by the Contractor on FOT Aliaga port (Batı Port) (the "SERVICES" or the "Equipment")), all equipment as per Contract 20240401
4. Exact port location will be additionally agreed upon by the Parties before Contractor Applies the Road Permits.
5. The price for the Services will be as stipulated below:\

#### MOSB Power Plant Relocation Project / Transportation to Port

The Contractor shall provide the below services for the loading and transport of the Equipment in Keçiliköy OSB Mahallesi No:1, Halil Yurtseven Caddesi, 45030 Yunusemre/Manisa/Turkiye on suitable vehicles by suitable equipment. The Contractor must deliver all Equipment to port, discharge it and place it in a suitable area INSIDE port, designated by port authorities. All relevant charges and fees which will be incurred in port are to be paid by the Company to port directly. The Contractor will pay all costs associated with loading of 4 engines as per item 5.1.1 from storage area and transporting it to vessel on FAS conditions. Other equipment mentioned in

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Article 5.1.2 and 5.1.3 will be unloaded to a suitable place inside port premises (the "storage area") and the transfer between storage area to area near the vessel will be done by port authorities and will be invoiced to Company directly.

**5.1. Equipment as described below:**

**5.1.1** 4 x 131 tons Wartsila Engines (The Parties agree that there could be a reasonable tolerance of engines' weight. For such can be considered a weight deviation of two tons) Detailed description of Engines as per Annex 1A, an integral part hereof;

**5.1.2.** 4 X 23.0 tons block transformer. Detailed description of Engines as per Annex 1A, an integral part hereof

**5.1.3** 4 X 38,00 tons HRSGs. Detailed description of Engines as per Annex 1A, an integral part hereof

**6. Loading Plan**

a. It is assumed that at engines will be loaded 2 plus 2 System. First group will be loaded at MOSB Power Plant and unloaded at port and same trucks will load second group of engines and will be unloaded to port. Loading will be done in parallel, and no waiting time is assumed. The rest of the Equipment will be loaded in the following manner: Depending on vessel arrival, contractor will inform Customer for the loading plan of equipment mentioned in Article 5.1.2 and 5.1.3

**7. Job Start Time**

Although the service start date is unknown, July/August 2024 is estimated. The Contractor must be notified in writing at least 30 calendar days before the start of the work (Pre-Avis).

**8. ROUTE & ADDRESS WHERE THE WORK WILL BE DONE;**

From MANİSA IND PARK Power Plant to BATI PORT / ALIAGA IZMIR

**LOADING INFORMATION;**

Total of 4 engines, 4 HRSGs and 4 transformers as per Annex 1A and integral part hereof

**DESCRIPTION OF THE WORK TO BE DONE:**

The Contractor shall have complete and full responsibility for loading and transport of the Equipment, in MANİSA OSB. Energy as follows: Lateral shifting in the Power Plant building, Jacking, loading on the carrier vehicle WITHIN THE BUILDING by means of Crane or Gantry, followed by land transportation to Batı Port ( Aliaga ) (WITHOUT INTERRUPTION) on a 2+2 basis. The rest of the Equipment shall be loaded and transported and unloaded to port

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Beylikdüzü / İSTANBUL

11.07.2023

Signature



To avoid any doubt, it is acknowledged by the Company that after unloading the equipment defined in clause 5.1 at the port, only the engines will be loaded and positioned under the hook for subsequent loading onto the vessel.

**PRICE:**

1.LOT 2 pcs. / II. LOT 2 pcs. total 4 Gensets.

4 pcs of GENSET. Sliding inside the building and loading on the vehicle inside the building, MANİSA IND PARK Power Plant Site – Land transportation to Batı Port (Aliaga ) and unloading to Batı Port on elephant legs.

TOTAL....73.000 EURO

The price for loading in MANİSA IND PARK Power Plant Site and transporting the 4 HRSGs + 4 transformers to port storage area is 77.000 Euros

**RENTAL OF CRANE, FORKLIFT, etc. EQUIPMENT**

TOTAL....18.250 EURO (estimated duration of loading is 10 days)

(Outside and inside the power plant building, it will be necessary to unload/load lifting, shifting and loading equipment from vehicles and handle this equipment during work.)

