

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

THIS FIRST AMENDMENT TO INTERCONNECTION AGREEMENT (this “**First Amendment**”) is entered into as of this 28 day of September, 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. **SOLANER PUERTO RICO ONE, 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 250 Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, represented in this act by its representatives, Mr. Francisco Caballero Herrera, of legal age, [REDACTED] [REDACTED] authorized to jointly sign this Agreement on behalf of the Interconnection Customer as certified by the Resolution dated June 24th, 2022;

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

WHEREAS, the Parties have entered into the Interconnection Agreement, dated as of June 30, 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 following definition is added to Section 1 (*Definitions*) of the Agreement:

“**Network Upgrades Works**” means the design, permitting, construction, installation, testing and commissioning of the Network Upgrades.
 - (b) The definition of “**T&D System Operator’s Interconnection Facilities Works**” in Section 1 (*Definitions*) of the Agreement is amended and restated as follows:

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“**T&D System Operator’s Interconnection Facilities Works**” means, if applicable, the Owner’s Interconnection Facilities Works, the Network Upgrades Works and the LUMA Interconnection Services.

(c) Section 5.14.b of the Agreement is amended and restated as follows:

5.14.b In the event that Interconnection Customer desires to modify the Resource Facility and such modification will not require an Interconnection Request, at Interconnection Customer’s request T&D System Operator shall provide, within thirty (30) Days (or such other reasonable amount of time), an estimate of any additional modifications to the T&D System, the Owner’s Interconnection Facilities or the Network Upgrades necessitated by such modification and a good faith estimate of the costs of any additional modifications to the Owner’s Interconnection Facilities.

(d) 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 at its sole expense. T&D System Operator shall procure the design and construction of, and control the Owner’s Interconnection Facilities at the sole expense of the Interconnection Customer. T&D System Operator acknowledges and agrees that the payment by Interconnection Customer of the PREPA Final Costs, which forms a condition precedent to the Closing Date, satisfies the Interconnection Customer’s obligation to fund the Owner’s Interconnection Facilities in full and shall include their maintenance as per Section 10.5.b.

(e) The reference to “T&D System Operator’s Interconnection Facilities Works” in Appendix A (*Signing Conditions*) to the Agreement is deleted and replaced with “Owner’s Interconnection Facilities Works.”

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.

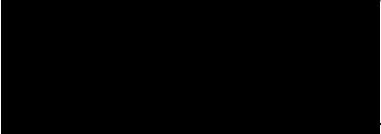
[Signatures appear on the next page.]

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

By:

LUMA Energy ServCo, LLC



**Raphael
Gignac**

Digitally signed by
Raphael Gignac
Date: 2023.10.31
09:59:18 -04'00'

Authorized Representative

**SO
LL**

By:



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Director

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.