

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 (the “**Agreement**”) in connection with Interconnection Customer’s battery energy storage system in Salinas, Puerto Rico; 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 definition of “**Termination Costs**” in Section 1 (*Definitions*) of the Agreement is amended and restated as follows:

“**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. 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

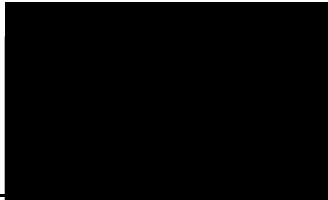
CLEAN FLEXIBLE ENERGY, LLC
as Interconnection Customer

By:

By:

LUMA Energy ServCo, LLC

**Raphael
Gignac** Digitally signed by
Raphael Gignac
Date: 2023.12.01
12:38:11 -04'00'



Raphael Gignac
Authorized Representative

Jesus Bolinaga
President
Tax ID Number: _____

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.