

ADDENDUM No. 1
TO THE AGREEMENT BETWEEN
AGUAS ANDINAS S.A. AND ALTO MAIPO SpA

IN SANTIAGO on December 15, 2020,

AGUAS ANDINAS S.A., a corporation duly incorporated and existing under the laws of Chile, Tax ID No. 81.808.000-5 (hereinafter referred to as **“AGUAS ANDINAS”** or **“AA”**), represented by Marta Cotet Gonzalo, both domiciled for these purposes at Avenida Presidente Balmaceda No. 1398, Santiago, Chile; and

ALTO MAIPO SpA, a simplified corporation duly incorporated and existing under the laws of Chile, Tax ID No. 76.170.761-2 (hereinafter referred to as **“ALTO MAIPO”** and jointly with AA, the **“Parties”**), represented by Luis Urrejola Martelli, both domiciled for these purposes at Avenida Rosario Norte No. 532, 19th floor, Las Condes, Chile;

hereby enter into this amendment (the **“Addendum No. 1”** or simply the **“Addendum”**) to the agreement originally executed between AGUAS ANDINAS and **AES GENER S.A. (“GENER”)** on June 6, 2011 (the **“Agreement”**), which consists of the following clauses:

1. BACKGROUND.

1.1 Agreement.

On June 6, 2011, GENER and AA executed the Agreement, under which both Parties assumed reciprocal rights and obligations for the purpose of enabling GENER to develop the Alto Maipo Hydroelectric Project (**“PHAM”**), and AA to develop the project for the construction, operation, and maintenance of a pipeline for the catchment and conduction of water flows from Embalse El Yeso to Laguna Negra (the **“Pipeline Project”**). The Agreement regulated — among other matters— the use of water rights by both Parties and established mechanisms to avoid or, if necessary, resolve any potential interferences between said projects.

1.2 Assignment of GENER’s Rights, Obligations, and Contractual Position to ALTO MAIPO

On [•], GENER, in accordance with the provisions of letter (b), item (i) of Clause 4 of the Agreement, assigned to ALTO MAIPO its rights, obligations, and contractual position under the Agreement, and ALTO MAIPO thereafter assumed GENER’s contractual position therein.

1.3 Intent of the Parties.

The Parties have agreed to amend the Agreement as set forth in the following clauses, for the reasons each Party sets forth in this Item 1.3, and which the other Party acknowledges. Such statements of intent shall serve solely as background information for this Addendum and shall not be used for purposes of interpreting this Addendum

In the case of AA, these amendments reflect its intention to increase the quantity and quality of available water resources and infrastructure to ensure the continuous provision of public services for the production and distribution of drinking water for Greater Santiago. These amendments will allow AA to make shared use of the PHAM infrastructure to significantly increase the number of hours of treatable raw-water reserves required to provide its services without interruption in the event of high turbidity in the Maipo River. AA considers this a high priority, particularly in the context of the phenomena of turbidity and water scarcity that have affected and will continue to affect said watershed.

As regards ALTO MAIPO, these amendments are due to its intention to receive a fair remuneration for the use by AA of the PHAM infrastructure.

2. DEFINITIONS

Terms used in capital letters in this Addendum that do not correspond to proper names or the first word of a sentence and are not defined herein shall have the meaning assigned to them in the Agreement.

3. AMENDMENTS TO THE AGREEMENT.

The Parties have agreed to the following amendments to the Agreement, as detailed below.

- 3.1 The Parties agree to amend the first sentence of letter (e) of Clause 2.1 of the Agreement (“Rights and Obligations of AGUAS ANDINAS”), replacing it with the following, while maintaining letters (e.1) (with the amendment indicated in Section 3.2 below), (e.2), and (e.3):

“(e) AA undertakes that, as from the date of commencement of operation of any of the generating units of the PHAM, it shall only catch and conduct water through the Pipeline in the following cases:”

- 3.2 The Parties agree to replace, in letter (e.1) of Clause 2.1 of the Agreement, the expression “Net Turbidity Units (“NTU”)” with “Nephelometric Turbidity Units (“NTU”)”.
- 3.3 The Parties agree to include at the end of letter e) of Clause 2.1 of the Agreement (“Rights and Obligations of AGUAS ANDINAS”), the following letters “e.4), e.5) and e.6)”:

"(e.4) Notwithstanding the foregoing, from the commencement of operation of the first PHAM unit and until March 31, 2023, AA may freely catch and conduct water through the Pipeline without the occurrence of the conditions set forth in letters (e.1), (e.2), and (e.3) above, for a volume of up to 16 Hm³ (sixteen hectometers cubed) per each twelve-month period counted from April 1, 2021, or from the anniversary of that date thereafter (hereinafter the **"Free Catchment Volume"**).

