

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

THIS FIRST AMENDMENT TO INTERCONNECTION AGREEMENT (this “**First Amendment**”) is entered into as of this 28th day of November, 2023 (the “**First Amendment Date**”)

BETWEEN:

- A. **PUERTO RICO ELECTRIC POWER AUTHORITY** (including any successor thereto, “**PREPA**” or “**Owner**”), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by Act No. 83 of the Legislative Assembly of Puerto Rico, enacted on May 2, 1941, represented in this act by its agent LUMA Energy ServCo, LLC, a Puerto Rico limited liability company (“**LUMA**”, and in its functions hereunder on behalf of Owner, “**T&D System Operator**”); and
- B. **CS-UR JUNCOS PV LLC** (“**Interconnection Customer**”), a Puerto Rico limited liability company organized under the laws of the Commonwealth of Puerto Rico, authorized to do business in Puerto Rico, employer identification number [REDACTED], with its principal office at 154 Calle Rafael Cordero, Suite 700, San Juan, PR 00902 (PO Box 9024163 San Juan, PR 00902-4163), represented in this act by its representatives, Mr. Michael Arndt, of legal age, [REDACTED], and Mr. Jorge Romero Barbado, of legal age, [REDACTED], authorized to jointly sign this Agreement on behalf of the Interconnection Customer as certified by the Resolution dated November 24th, 2023;

(collectively, the “**Parties**” and each a “**Party**”).

WHEREAS, the Parties have entered into the Interconnection Agreement, dated as of November 28, 2023 (the “**Agreement**”); and

WHEREAS, the Parties have agreed to amend the Agreement to clarify the original intent of the Parties, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.
2. Amendment to the Agreement.

(a) The definitions of “**Estimated Costs**”; “**Fixed and Firm Price for the T&D System Operator’s Interconnection Facilities Works**” and “**Termination Costs**” in Section 1 (*Definitions*) of the Agreement are amended and restated as follows:

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“**Estimated Costs**” means the estimated costs for the Owner’s Interconnection Facilities Works and the T&D System Operator’s Interconnection Works Estimated Costs (including, for the avoidance of doubt, the PREPA Interconnection and System Upgrade Cost), and excludes the costs of the Network Upgrades Works; the Estimated Costs are the amount set forth in the section titled “Interconnection Cost Estimate (\$’s)” in the Executive Summary of the Interconnection Study in the line item “Total Interconnection Cost Estimate” **minus** the costs listed under Network Upgrades, and this amount is included in Appendix B (*T&D System Operator’s Interconnection Facilities Works Payment; Other Milestones*) of this Agreement.

“**Fixed and Firm Price for the T&D System Operator’s Interconnection Facilities Works**” means the fixed and firm price for the T&D System Operator’s Interconnection Facilities Works, excluding the Network Upgrades Works, resulting from the T&D System Operator’s procurement for the T&D System Operator’s Interconnection Facilities Works pursuant to paragraph (a) of Section 5.3 of this Agreement and including the T&D System Operator’s Interconnection Works Estimated Costs.

“**Termination Costs**” means, with respect to any Party, all costs incurred by such Party in association with the Interconnection Facilities, including the cost of (i) any cancellation of orders or contracts, (ii) the removal, relocation or other disposition or retirement of materials, equipment, or facilities, delivered to, or installed at, the site of the Interconnection Facilities, and (iii) disconnecting the Resource Facility from the T&D System. In the event the notice to terminate under Section 2.3(a) is provided before Interconnection Customer provides the written authorization under Section 5.4 (c), it shall be deemed that there are no Termination Costs.

(b) Section 11.2 (*Owner’s Interconnection Facilities & Network Upgrades*) of the Agreement is amended and restated as follows:

T&D System Operator shall procure the design, and construction of, and control the Network Upgrades, and the Interconnection Customer shall not be responsible for the costs of the Network Upgrades Works. T&D System Operator shall procure the design and construction of Owner’s Interconnection Facilities, which shall be at the expense of the Interconnection Customer up to the amount specified in paragraph (b) of Section 5.3.

3. Other Terms and Conditions.

(a) Full Force and Effect. The Agreement, as amended by this First Amendment, remains in full force and effect in accordance with its terms.

(b) Governing Law. This First Amendment shall be governed by, construed, and enforced in accordance with the Laws of the Commonwealth of Puerto Rico without regard to any contrary result required under applicable conflicts of laws rules.

(c) Counterparts. This First Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

[Signatures appear on the next page.]

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IN WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment in San Juan, Puerto Rico as of the Agreement Date.



**PUERTO RICO ELECTRIC POWER
AUTHORITY** as T&D System Operator


CS-UR Juncos PV LLC as
“Interconnection Customer”

By:

LUMA Energy ServCo, LLC
Raphael
Gignac
Digitally signed by
Raphael Gignac
Date: 2023.11.30
19:56:05 -04'00'
Authorized Representative

acting pursuant to the authority delegated by System Operator to LUMA under the Operation and Maintenance Agreement, dated June 22, 2020, among System Operator, P3A and LUMA.

By: 
Michael Arndt
Attorney-in-fact
Tax ID Number: 

By: 
Jorge Romero Barbado
Attorney-in-fact
Tax ID Number: 