RENEWABLE POWER PURCHASE AND OPERATING AGREEMENT

BETWEEN

RESUN (BARCELONETA), LLC

AND THE

PUERTO RICO ELECTRIC POWER AUTHORITY
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>SALE AND PURCHASE OF ENERGY</td>
<td>11</td>
</tr>
<tr>
<td>3</td>
<td>NOTICES</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>PRE-OPERATION PERIOD</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>TERM</td>
<td>14</td>
</tr>
<tr>
<td>6</td>
<td>REPRESENTATIONS, WARRANTIES, AND COVENANTS</td>
<td>14</td>
</tr>
<tr>
<td>7</td>
<td>DISPATCHING</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>CONTROL AND OPERATION OF THE FACILITY</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>INTERCONNECTION</td>
<td>26</td>
</tr>
<tr>
<td>10</td>
<td>METERING</td>
<td>33</td>
</tr>
<tr>
<td>11</td>
<td>COMPENSATION, PAYMENT AND BILLINGS</td>
<td>36</td>
</tr>
<tr>
<td>12</td>
<td>TESTING AND INITIAL SYNCHRONIZATION</td>
<td>39</td>
</tr>
<tr>
<td>13</td>
<td>LIABILITY</td>
<td>40</td>
</tr>
<tr>
<td>14</td>
<td>INDEMNIFICATION</td>
<td>41</td>
</tr>
<tr>
<td>15</td>
<td>FORCE MAJEURE</td>
<td>43</td>
</tr>
<tr>
<td>16</td>
<td>TERMINATION</td>
<td>44</td>
</tr>
<tr>
<td>17</td>
<td>BREACH OF AGREEMENT, DELAYS, AND SECURITY</td>
<td>45</td>
</tr>
<tr>
<td>18</td>
<td>TAXES AND ENVIRONMENTAL COSTS</td>
<td>47</td>
</tr>
<tr>
<td>19</td>
<td>INSURANCE</td>
<td>48</td>
</tr>
<tr>
<td>20</td>
<td>ASSIGNMENT</td>
<td>54</td>
</tr>
<tr>
<td>21</td>
<td>QUALIFYING FACILITY STATUS</td>
<td>57</td>
</tr>
<tr>
<td>22</td>
<td>MISCELLANEOUS PROVISIONS</td>
<td>58</td>
</tr>
<tr>
<td>23</td>
<td>CHOICE OF LAW AND VENUE</td>
<td>69</td>
</tr>
</tbody>
</table>

APPENDICES

- APPENDIX A - HOLIDAYS
- APPENDIX B - INTERCONNECTION
- APPENDIX C - EXAMPLE OF PRICE INDEX CALCULATION
- APPENDIX D - TECHNICAL SPECIFICATIONS FOR THE DYNAMIC SYSTEM MONITOR
- APPENDIX E - MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS
- APPENDIX F - DETERMINATION OF NET ELECTRICAL OUTPUT NOT RECEIVED
POWER PURCHASE AND OPERATING AGREEMENT

BETWEEN

RESUN (BARCELONETA), LLC

AND

THE PUERTO RICO ELECTRIC POWER AUTHORITY

This Agreement (the "Agreement") entered into and effective as of this 16 day of December, 2011 (the "Effective Date") by and between the Puerto Rico Electric Power Authority, hereinafter referred to as PREPA, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, employer's Social Security number 660-43-3747 represented in this act by its Executive Director, Mr. Otoniel Cruz Carrillo, of legal age, married, and resident of Luquillo, Puerto Rico and RESUN (BARCELONETA), LLC, hereinafter referred to as “SELLER” with its principal office at 207 Calle del Parque, Piso 5, San Juan, Puerto Rico 00912. SELLER's Federal Identification Number is 66-0776398, represented by its President, William A. Rubi Barber, of legal age, married and a resident of San Juan, Puerto Rico, who is authorized to sign this Agreement on behalf of SELLER as certified by Corporate Resolutions dated December 12, 2011. PREPA and SELLER are herein individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, SELLER proposes to develop a 10 MW photovoltaic solar energy system in Barceloneta, Puerto Rico (the "Facility") and to interconnect the Facility with the PREPA electric system; and

WHEREAS, SELLER desires to sell the Net Electrical Output exclusively to PREPA; and

WHEREAS, PREPA is the electric utility engaged in the generation, transmission, distribution, and sale of electric energy within the Commonwealth of Puerto Rico and desires to purchase all of such electricity produced by the Facility and delivered to the Interconnection Point; and
WHEREAS, the Parties will effectuate such sales and purchases of energy in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of these premises and of the mutual covenants and agreements set forth herein, SELLER and PREPA, intending to be legally bound, hereby agree to the following:

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Agreement, whether in the singular or in the plural, present or past tense, they shall have the meaning stated below:

1.1 AAA - means the American Arbitration Association.

1.2 Additional Interconnection Facilities - means all equipment and facilities located on SELLER's side of the Interconnection Point constructed and installed for the purpose of interconnecting the Facility with PREPA's electric transmission and/or distribution system, consisting of a new 38 kV transmission line from the Facility to the Barceloneta Transmission Center, as identified in Appendix B.

1.3 Affiliate - means, with respect to a Person, each such other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

1.4 Agreed Operating Procedures - has the meaning set forth in Section 4.3.

1.5 Agreement - has the meaning set forth in the first paragraph of this Agreement.

1.6 Agreement Year - means the period, which begins on the Commercial Operation Date of the Facility and ends on the first anniversary thereof, and each one (1) year period thereafter commencing on each anniversary date.

1.7 Billing Period - has the meaning set forth in Section 10.4.

1.8 Breach - has the meaning set forth in Section 17.1.
1.9 Business Day - means a Day other than (a) a Saturday, a Sunday or a Day on which commercial banks in San Juan, Puerto Rico are required or authorized to close, or (b) any other Day recognized as a holiday by PREPA, which, as of the date of this Agreement, are those Days listed on Appendix A hereto. PREPA will promptly notify SELLER in writing of any changes to the holidays recognized by PREPA.

1.10 Commencement of Construction - means the issuance by SELLER of full notice to proceed in writing under the primary construction contract for the Facility.

1.11 Commercial Operation Date - means the first Day following the date on which the Facility is declared available for continuous operation by SELLER subject to the provisions of Articles 4 and 12.

1.12 Consulting Engineer - means a Person mutually agreed by the Parties to act as the adjudicator of Technical Disputes, which Person shall be selected within sixty (60) Days after the Effective Date or, if not so selected, shall be selected by the AAA, upon the request of either Party; provided that the Parties, by mutual agreement, may select an alternate Consulting Engineer if such alternate has qualifications better suited to providing resolution of a particular Technical Dispute.

1.13 Court of Competent Jurisdiction - means the state courts of the Commonwealth of Puerto Rico, the United States District Court for the District of Puerto Rico, the United States Court of Appeals for the First Circuit, and the United States Supreme Court.

1.14 Day - means the 24-hour period beginning and ending at 12:00 midnight Puerto Rico Time.

1.15 Development Abandonment - means that SELLER permanently ceases the development and construction of the Facility prior to the Commercial Operation Date, which abandonment shall be deemed to have occurred only after all of SELLER's or its
construction contractors' personnel have failed to be present on the Site and SELLER has otherwise ceased development and construction activities related to the Facility for more than one hundred and twenty (120) consecutive Days (other than as a result of a Force Majeure, a Legal Challenge or any act or omission by PREPA, including a Breach by PREPA of its obligations hereunder).

1.16 Dispute – has the meaning set forth in Section 22.12(a).

1.17 Dispute Notice – has the meaning set forth in Section 22.12(a).

1.18 Effective Date – has the meaning set forth in the first paragraph of this Agreement.

1.19 Emergency - means an operational condition or situation affecting PREPA’s system (including system security and reliability) that in the sole and reasonable judgment of PREPA is likely to result in imminent significant disruption of service to a significant number of customers or is imminently likely to endanger life or property.

1.20 Environmental Costs - has the meaning set forth in Section 18.1.

1.21 Facility - has the meaning set forth in the first recital.

1.22 FERC - means the Federal Energy Regulatory Commission, or any successor thereto.

1.23 Financial Closing Date - means the first date on which documents between SELLER and the Project Lenders that provide binding commitments for funding for the construction of the Facility have been executed and funds for the construction of the Facility are initially drawn by SELLER.

1.24 Force Majeure - has the meaning set forth in Section 15.1.

1.25 GAAP - means Generally Accepted Accounting Principles, as promulgated by the Financial Accounting Standards Board or its predecessors or successors.

1.26 Generating Capacity - means the net electrical generating capacity of the Facility (gross electric generating capacity less station use) expressed in kilowatts as determined
pursuant to testing and made available from the Facility to PREPA at the Interconnection Point.

