# AMENDED NO. 5 STORAGE AGREEMENT TTGI-SA-2013

This Amendment No. 5 to the Storage Agreement ("5<sup>th</sup> Amendment") 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 (GPA)**, a public corporation of Guam, whose address is P.O. Box 2977, Hagatna, Guam 96932.

**WHEREAS,** a Storage Agreement with the reference "TTGI-SA-2013" between the parties dated 1<sup>st</sup> September, 2013 expires on 31<sup>st</sup> August, 2025, and the parties want to extend and continue the said Agreement.

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

1. Amendment No.5 to the Agreement shall be as follows:

### **SECTION 5. TERM**

- a) The said Agreement is extended for 1 year to commence on September 01, 2025, and to expire on August 31, 2026.
- b) The customer shall have the option to extend on a year-to-year basis, upon expiration of the extended term on August 31, 2026, for a period not exceeding two (2) successive yearly extensions. In the event that an "Additional Extension Term" beyond the agreed optional two (2) successive yearly extensions is needed, the Terms and Conditions, including the storage fees shall be mutually agreed upon by both Parties prior to exercising the Additional Extension Term option.
- c) The customer shall provide in writing with a minimum notice period of 30 days prior to exercising the allowed extension.

#### **SECTION 6. STORAGE FEE**

The storage fee for the extended period will be:

| Extended<br>Period Year | Period                       | Monthly Fee  | Annual Fee     |
|-------------------------|------------------------------|--------------|----------------|
| 1                       | September 2025 - August 2026 | \$169,209.26 | \$2,030,511.17 |

## **SECTION 7. TERMINATION**

This Agreement may be terminated earlier than the term expiration under the following conditions:

a) Upon agreement of the Parties, with a minimum notice period of two (2) months, either in writing or by email, 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 29 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) By a Party in accordance with Section 14 (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.

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

| WE |
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Ву:

Name: John Aflleje

Title: Terminal Manager

Date: 06 June 2025

**GUAM POWER AUTHORITY** 

Name: John Benavente, P.E.

Title: General Manager

Date: 6/10/2025

By: