

PUBLIC VERSION

**Amendment Number 1 to
The SUPPLIER SERVICES AGREEMENT**

This Amendment Number 1 (“Amendment No.1”) to the Supplier Services Agreement dated [REDACTED] (this “Amendment”) is entered into as of [REDACTED] by and between **IBERDROLA USA MANAGEMENT CORPORATION** (“IUMC” or “CUSTOMER”), a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 and [REDACTED] (“SUPPLIER”), with offices located at [REDACTED] in [REDACTED]

WITNESSETH:

WHEREAS, the Parties desire to enter into this Amendment to make changes to the Supplier Services Agreement as are set forth herein

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

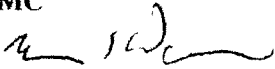
- A) IUMC is providing written notice per section 5.2 of the Agreement to extend the term beyond the initial one year period of [REDACTED]
- B) Schedule D-2 will be added in it entirety to replace Schedule D to govern the extended term of this Agreement. All previous pricing appendices as stated in the Agreement and subsequent Amendments will remain unchanged.
- C) Schedule F-2 will be added in it entirety to and all previous pricing appendices as stated in the Agreement and subsequent Amendments will remain unchanged.

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Except as expressly amended by this Amendment No. 1, the Supplier Services Agreement and subsequent Amendments shall remain unchanged and in full force and effect and the Parties hereby ratify and confirm the Supplier Services Agreement and each of its obligations. Any conflict between the Supplier Services Agreement and this Amendment No. 1 shall be resolved in favor of this Amendment No. 1. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts and to be performed in such state, without regard to conflict of laws principles. This Amendment No. 1 is signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, IUMC and SUPPLIER have each caused this Amendment No. 1 to be signed as delivered by its duly authorized officers as of the date first given above.

IUMC



Signature

Kevin Walker

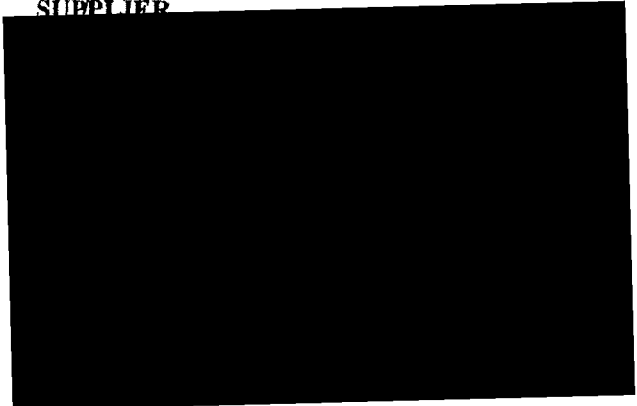
Print Name

Chief Operating Officer

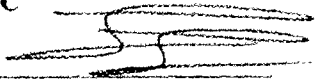
Title

Date

SUPPLIER



IUMC



Signature

Jose Maria TORRES

Print Name

CEO

Title

Date

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SCHEDULE D-2

Pricing Terms

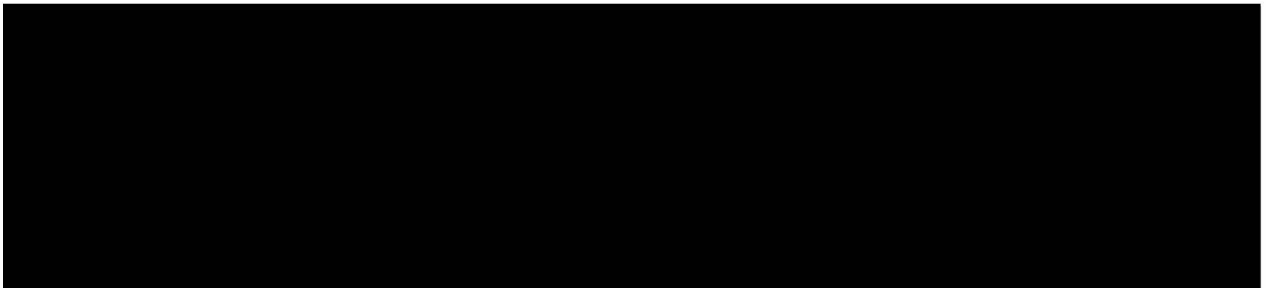
Per Diems & Expense Reports – Supplier is to bill customer a single line item on each invoice adding [REDACTED] to cover all Per Diems and Expenses.

Volume Discount Scenario – Upon reaching a milestone of [REDACTED] hours invoiced by the Supplier, Supplier will provide a [REDACTED] hourly rate discount on all hours billed over [REDACTED] through the [REDACTED] of this Agreement ending on [REDACTED]

Volume Discounts are based on compliance with payment terms to the Supplier as outlined in Article 4.1 of the Agreement. If payments are delayed, Supplier will charge Customer a [REDACTED] per month late fee. Any late fees not paid within the month are included in the next months late fee. Below is an example of a \$1,000,000 invoice and how interest is accumulated per day for 15, 30, and 45 days late.



Any interest expense incurred by the Supplier from the date of this Amendment through [REDACTED] are to be offset against the [REDACTED] volume discount achieved through extended hours. Supplier will invoice Customer a capped monthly expense based on the volume discounts achieved. Below is an example of Suppliers accumulated interest would be offset against volume discounts.



Hourly Rates: Hourly Rates below will remain firm, not subject to escalation for the duration of the project.