The volume of water that AA effectively catches and conducts through the Pipeline under the terms set forth above shall be referred to as the **"Freely Caught Volume"**.

In consideration of the catchment and conduction of the Freely Caught Volume, AA, as the sole consideration, shall compensate ALTO MAIPO for the reduced power and energy revenues that such water would have generated for PHAM if it had been used for power generation. Accordingly, AGUAS ANDINAS shall pay monthly to ALTO MAIPO an amount equal to the sum of the following items (i), (ii), and (iii):

- (i) Pay Energy Payment: an amount equal to 50 % of the product of (y) the energy that PHAM would have generated with the Freely Caught Volume, and (z) the market price of such energy during the catchment period of the Freely Caught Volume at the node recognized by the Independent Coordinator of the National Electric System (**"CEN"**) —as defined in Article 212-1 of the General Law on Electric Services, or its future successor— for the transfers of PHAM's injections, less: –transmission losses between the injection point of PHAM's power plants at the Alfalfa and Alto Maipo substations and the node recognized by the CEN, and– any sub-transmission charges attributable to PHAM that may apply in the future. The Parties agree that the calculation shall be performed on an hourly basis, therefore the flow-to-energy conversion factor provided for in the Agreement shall be applied hourly. Said conversion factor shall be adjusted for the Freely Caught Volume that could not have been generated due to maintenance or failure of any of the PHAM plants.
- (ii) Adequacy Power Payment (**"PS"**): an amount corresponding to the negative impact that the reduced power generation resulting from the Freely Caught Volume causes to ALTO MAIPO, calculated as follows:

At the end of each annual peak-demand period, the impact of the Freely Caught Volume on the Adequacy Power (PS) of PHAM's generating units shall be determined according to the following formula:

$PS \text{ Loss} = PS \text{ calculated without deviation of the Freely Caught Volume} - PS \text{ calculated with deviation of the Freely Caught Volume.}$

The resulting difference shall be valued based on the power prices used by the CEN in determining the power-transfer balances.

- (iii) Payment for Other Concepts, including but not limited to negative impacts due

to lower carbon-credit sales, reduced renewable-energy certification, lower revenues from ancillary services, and others: an amount equal to the product of (y) US \$ 6 per MWh (to be updated annually according to the variation of the *Consumer Price Index* (CPI) of the United States — *Consumer Price Index for All Urban Consumers*, unadjusted, U.S. City Average, base 100 for 1982–84, as determined by the *Bureau of Labor Statistics, U.S. Department of Labor*— from September 2020 onwards), and (z) each MWh of electric energy that PHAM would have generated with the Freely Caught Volume.

Should the CEN or ALTO MAIPO, for extraordinary reasons of electrical-system security or adequacy, require the use of the Free Catchment Volume for power generation, such volume may be limited upon the express and substantiated request of the CEN or ALTO MAIPO.

For such purpose, ALTO MAIPO shall notify AA in writing, providing documentation of the extraordinary security or adequacy reasons that justify said limitation, for as long as such limitation remains in force.

It is understood that the request referred to in the preceding paragraph shall be based on an act of authority, decision, requirement, instruction, order, or resolution binding on the generating companies of the CEN, the National Energy Commission, or any other authority with the power to impose restrictions or requirements on the participants of the electricity market.

It is hereby expressly recorded that the water volumes caught and conducted through the Pipeline under the conditions indicated in letters (e.1), (e.2), and (e.3) above, or during periods when the Alfafal II and Las Lajas power plants are unavailable for generation—whether due to maintenance or failure—shall not be counted toward the calculation of the Freely Caught Volume and shall not give rise to any payment by AA to ALTO MAIPO.

The catchment and conduction of water through the Pipeline in excess of the Free Catchment Volume, without meeting any of the conditions set forth in letters (e.1), (e.2), and (e.3) above, shall entitle ALTO MAIPO to charge AA the penalty indicated in letter (e.1).

(e.5) Without prejudice to the foregoing, and in addition to the Freely Caught Volume, from the commencement of operation of any of the PHAM units and until March 2023, AA may use the Pipeline for up to 45 days, compensating PHAM for 100 % of the power and energy not generated—that is, 100 % (i) of the product of the quantities indicated in items (y) and (z) of paragraph (e.4) (i), and (ii) of the quantities corresponding to paragraph (e.4)(ii). Should this 45-day limit be exceeded, ALTO MAIPO may exercise the right granted in letter (b) of Clause 5.3 of the Agreement.

(e.6) Common Rules Applicable to Letters (e.4) and (e.5):

AA shall install, at the catchment point of the Pipeline, operational and flow-

measurement instruments. AA shall provide ALTO MAIPO with real-time information on the status and measurement of the flows, granting ALTO MAIPO access to the instantaneous flow data. ALTO MAIPO may verify the information provided by AA, either directly through its own personnel or indirectly through third parties independent of both Parties.

In the event that AA fails to pay the amounts due under letters (e.4) and (e.5) above within thirty (30) days following the date on which ALTO MAIPO sends AA the corresponding invoice, ALTO MAIPO shall have the right to charge interest at the maximum conventional interest rate for non-indexed transactions in Chilean pesos in force on the date of default or simple delay, and may —solely in respect of the amounts not disputed by AA— deduct such amounts from the payments it must make to AA under letter (g) of Clause 2.2.”

3.4 Conduction Manzano – Pirque. The Parties agree to include, at the end of Clause 2.1 of the Agreement (“Rights and Obligations of AGUAS ANDINAS”), the following provision, identified as letter “i”:

“i) AA may construct, operate, and maintain, at its own cost, water-catchment works at the water-discharge point of PHAM’s Las Lajas Power Plant on the Maipo River, as well as the related conduction and, if applicable, pumping works from the said catchment point up to the Pirque Reservoir owned by AA (hereinafter the ‘**Conduction Manzano – Pirque**’).

AA shall be responsible for holding the water rights required to convey water through the Conduction Manzano – Pirque and for obtaining and maintaining all permits required by the DGA (Water Authority) and any other authorities, including environmental ones, for the construction, operation, and maintenance of the Conduction Manzano – Pirque project works. All such permits and authorizations shall be obtained and maintained entirely at AA’s own cost and expense.

Without implying any assumption of responsibility or cost for such matters, ALTO MAIPO shall, where necessary, cooperate with AA in preparing the background information and/or filing the applications required to obtain the said permits and shall grant AA the authorizations it may require for such purpose, provided that doing so entails no cost, responsibility, or detriment to PHAM.

Any additional construction or operating costs of PHAM arising as a consequence of the Conduction Manzano – Pirque project— including modifications to infrastructure, additional instrumentation, expenses related to the preparation, processing, and procurement of permits or their amendments, and any other related costs —shall be borne exclusively by AA. PHAM does not guarantee that the relevant competent authorities will grant permits or modifications thereto that AA may require. In such case PHAM shall bear no responsibility whatsoever.

The execution of the catchment works for the project may only be initiated by AA after the commercial operation date of PHAM.

AA may only catch and conduct water through the Conduction Manzano – Pirque in the following cases:

- i.1) In the event of “high turbidity” in the waters of the Maipo River, for a maximum of two (2) days per calendar year and for up to thirty (30) years. “High turbidity” shall be understood to exist when the Nephelometric Turbidity Units (“NTU”) of the river’s water exceed 3,000 NTU, as measured at AA’s Independent Intake located in Las Vertientes.

For the purposes of this section i.1), AA shall provide ALTO MAIPO with information on the level of turbidity in the manner indicated in letter (e.1) of this Clause 2.1.

- i.2) In addition to the condition set forth in the preceding letter i.1), AA may freely catch and conduct water through the Conduction Manzano – Pirque, paying ALTO MAIPO a single amount for this concept of US \$ 50,000 (fifty thousand United States dollars) for each day on which such catchment and conduction is carried out, subject to the exception indicated in the following paragraph. This amount shall be updated annually according to the variation in the *Consumer Price Index* (“CPI”) of the United States of America (*Consumer Price Index for All Urban Consumers*, unadjusted, U.S. City Average, base 100 for the 1982-84 triennium), as determined by the *Bureau of Labor Statistics of the U.S. Department of Labor*, from September 2020 onwards.

The payment referred to in this letter i.2) shall not accrue for the first forty (40) days (whether these occur within the first year or throughout the entire duration of the Agreement) on which water is caught and conducted through the Conduction Manzano – Pirque under this letter i.2). The payment shall therefore accrue only from the forty-first (41st) day of such use onward.

For the purposes of this letter i), it shall be irrelevant whether the Alfalfal II Plant or the Las Lajas Plant are operating or are unavailable for generation, whether due to maintenance, failure, or any other cause.

The operation of the catchment, conduction, and pumping works of the Conduction Manzano – Pirque shall be carried out exclusively by AA’s personnel.

- 3.5 **Payment for Power.** The Parties agree to include, at the end of item (i) (“Payment for Power”) of letter (g) of Clause 2.2 of the Agreement (“Rights and Obligations of AGUAS ANDINAS”), the following paragraph:

“For the purposes of this item (i), injections or recognitions of adequacy power corresponding to energy-storage batteries for energy generated by PHAM’s power plants—which ALTO MAIPO may eventually install— shall not be considered.”

- 3.6 **Restrictions on the Use of PHAM Infrastructure.** The Parties agree to incorporate at

the end of Clause 2.2 of the Agreement (“Rights and Obligations of ALTO MAIPO”) the following stipulation, identified with letter “j)”:

“j) The Parties agree to make their best efforts to reach a consensus within the first quarter of 2021 regarding a procedure or mechanism that allows AA, in the event that high turbidity conditions occur in the Maipo River as defined in letter e.1) of Clause Two of the Agreement, and subject to compliance with the conditions and deadlines established therein, to request ALTO MAIPO—who shall be bound to comply therewith—to impose temporary restrictions or alterations on the operation of the PHAM, for a limited number of days or events each year, which shall be determined by mutual agreement of the technical teams of the Parties, observing any restrictions that may be imposed by the National Electric Coordinator. Operational restrictions may not be instructed by AA if the relevant facilities are not operational due to maintenance or unforeseen events beyond the will or control of ALTO MAIPO.

For this purpose, the Parties undertake to negotiate in good faith the terms and conditions of the aforementioned procedure or mechanism, with a view to reaching an agreement satisfactory to both, to consult, as deemed necessary or convenient, with the health and electricity authorities, and to duly comply with both the regulations applicable to the sanitation sector and those governing electricity generation.

The aforementioned procedure or mechanism to be agreed upon may include limitations for ALTO MAIPO, during periods of high turbidity, to catch and use, for hydroelectric generation within the PHAM, water flows other than those supplied from Embalse El Yeso, or from it and the intakes of the Volcán River, as well as the operating conditions of the PHAM infrastructure during such periods and the coordination procedures required for implementing such restrictions — always ensuring that the PHAM receives an agreed compensation.

Likewise, the aforementioned procedure or mechanism shall include the compensation that AA shall pay to ALTO MAIPO for the lower revenues arising from electric power generation and sufficiency capacity, as well as other direct damages resulting from the operational restrictions or alterations imposed by AA during episodes of high turbidity.

Any future lack of agreement between the Parties regarding this Section 3.6 shall in no way affect the full validity of the remaining obligations undertaken by the Parties in the Agreement.

3.7 Duty to Supply Water. The Parties agree to incorporate at the end of Clause 2.2 of the Agreement (“Rights and Obligations of ALTO MAIPO”) the following stipulation, identified with letter “k)”:

“k) AA undertakes to supply ALTO MAIPO with:

- (i) up to 2.1 cubic hectometers of raw water for the initial filling of the PHAM tunnels, starting on July 15, 2021, and distributed over an approximate total period of forty (40) days, without any charge to ALTO MAIPO for this purpose; and
- (ii) up to 8.6 cubic hectometers of raw water for the testing and start-up of the four (4) PHAM generation units, starting on September 1, 2021, and distributed over an approximate total period of sixty (60) days, which shall be compensated in the manner provided for in letter g) of Clause 2.2 of the Agreement.

The aforementioned supply obligations shall be without prejudice to any legal restrictions or limitations, particularly those arising from the obligation to respect the minimum ecological flow of the watercourses, restrictions imposed by the surveillance board, or restrictions that the SISS may impose, as well as to unforeseen events beyond the will or control of AA. The dates referred to in items k) (i) and k) (ii) above are indicative and may be adjusted in accordance with the commissioning schedule of the PHAM.”

3.8 No Used.

3.9 Other Amendments. The Parties agree:

3.9.1. To amend letter b) of Clause 5.3 of the Agreement, replacing it with the following:

“b) in the event that AA catches and conducts water through the Pipeline in breach of the provisions contained in letters e.1) or e.4) of Clause 2.1, for more than forty-five (45) days during the same calendar year;”

3.9.2. To insert the following letter “g)” in Clause 5.3 of the Agreement:

“g) in the event that AA incurs in default or simple delay in the payment of any of the obligations indicated in letters e.4), e.5), and i.2) of Clause 2.1, for a period exceeding one hundred and twenty (120) days counted from the due date of the respective obligation, provided that the total amount of the unpaid obligations equals or exceeds five million United States dollars (USD 5,000,000)”.