1.27 Indemnifying Party and Indemnified Person - have the respective meanings set forth in Section 14.1.

1.28 Indemnitees - means, with respect to either PREPA or SELLER, (i) permitted successors and assigns, and (ii) as to both the Party and its permitted successors and assigns, their respective lenders, Affiliates, directors, officers, equity-holders, partners, employees, representatives, agents and contractors, and each of their respective heirs, successors and assigns.

1.29 Initial Synchronization Date - means the date when SELLER's electricity generating equipment is synchronized with PREPA's electrical transmission or distribution equipment.

1.30 Interconnection Facilities - means the PREPA Interconnection Facilities and the Additional Interconnection Facilities.

1.31 Interconnection Point - means the physical point where Net Electrical Output is delivered to PREPA's system as specified in Appendix B.

1.32 Interest - means the compensation for the accrual of monetary obligations under this Agreement computed Monthly and prorated daily from the time each such obligation is past due based on an annual interest rate equal to the lesser of: (a) (1) (x) for payments due under Article 18 and (y) for payments due under Article 11 during the first five (5) Days after such a payment is due, in each case, the Prime Commercial Lending Rate as set by Citibank NA., New York, New York or any other bank as mutually agreed by the Parties or any other equivalent rate as mutually agreed by the Parties ("Prime Rate"), and (2) for payments due under Article 11 beginning on the sixth (6th) Day after such a
payment is due, the Prime Rate plus five percent (5%); and (b) the maximum rate allowable under Article 1649 of the Puerto Rico Civil Code or successor statute applicable to past due amounts. The provisions of this definition shall not be construed to limit the applicable rate of interest on the project debt.

1.33 Legal Challenge - means any action, suit or proceeding brought or commenced by a third party seeking to contest the validity of this Agreement, any Permit or the development, construction or operation of the Facility which materially impairs the ability of the Parties to perform their respective obligations hereunder or delays the development, construction or operation of the Facility.

1.34 Month - means a calendar month which shall begin at 12:00 midnight on the last Day of the preceding calendar month and end at 12:00 midnight on the last Day of the current calendar month.

1.35 Net Electrical Output or NEO - means the net electrical energy output (expressed in kWh) from the Facility measured at the Interconnection Point.

1.36 Non-Scheduled Outage - means an interruption of all or a portion of the electrical output of the Facility that is required for any purpose including inspection, preventive maintenance, or corrective maintenance and which has not been included in the Scheduled Outage Program.

1.37 Operation Security - has the meaning set forth in Section 17.3.

1.38 Party or Parties - has the meaning set forth in the first paragraph of this Agreement.

1.39 Pending Permits - means Permits required for the construction or operation of the Facility which have been duly and properly filed by SELLER and which SELLER is prosecuting with due diligence, but which, through no fault of SELLER, remain pending with the relevant governmental authority.
1.40 Permanent Closing - means, after the Commercial Operation Date, (a) the available hours for the Facility equal zero (0) for any period of twenty-four (24) consecutive Months, excluding periods of outages due to Force Majeure, Legal Challenge, Pending Permits or any action or omission of PREPA, including a Breach of this Agreement, or (b) the available hours for the Facility equal zero (0) for any period of forty-two (42) consecutive Months whether or not a Force Majeure event has been claimed by SELLER , excluding periods of outages due to any action or omission of PREPA.

1.41 Permits - means all permits, licenses, approvals, authorizations, consents, variances or waivers issued by federal, Commonwealth and local agencies, commissions, authorities, and regulatory bodies with jurisdiction over SELLER and the Facility which are necessary for the development, construction, operation, maintenance or financing of the Facility.

1.42 Person - means an individual, partnership, corporation, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or a government or agency or political subdivision thereof.

1.43 Pre-Operation Period - means the period beginning on the Initial Synchronization Date and ending on the Commercial Operation Date.

1.44 PREPA Interconnection Facilities - means all equipment and facilities located on PREPA's side of the Interconnection Point constructed and installed or upgraded for the purpose of interconnecting the Facility with PREPA's electric transmission and distribution system, consisting of extending the busbar in the 38 kV Barceloneta Transmission Center, as well as installing a new breaker, metering and auxiliary equipment, as identified in Appendix B.
1.45 Project Lenders - means any Person providing, arranging, insuring or guaranteeing all or part of the construction or permanent financing or other funding, including any tax equity financing, for the Facility or any portion thereof, or any agent, trustee or other Person representing or acting on behalf of any such Person.

