

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

THIS FIRST AMENDMENT TO INTERCONNECTION AGREEMENT (this “**First Amendment**”) is entered into as of this 30th 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. **CLEAN FLEXIBLE ENERGY, LLC** (“**Interconnection Customer**”), a limited liability company organized under the laws of Puerto Rico, employer identification number [REDACTED], with its principal office at 350 Carlos Chardon Ave., Suite 1034, San Juan, Puerto Rico 00918, represented in this act by its representative, Jesus Bolinaga, of legal age, [REDACTED], authorized to sign this Agreement on behalf of the Interconnection Customer as per resolution of the sole member of Interconnection Customer dated January 1, 2023;

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

WHEREAS, the Parties have entered into the Interconnection Agreement, dated as of November 30, 2023 in connection with Interconnection Customer’s battery energy storage system (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:

“**Estimated Costs**” means the estimated costs for the T&D System Operator’s Interconnection Facilities Works, which includes the estimated costs for the Owner’s Interconnection Facilities



Works and the Network Upgrades, the PREPA Interconnection and System Upgrade Cost, and the T&D System Operator's Interconnection Works Estimated Costs **but excluding** the costs for the Network Upgrades; the Estimated Costs are set forth in the section titled "Interconnection Cost Estimate" in the Executive Summary of the Interconnection Study titled "Executive Summary Project Name: Jobos Solar A-1-P, A-2-E", dated May 20, 2022, in the table titled "Interconnection Cost Estimate (\$'s)", the line item "Total Interconnection Cost Estimate" **minus** the costs listed under "Network Upgrades (Class 5)"; the amount of the Estimated Costs 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 (*Design and Equipment Procurement; Owner's Interconnection Facilities Works; T&D System Operator's Interconnection Facilities Works Payment*) of this Agreement and including the T&D System Operator's Interconnection Works costs.

"T&D System Operator's Interconnection Works Estimated Costs" means the estimated costs for the T&D System Operator's Interconnection Works, which estimate appears in the section titled "Interconnection Cost Estimate" of the Executive Summary of the Interconnection Study titled "Executive Summary Project Name: Jobos Solar A-1-P, A-2-E", dated May 20, 2022, in the table titled "Interconnection Cost Estimate (\$'s)", in the line item "LUMA Interconnection Works (See Appendix D)" under "POI-A-1-P A-2-E Jobos TC Class 3)".

"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, if applicable, 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. 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 (*Design and Equipment Procurement; Owner's Interconnection Facilities Works; T&D System Operator's Interconnection Facilities Works Payment*).



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.]



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

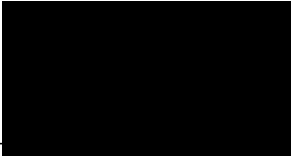

CLEAN FLEXIBLE ENERGY, LLC
as Interconnection Customer

By:

By:

LUMA Energy ServCo, LLC
Raphael
Gignac
Digitally signed by
Raphael Gignac
Date: 2023.12.01 12:37:45
-04'00'

Raphael Gignac
Authorized Representative of T&D
System Operator


Jesus Bolinaga
President
Tax ID Number: 

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.