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Activity	Total Hourly Labor Rate
<i>Program Management</i>	
Principle Sponsor	
Program Director	
Program Management Specialist	
Program Manager	
Senior Project Manager	
Project Manager	
PMO Manager	
Project System and Document Specialist	
PMO Specialist	
Estimator	
Asst. Project Manager	
Project Support	
QA/QC Manager	
Scheduler	
Cost Controller	
Administrative Assistant	
<i>Community Relations</i>	
Community Relations Manager	
Community Relations Assistant	
Community Relations Field Operative	
<i>Safety</i>	
Site Safety & Health Manager	
Safety & Health Specialist	
<i>Real Estate</i>	
Real Estate Manager	
Real Estate Licensed Broker	
Right of Way Specialist	
<i>Procurement Support</i>	
Procurement Manager	
Procurement Coordinator	
Procurement Assistant	
Contract Administrator	
Materials Manager	
Expeditor	
Cost Analyst	
<i>Transmission</i>	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	

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Substation Civil	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	
Substation Structural	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	
Substation Electrical	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	
Owner Engineering	
Senior Project Manager	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	

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Environmental	
Project Manager	
Environmental Manager	
Senior Environmental Specialist	
Environmental Specialist	
Environmental Technician	
Environmental Compliance Inspector	
GIS Specialist	
GIS Technician	
Protection and Control	
Project Manager	
Principal Engineer	
Professional Engineer	
Senior Engineer	
Engineer	
Lead Designer	
Senior Designer	
Designer	
CAD Technician	
Relay Setting Engineering	
Project Manager	
Relay Manager	
Senior Relay Engineer	
Relay Engineer	
Automation and Integration (A&I)	
Project Manager	
A&I Manager	
Senior A&I Engineer	
A&I Engineer	
A&I Technician	
Test/Commission	
Project Manager	
Commissioning Manager	
Senior Commissioning Engineer	
Commissioning Engineer	
Construction Monitoring	
Construction Manager	
Field Engineer	
Construction Field Supervisor	
Document Control	
Document Control Specialist	

*There will be no charges to the client for the services of the Principle Sponsor

The Supplier shall be reimbursed for the following items for Work performed under this Agreement:

A. Administrative Charges and Other Direct Costs.

The Hourly Rates provided include wages, benefits, normal overhead (including telephone/communications, clerical, routine copying, computer resources, standard and specialty software, phones, office equipment carrying charges and other similar charges), profit and typical project support expenses.

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B. Maximum Amounts.

Maximum dollar amounts will be identified in each Purchase Order and shall not be exceeded without prior written authorization in the form of a supplement Purchase Order.

C. Invoicing

The Supplier will be required to submit invoices based on the following instructions. Note, invoices must be submitted to Company no later than [REDACTED] days from the completion day of that being invoiced.

1) Time and Material Invoices – These invoices shall be submitted in the format outlined herein.

a. T&M Invoices require a:

i. **Invoice Cover Sheet** – The Invoice Cover Sheet is a summary document of all the charges and shall contain the following data:

- i) The word **INVOICE** at the top of the document.
- ii) Vendor's name and address.
- iii) Vendor's internal project number.
- iv) Vendor's invoice number.
- v) Invoice date.
- vi) Company's Order (Purchase Order) number
- vii) Date range for services rendered.
- viii) A description and subtotal for each phase of the project (if applicable).
- ix) A separate line item listing, for each employee, of the total labor hours charged during the invoice period.
- x) Each labor line item shall include:
 - (1) **Job Class**- The job classification must agree with the list of job titles described in the "Master Agreement".
 - (2) **Employee**- The name of the employee.
 - (3) **Hours**- Total billable hours for the period listed on the invoice.
 - (4) **Rate**- The billing rate as described in the "Master Services Procurement Agreement" for the given job class.
 - (5) **Amount**- The total amount of the charge (Hours X Rate).
- xi) Each type of reimbursable charges shall be listed, with the total charge for the billing period. Personal mileage shall be listed separately for each employee.
- xii) The sub-total amount for each phase shall be listed, along with the total invoice amount.
- xiii) Vendor approval signature.

ii. **Labor Detail Sheet** – The Labor Detail Sheet is a daily record of the labor charges and shall contain the following information:

- i) The words Invoice Detail at the top of the page.

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- ii) A description of each phase of the project.
 - iii) The name of each employee.
 - iv) The Job Class of the employee. The Class must agree with the job descriptions outlined in the “Master Agreement”.
 - v) The activity tracking code/ activity name. This three digit numeric code and associated description of the type of work performed for a listing of acceptable activity codes.
 - vi) The date of the labor charge.
 - vii) The number of hours charged that day.
 - viii) A short description from the employee of the work performed.
- iii. **Expense Detail Sheet** – The Expense Report Sheet shall be provided for each employee and shall contain the following data:
- i) Name of Employee.
 - ii) Date range for expenses.
 - iii) Type of Expense.
 - iv) Amount of charges.

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SCHEDULE F-2

Special Conditions

Supplier agrees to pursue further discussions with Customer to include Key Performance Indicators (KPI's) into this Agreement. KPI's are targeted to be in agreed upon between Supplier and Customer before [REDACTED] KPI's will be discussed around the following topics:

- Meet the IUSA ECD Capital Budget with Individual OpCo Targets
- Complete projects with identified services dates
- Project Forecasts