1.46 Proposed Initial Synchronization Date - has the meaning set forth in Section 4.2.

1.47 Prudent Electrical Practices - means those practices, methods, conduct and actions (including the practices, methods, conduct and acts engaged in or approved by a significant portion of the power industry in the United States or Puerto Rico) that, at a particular time, in the exercise of reasonable discretion at the time a decision was made, could reasonably have been used in electrical engineering and operations to operate equipment for the generation, transmission, distribution and delivery or electricity, in a manner consistent with applicable laws and applicable standards for reliability, safety and economy, including the National Electrical Safety Code, the National Electrical Code, and any other applicable federal, state or local code. Prudent Electrical Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which can fall within this description.

1.48 Prudent Utility Practices - means practices, methods, conduct and actions (including the practices, methods, conduct and acts engaged in or approved by a significant portion of the power industry in the United States or Puerto Rico) that, at a particular time, in the exercise of reasonable discretion at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with applicable laws and applicable standards for reliability, safety and economy. Prudent Utility Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which can fall within this description.
1.49  **PURPA** - means the Public Utility Regulatory Policies Act of 1978 as amended and the regulations promulgated thereunder in effect as of the Effective Date or as they are amended in the future from time to time.

1.50  **Qualified Operator** - means SELLER or an Affiliate of SELLER or, if a third party, an entity with at least three (3) years experience operating solar energy facilities of a similar type and size as the Facility or another qualified and experienced operator reasonably acceptable to PREPA.

1.51  **Qualifying Facility** - means a facility which is a Qualifying Facility under Section 201 of PURPA.

1.52  **SELLER's Interconnection Facilities** - has the same meaning as Additional Interconnection Facilities, as defined in Section 1.2.

1.53  **Scheduled Outage** - means a planned interruption of the Net Electrical Output that has been coordinated in advance with PREPA with a mutually agreed start and duration pursuant to Article 8.

1.54  **Scheduled Outage Program** - has the meaning set forth in Section 8.1.

1.55  **Site** - means an approximately 47 acre piece of land in Barrio Palmas Altas located in Barceloneta Puerto Rico.

1.56  **Taxes** - has the meaning set forth in Section 18.1.

1.57  **Technical Dispute** - has the meaning set forth in Section 22.12(c).

1.58  **Technical Dispute Notice** - has the meaning set forth in Section 22.12(c).

1.59  **Term** - means the initial Term of this Agreement as specified in Article 5 plus any renewal Term determined pursuant to this Agreement.
1.60 Year - means a calendar year, which shall be the twelve (12) Month period beginning
12:00 midnight on December 31 and ending at 12:00 midnight on the subsequent
December 31.

1.61 Rules of Interpretation -- The rules of interpretation listed below shall be followed when
interpreting this Agreement:

(a) Words importing the singular also include the plural and vice versa.

(b) References to natural persons or parties include any person having legal capacity.

(c) References to a Person include such Person's successors and assigns; provided,
however, that with respect to a Party and its rights and obligations under this
Agreement, references to a Party shall only include such Party's successors and
assigns if such successors and assigns are permitted by this Agreement.

(d) Words importing one gender include the other gender.

(e) The words "include" and "including" mean "including, but not limited to" and
corresponding grammatical variants.

(f) Except as otherwise expressly stated herein, all references in this Agreement to
this Agreement (including the Appendices hereto) or to contracts, agreements, or
other documents shall be deemed to mean this Agreement (including the
Appendices hereto) and such contracts, agreements or other documents, as the
same may be modified, supplemented, or amended from time to time.

(g) Except as otherwise expressly stated herein, all references to Preambles, Recitals,
Sections, Articles, and Appendices in this Agreement are references to the
Preamble, Recitals, Sections, Articles, and Appendices of this Agreement.

(h) Words and abbreviations not defined in this Agreement which have well-known
technical or design, engineering, or construction industry meanings are used in
this Agreement in accordance with such recognized meanings.

(i) The terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import, refer to this entire Agreement, together with its Appendices, and not any one particular Article, Section, Appendix, or other subdivision of this Agreement.

(j) The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

(k) All references to "$" or "dollars" set forth herein shall refer to United States Dollars.

ARTICLE 2. SALE AND PURCHASE OF ENERGY

2.1 SELLER agrees to sell and PREPA agrees to accept delivery of and purchase all of the Net Electrical Output at the Interconnection Point, as of and following the Initial Synchronization Date, subject to the terms and conditions of this Agreement.

