

Engineering, procurement and construction — engagement letter

Application reference	TAC-2026-0005
Project	Port Gabriella Storage Scheme
Developer / client	Bernier LLC SPV Ltd
Parent developer	Legros, Howe and Rodriguez
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To: Bernier LLC SPV Ltd

Attn: Project director — delivery

Re: Port Gabriella Storage Scheme (TAC-2026-0005)

We, Harbourbeck Construction & Energy Limited (“Contractor”), are pleased to set out the basis on which we will progress pre-construction services and, subject to contract, full EPC delivery for the solar_pv scheme at Haltom City Site: 550 Hardy Lake, Haleyshire. This letter supplements the connection application pack and is intended to evidence commercial engagement for lender and operator diligence.

The letter is subject to contract and commercial terms remain indicative.

1. Background and reliance

The Client is developing Port Gabriella Storage Scheme with a target export capability of 35 MW (export) at Wolftown BSP · 66 kV class interface. The Contractor has reviewed outline layouts, single-line diagrams, and the preliminary protection philosophy supplied under TAC-2026-0005. The parties acknowledge that the connection offer and any construction direction from the host network operator may impose further design constraints after financial close.

2. Appointment

The Client appoints the Contractor to provide the services described in section 3 on an exclusive basis until either (a) a full EPC contract is executed or (b) this letter is terminated in accordance with section 9. Until such EPC contract exists, fees are payable as set out in section 5.

3. Scope of services (pre-construction and EPC-ready)

1. Detailed design development for generation plant, balance of plant, MV collection, and grid interface up to the demarcation point stated in the connection offer for Port Gabriella Storage Scheme.
2. Procurement planning, long-lead equipment reservation (transformers, inverters / PCS, switchgear), and construction methodology including laydown and access from the site address above.
3. HSE planning, construction phase plan outline, and quality plan aligned to CDM 2015 and Client governance.
4. Commissioning strategy including energisation sequence, witness tests, and handover data packs for operations.

3A. Exclusions (unless added by change instruction)

- Offshore transmission, shared cable corridors outside the red-line boundary, and reinforcement works upstream of the point of connection.
- Development consent beyond the planning position declared in the application, and any section agreement not yet in agreed form.
- Lender step-in mechanics — the Contractor will co-operate with reasonable information requests but does not assume advisory duties to funders.

4. Programme milestones

The following dates are planning assumptions for TAC-2026-0005 and will be baselined at EPC contract signature. They are stated to support readiness reviews and evidence that delivery windows have been socialised with the supply chain.

Milestone	Target window	Dependencies
Notice to proceed (NTP)	T0 + 8 weeks	Financial close, insurances, and land access in force.
Mechanical completion (MC)	T0 + 22 months	Equipment deliveries, civils, and primary electrical installation.
Energisation / first export	T0 + 28 months	Grid compliance tests, protection witness, and DNO / TO permissions.
Provisional acceptance (PAC)	T0 + 31 months	Snag closure, as-built records, and training to Client O&M.

Commissioning strategy is mentioned, but no accountable owners, witness-test dates, or energisation procedure are provided.

The Contractor will maintain a critical-path report monthly and flag any float erosion attributable to connection offer changes, late land releases, or third-party reinforcement delays.

The contractor is named, appointed for pre-construction services, and tied to design, procurement, HSE, commissioning, and handover scope.

5. Commercial framework (headline terms)

Unless otherwise agreed, the Contractor proposes a lump-sum EPC price envelope subject to defined contingencies for ground conditions and for network study iterations. Pre-construction services will be invoiced monthly on a time-and-materials basis capped at an agreed ceiling, with fifty percent (50%) creditable against the EPC lump sum upon contract signature within nine (9) months of this letter.

Liquidated damages for delay to PAC shall not exceed a negotiated percentage of the contract price; bonus milestones may be included for early export capability where grid windows permit.

Retention	5% to PAC, one-half released at PAC, balance at FAC.
VAT	UK VAT rules as applicable; tax treatment of imported equipment per project structure.
Currency	Pounds sterling unless the EPC agreement specifies dual-currency tranches for major equipment.