

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

THIS FIRST AMENDMENT TO INTERCONNECTION AGREEMENT (this “**First Amendment**”) is entered into as of this 21st 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. **CIRO Two Salinas LLC** (“**Interconnection Customer**”), a limited liability company organized under the laws of Delaware, and authorized to do business in Puerto Rico, represented in this act by Mr. Mario Tomasini, of legal age, [REDACTED] [REDACTED] authorized to sign this Agreement on behalf of Interconnection Customer as provided in the Resolution dated June 29, 2021;

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

WHEREAS, the Parties have entered into the Interconnection Agreement, dated as of November 21st, 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) 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. If applicable, T&D System Operator shall procure the design and construction of Owner’s Interconnection Facilities at the sole expense of the Interconnection Customer.

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 any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format (“PDF”) or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures appear on the next page.]

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

CIRO Two Salinas LLC
as Interconnection Customer

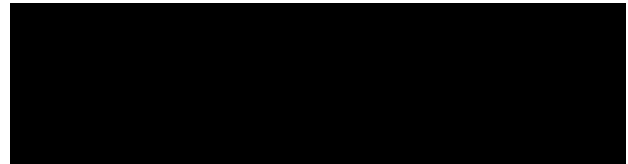
By:

By:

LUMA Energy ServCo, LLC

**Raphael
Gignac** Digitally signed by
Raphael Gignac
Date: 2023.11.29
18:10:53 -04'00'

Raphael Gignac
Authorized Representative



Mario Tomasini
Authorized Representative
Tax ID Number: [redacted] [name]

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