3.9.3 To nullify the obligation of ALTO MAIPO to take out a bank guarantee established in letter g) of Clause 2.2 of the Agreement, for which purpose the final paragraph of said letter—beginning with the phrase “As from the date of the first energy injection...”—is hereby deleted, and letter h) of Clause 5.2 is eliminated.

3.9.4. The Parties undertake to update the value agreed upon in section (iii) of letter e.4) of Clause 2.1 of the Agreement in the event that, in the future, the PHAM incorporates new services or facilities (batteries, tanks, adaptations, extensions, etc.) or that regulatory changes occur which affect the value of the concepts considered therein.

3.10 **Early Termination of the Agreement and Compensation for Damages.** As consideration for the stipulations set forth in the preceding clauses of this Addendum No. 1, by virtue of this instrument AA expresses its will—and ALTO MAIPO accepts and agrees—to

- (a) extend until December 31, 2021, the term provided for in the early termination cause mentioned in letter b) of Clause 5.2 of the Agreement; and
- (b) extend until April 30, 2022, the term provided for in the early-termination cause set forth in letter c) of Clause 5.2 of the Agreement.

Accordingly, the Parties agree to extend the indicated deadlines without ALTO MAIPO being required to make any payment to AA for such purpose, thereby bringing to an end any controversy between them regarding: (i) the validity and effects of the exercise by ALTO MAIPO of the power to extend, until December 31, 2020 and April 30, 2021, the deadlines set forth respectively in letters b) and c) of Clause 5.2 of the Agreement; (ii) the validity and effects of the exercise by ALTO MAIPO of the power to extend, until December 31, 2021 and April 30, 2022, the deadlines set forth respectively in letters b) and c) of Clause 5.2 of the Agreement; and (iii) the payment made by ALTO MAIPO to AA for the purpose of exercising the extension referred to in item (i) above, which is deemed definitive and irrevocable. The Parties declare that they have no action, claim, credit, or demand whatsoever to make against each other in connection with such matters, and they hereby expressly waive any such rights, granting each other full, complete, and final settlement.

In accordance with the foregoing, the Parties agree to terminate and render void arbitration proceeding CAM No. 4426-2020, which shall be formalized through a joint written submission to be presented no later than December 20, 2020.

The Parties record that, with respect to the deadlines contemplated in the termination causes stipulated in Clause 5.2 of the Agreement:

- (i) The power of ALTO MAIPO to extend deadlines granted in item (1) of Clause 5.2 —i.e., by paying AA the amount of ten million United States dollars (USD 10,000,000)— may be exercised by ALTO MAIPO on one further occasion only, with the effects provided for in said provision.

- (ii) The power of ALTO MAIPO to extend deadlines granted in item (2) of Clause 5.2 —i.e., in the event that, by order of the judicial or administrative authority, or due to the occurrence of an earthquake or other similar unforeseeable natural catastrophe affecting works of this nature— may not be exercised by ALTO MAIPO in respect of provisions or events occurring prior to the date of this Addendum, if ALTO MAIPO is unable, due to circumstances beyond its reasonable control and which it could not have overcome through due diligence, to initiate or continue execution of the PHAM works.

4. EXTENT OF THE AMENDMENTS.

4.1 The amendments established in this Addendum shall be subject to the suspensive condition that the Agent of the PHAM's Financing Entities notifies that said institutions have approved the terms hereof and that such communication is sent in writing by ALTO MAIPO to AA no later than December 20, 2020.

4.2 In all matters not expressly modified by this Addendum, the Agreement shall remain fully in force.

5. GOVERNING LAW AND DISPUTE RESOLUTION.

The Parties agree that this Addendum shall be governed by and construed in accordance with the laws of the Republic of Chile. Any dispute arising between the Parties shall be submitted to arbitration in accordance with Clause 11 of the Agreement.

IN WITNESS WHEREOF The Parties have caused their duly authorized representatives to execute this Addendum in two counterparts of equal tenor and date.

POWERS OF ATTORNEY.

The authority of the representative of AGUAS ANDINAS S.A. is evidenced in public deeds dated April 17, 2019, executed before the Notary of Santiago, Mr. Andrés Rieutord Alvarado, and March 1, 2016, executed before the Notary of Santiago, Mr. Iván Torrealba Acevedo.

The authority of the representative of ALTO MAIPO SpA is evidenced in a public deed dated August 30, 2018, executed before the Notary of Santiago, Mr. Eduardo Diez Morello.

Marta Colet Gonzalo
Aguas Andinas S.A.

Luis Urrejola Martelli
ALTO MAIPO SpA