**WALL REMOVAL AND CONSTRUCTION**

TOTAL.... 7.500 EURO

(In order for the engines to be taken out, the side wall of the power plant building and the horizontal Ytong panels between the two girths will be removed to a sufficient height. After the 4gensets are taken out, the dismantled wall will be restored to its previous state by Company authorized by Manisa IND Park.)

**ROAD PERMIT FEE.....14.000 EURO ( Will be invoiced in advance %100 after order )**

Bridge investigations, reporting, zone protocols and guarantees.

**IN-PORT TRANSFER.....5,000 EURO**

The Contractor has the responsibility of arranging all moving of engines inside of Port premises, including from point of storage to designated vessel as per FAS Conditions (Incoterms 2010) This includes additional equipment necessary for the job. All fees regarding this moving will be included in the IN PORT TRANSFER fee of 5.000 EUR. This fee includes only for 4 x 20V34SG Wartsila GenSets.

**STORAGE FEE on ELEPHANT LEGS .....Per.GENSET 1.100 EURO**

(MAXIMUM PERIOD 10 DAYS) for the following days 90.- EURO Day/per genset.

The Company must inform the Contractor 6 weeks in advance in order the Contractor to conduct an access road survey to the loading port to be determined.

Fees Such as internal/external port storage , terminal handling charges and handling in other places at different locations , loading on the vessel are not responsibility of Contractor.

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**PAYMENT METHOD;**

Following the signing of the contract, the down payment is 40% in by bank transfer to the Contractor's account, the remaining balance will be paid in to the same account within 7 days following the invoice date to be issued once the Services have been completed in full. The road permit fee will be invoiced %100 after signature of contract.

**INCLUDED IN THE FREIGHT(CONTRACTOR)**

- Highways Authorities Special cargo transport document.
- Route survey study and route report.
- Bridge investigations report.
- Highways regional protocols and collaterals.
- Insurance against damages to 3rd parties (FFL)
- Insurance of the personnel against possible occupational accidents at the workplace.
- Transportation insurance.
- Food and accommodation of our crew during the work,
- Mobilization and demobilization of all equipment to be used in the job,
- Lashing on Trucks, Escort and Traffic
- Covering cargo with its packaging and tarpaulin

**EXCLUDED IN THIS CONTRACT from COMPANIES RESPONSIBILITIES**

- Cargo insurance.
- Disassembly of the accessories on the cargo that will have to be dismantled.
- Possible deficiencies and/or maintenance etc. repair and modification works on the cargo if it is necessary
- Export customs procedures and all possible taxes, duties, etc. fees.
- Entry to the export port, all official fees to be incurred in the port.
- All port charges such as, unloading the cargo on the ground or on the stools, re-loading on the trailer, storage and loading on the vessel., except the cost for the 4 engines. Loading of engines to vessel is not a Contractor's responsibility
- SPMT. Or similar transfer equipment.
- Mobile crane, Hi Up supply and fees.
- VAT ( %20 ) will be added all items in this offer separately.

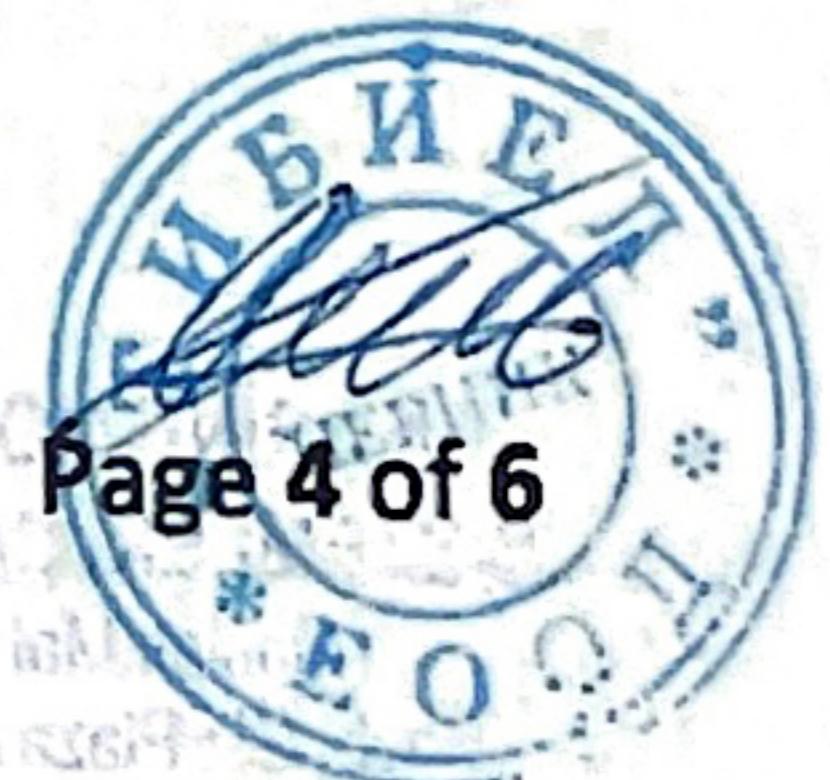
**CUSTOMER RESPONSIBILITIES** are as per Contract 20240401, including;

