

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

This FIRST AMENDMENT TO INTERCONNECTION AGREEMENT (“**Amendment**”), effective as of September 30, 2020, is entered into by and among Guam Power Authority (“**GPA**”), and HEC Guam A LLC and HEC Guam B LLC (“**HEC A**” and “**HEC B**” or collectively the “**Interconnection Customer**”). GPA and the Interconnection Customer may be individually referred to herein as a “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, GPA and Interconnection Customer previously entered into that certain Renewable Interconnection Agreement, dated as of August 22, 2018 (the “**Agreement**”); and

WHEREAS, the Parties desire now to amend the Agreement as set forth below.

Now, therefore, for good and valuable consideration, including, without limitation, the covenants and agreements of the Parties contained in this Amendment, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. Use of Terms. Capitalized terms used but not defined herein shall have the meaning given such terms in the Agreement.

2. System Stability Upgrades. Section 4.2 of the Agreement shall be amended such that the last sentence of the second paragraph and the entire third paragraph of Section 4.2 shall be deleted and replaced with the following:

The first \$900,000 of the actual costs of such required System Stability Upgrades, including overhead, shall be borne by the Interconnection Customer. All verified costs of required System Stability Upgrades in excess of \$900,000 shall be borne by GPA.

Interconnection Customer shall:

- a. procure and provide to GPA SEL411L or SEL 311L line differential relays as listed in Table 1 of Attachment 5 of the Agreement, and
- b. update as-built engineering plans.

Interconnection Customer shall notify GPA and obtain approval prior to incurring costs in excess of \$900,000. In the event Interconnection Customer incurs costs in excess of \$900,000 for procurement, packing, shipping and insurance of the line differential relays, GPA shall reimburse Interconnection Customer for such excess costs no later than 30 days after GPA’s receipt of notice from Interconnection Customers of such excess payments. Such notice shall include invoices, receipts, or other materials necessary to document such excess. For avoidance of doubt such costs shall include Interconnection Customer’s reasonable overhead and project management expenses associated with procurement of materials and preparation of as built drawings.

3. Attachment 5: Attachment 5 of the Agreement shall be amended such that all text following Table 1 of Attachment 5 shall be deleted and replaced with the following:

The Interconnection Customer's obligations shall be limited to an amount not to exceed \$900,000 for (a) procurement of equipment and materials and (b) the selection of an independent contractor, approved by GPA, who will create the as-built engineering design updates for the System Stability Upgrades.

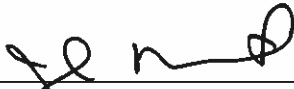
Upon delivery of the above-mentioned differential relays to GPA, ownership of all assets in relation to the differential relay replacement project for System Stability Upgrades and all rights thereof shall be transferred to the GPA.

4. Miscellaneous. All terms and conditions of the Agreement not specifically amended in this Amendment shall remain in full force and effect. This Amendment may be executed in more than one counterpart, each of which may be signed by fewer than all Parties, but all of which constitute the same Amendment. This Amendment constitutes the entire agreement between the Parties with respect to the matters addressed herein. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either Party, or any representative of either Party, which is not expressed herein shall be binding. This Amendment shall be governed by the Laws of Guam and any disputes arising under this Amendment shall be resolved in accordance with Section 10.1 of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto made and executed this Amendment, signed by their duly authorized officers or individuals, as of the dates listed below.

GUAM POWER AUTHORITY

By: 

Name: John M. Benavente, P.E.


Title: General Manager

Date: 9/22/2020

HEC GUAM A LLC

By: HEC Guam Partnership A, LLC
Its: Member

By: Hanwha Energy USA Holdings Corporation
Its: Manager

By: 

Name: Henry Yun

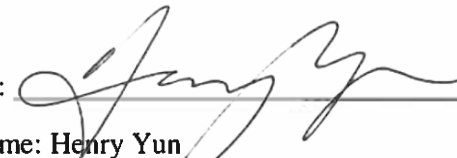
Title: President and CEO

Date:

HEC GUAM B LLC

By: HEC Guam Partnership B, LLC
Its: Member

By: Hanwha Energy USA Holdings Corporation
Its: Manager

By: 

Name: Henry Yun

Title: President and CEO

Date:

Signature Page to First Amendment to Interconnection Agreement