

**AMENDED NO. 4 & ADDENDUM TO CONTRACT TTGI-SA-2018-01  
STORAGE AGREEMENT**

This addendum to the Storage Agreement is made by and between **TRISTAR TERMINALS GUAM, INC.**, a Guam corporation whose address is P.O. Box 8210, Agat, Guam 96918, and **GUAM POWER AUTHORITY**, a public corporation of Guam, whose address is P.O. Box 2977, Hagatna, Guam 96932.

**WHEREAS**, a Storage Agreement with the reference "TTGI-SA-2018-01" between the parties dated 1<sup>st</sup> January, 2018 and consequently amended in December 2022, and the parties want to make the following addendums to the said Agreement applicable from 1<sup>st</sup> May, 2024 onwards.

**NOW, THEREFORE**, the parties agree:

**E. CONSIDERATION**

**E.1 Fee:**

e) Storage Rate for Tank 1906 and 1907 shall be as follows

<b>Tank#</b>	<b>Period</b>	<b>Monthly Fee</b>	<b>Total Estimated Fees</b>
1906	25 Months (June 2024 – June 2026)	\$ 98,000.00	\$ 2,450,000.00
1907	24 Months (July 2024 – June 2026)	\$ 98,000.00	\$ 2,352,000.00
		<b>TOTAL</b>	<b>\$ 4,802,000.00</b>

**H. TERM OF THE AGREEMENT**

**H.1 Term:**

The said Agreement is extended upon expiration of the original term and the term of the extended agreement shall end on June 30<sup>th</sup>, 2026 for Tank 1906 and June 30<sup>th</sup>, 2026 for Tank 1907, respectively.

The customer shall be given the option to extend the term on a month-to-month basis for a period up to two (2) years ("Additional Extended Term") upon expiration of this contract amendment. The Terms and Conditions, including the storage fees for the Additional Extended Term shall be mutually agreed upon by both parties prior to the customer exercising the Additional Extended Term option. The customer shall provide in writing a minimum notice period of 30 days prior to any extension.

**H.2 Termination:**

This Agreement may be terminated prior to the Term expiration under the following conditions:


- a) upon written agreement of the Parties, which agreement shall provide, among other things, the effective date of termination; or
- b) by the Party not in default upon the occurrence of a material event of default, in accordance with the provisions of Section 16 of this Agreement; or

- c) upon closure of the Terminal or termination of any of Operator's pipeline easements that is material for the provision of services hereunder; or
- d) compulsory acquisition, governmental requisition, expropriation, intervention by relevant authorities or any similar occurrence which results in the closure of Operator's Terminal or termination of its pipeline easements, or which materially and adversely affects the ability of the Parties to continue with this Agreement or the ability of Operator to operate the Terminal and/or the related pipelines; or
- e) For Tank 1907, upon one (1) year's notice by customer for the original term. In the event of early termination, customer shall pay operator an amount equivalent to six months of the storage fee defined in Section E.1 (e); or
- f) For Tank 1907, upon two (2) month's notice by customer for the extension term. In the event of early termination, Customer shall pay operator an amount equivalent to two months of the storage fee defined in Section E.1 (e); or
- g) For Tank 1906, upon three (3) month's notice by customer for the original term. In the event of early termination, Customer shall pay operator an amount equivalent to three months of the storage fee defined in Section E.1 (e)
- h) by Customer under Section 6 (Compliance with Laws and Regulations) of this Agreement; or
- i) by a Party in accordance with Section 15.5 (Force Majeure) of this Agreement

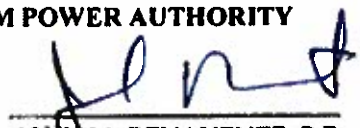
In the event of termination, the Parties shall in good faith and as soon as practicable endeavor to agree on the manner of winding down. Until the effective date of termination, the Parties shall continue to have and to carry out all their rights and obligations as stated in this Agreement. Termination of this Agreement for any reason shall not be deemed a waiver of any of the Parties' rights and obligations existing before the effective date of termination.

Except as stated herein all other terms and condition of the Storage Agreement and Amendments thereto shall remain in effect.

**TRISTAR TERMINALS GUAM, INC.**

By:   
Name: K.K. VIKRAMAN  
Title: General Manager  
Date: JAN 11, 2024

**GUAM POWER AUTHORITY**

By:   
Name: JOHN M. BENAVENTE, P.E.  
Title: General Manager  
Date: MARCH 6, 2024