Making all loads ready for loading.

- Obtaining site entry permits for personnel and equipment.
- Allowing the use of the overhead crane by our team, if any, if needed
- Making the working area suitable for use.
- Ensuring that the work area and the entrance into the building are suitable for the

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entry and exit of our transporter vehicle.

➤ Supply of 380 V / 64 A for our lifting equipment we will use

**OTHER CONSIDERATIONS;**

\* If SPMT or similar transfer equipment that will be needed for taking the engines out of the building to the field and transferring them to the trailer in the field, it will be quoted separately.

\* The delivery time of the Auxiliary Equipment, shall be determined solely by the Contractor. Depending on site situation change in this timeline.

\*The free time for loading at MOSB Plant , unloading on elephant legs in Batı Port /Aliaga and getting ready near the vessel is totally 24 hours.

\* Transportation forecast for 4 x 20V34SG Wartsila GenSets is planned as 2 continuous lots of 2+2 on separate dates. If this plan changes, the Parties shall agree upon different conditions.

\* The CONTRACTOR is informed and aware that he has to deliver the engines to Aliaga Batıport and load them to vessel in the following way. Storing on port is Company's responsibility.

\* 4 Engines will be loaded on elephant legs till vessel arrives. When vessel arrives to port , Contractor will carry engines and transport the cargo and will get the engines under the hook of vessel as per FAS Conditions (Incoterms 2010)

\* The Customer must declare the ETA of the vessel to the Contractor before 15 calendar days of arrival.

\* If Customer accepts offer and makes payments for Road Permit, and Road Permit fee will be processed to local authorities and if project will be cancelled, road permit fee will not be paid back.

\* Preliminary survey work was carried out on the power plant building and site on 08.02.2024 and pricing was created.

\* Contractor's transportation planning is envisaged as 2+2 (without a break), and all engines will be placed on stands in the loading port area..

\* During the shifting, loading and at port, due to reasons not caused by the CONTRACTOR, 2.500 Euro per day+ VAT (first 2 days) will be invoiced. After first 2 days of waiting 3.000 Euro per day will be invoiced.

If the total waiting period exceeds 5 working days, the contractor /shipper has the right to unload the cargo unilaterally

In case the designated vessel, organized by the Company is delayed and the above loading plan cannot be performed, a waiting fee per equipment shall be paid by the Company as described above. In case the delay of vessel is so big that it makes impossible to perform the above-described loading plan, the trucks shall be released the engines which are loaded on trucks shall be discharged and placed on elephant legs in PORT.

\* The Contractor is entitled to have the works subject to this Annex performed by third parties without the need for the Company's approval.

## 9. Port Conditions

Any Another works which is not in Contractor scope within Ports will be in Customers responsibility. All payments will be done by Customer to Port Authorities directly.

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NOTES:

\*Price offer is given in line with the availability of places suitable for attaching slings on the loads and auxiliary handling devices.

\* During transportation via truck, the Contractor shall bear responsibility for all lashing, security, and dunning works. However, for loading onto the vessel at the port, the Company shall assume liability for lashing, security, and dunning, explicitly relieving the Contractor of any responsibility in this matter.

\* Road permits must be obtained to ensure customs procedures can be conducted either at the Manisa OSB Power Plant or at Aliaga / Bati Port. Any additional expenses arising from non-compliance with this requirement shall be borne by the Company.

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The Contractor:  
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Murat Duman

Name/Position



The Company:



Name/Position DIMITAR Ivanov  
Managing Director