2.2 SELLER agrees to pay PREPA, for the cost incurred by PREPA in performing the evaluations and studies such as the interconnection study, voltage schedule, relay review, standard operating procedures (SOP's), notice to proceed pursuant to Section 9.7, supervision of switchyard acceptance testing and any other activities of PREPA needed to interconnect the Facility to PREPA's system, the amount (in U.S. Dollars) resulting from the product of (a) $5.00, multiplied by (b) the estimated Generating Capacity of the Facility. Payment will be made on the Effective Date. If the Generating Capacity is increased, SELLER agrees that SELLER shall pay to PREPA the amount (in U.S. Dollars) resulting from the product of (a) $5.00, multiplied by (b) the increase of the Generating Capacity of the Facility.

ARTICLE 3. NOTICES
3.1 All notices and other communications hereunder shall be in writing, other than disconnect orders which may be oral and immediately confirmed by facsimile and shall be deemed duly given upon receipt after being delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid or by recognized overnight courier service or by facsimile, addressed as follows:

If to SELLER to:

Mr. William Rubí  
207 Calle del Parque  
Piso 5  
San Juan, PR00912

If to PREPA:

Puerto Rico Electric Power Authority  
Attention: Director of Planning and Environmental Protection  
1110 Ponce de León Avenue  
Office #809  
San Juan, Puerto Rico

3.2 Either Party hereto may change, by notice as above provided; the Persons or addresses to which all such notices are to be sent.

ARTICLE 4. PRE-OPERATION PERIOD

4.1 SELLER shall submit to PREPA an estimate of the energy (kWh) to be delivered by the Facility (daily, monthly and annual), and the SELLER's preliminary and non-binding Facility's licensing and milestone construction schedules within thirty (30) Days after the Effective Date. SELLER shall notify PREPA of any material changes to SELLER's licensing and construction milestone schedules. SELLER shall submit progress reports to PREPA by the fifth (5th) Business Day of every Month commencing on the first Month following the Effective Date and until the Commercial Operation Date.

4.2 SELLER shall notify PREPA in writing of the proposed Initial Synchronization Date (the "Proposed Initial Synchronization Date") and the start-up and testing schedule for the
Facility not later than sixty (60) Days prior to such Proposed Initial Synchronization Date. SELLER shall have the right to postpone or accelerate such date with at least two (2) weeks advance notice to PREPA. PREPA and SELLER shall agree on the actual Initial Synchronization Date and PREPA shall have the right to have a representative present on the Initial Synchronization Date. PREPA shall have completed PREPA’s interconnection works as provided in Section 9.15, and as previously agreed upon by the Parties on or before the Initial Synchronization Date.

4.3 SELLER and PREPA shall mutually develop detailed written operating procedures (the “Agreed Operating Procedures”) no later than one hundred twenty (120) Days following the Effective Date. The Agreed Operating Procedures will be by mutual agreement, taking into consideration Prudent Utility Practices, the design of the Facility and its interconnection to PREPA’s System and shall be consistent with the terms and conditions of this Agreement. The Agreed Operating Procedures shall be the procedures as to how to integrate the Facility electric energy output into PREPA’s System. Topics covered shall include, but not necessarily be limited to, method of day-to-day communications, key personnel lists for both SELLER and PREPA’s dispatching centers, clearances and switching practices, outage scheduling, daily available capacity and energy reports, a redacted and otherwise scaled down version of the Facility’s operations log, reactive power support and Emergency procedures, including policies for the delivery by PREPA to SELLER of prompt written notice of the occurrence of an Emergency and follow-up and frequent status reports on any ongoing Emergency. The Agreed Operating Procedures may only be modified with the written consent of the Parties.

4.4 Each Party hereby agrees to cooperate and exchange information necessary to permit, finance, construct and operate the Facility.
ARTICLE 5. TERM

5.1 The Term of this Agreement shall begin with the Effective Date and shall continue for a period of Twenty (20) Agreement Years after the Commercial Operation Date, unless extended or earlier terminated in accordance with the terms hereof. If the Term is extended, the word "Term" shall thereafter be deemed to mean the original Term so extended.

5.2 The Term of this Agreement may be extended by mutual agreement of the Parties for up to two consecutive periods of five (5) Years each, following the expiration of the initial Twenty Agreement Year Term. The intention to extend the Term of this Agreement shall be notified in writing by certified or registered mail to the other Party not less than eighteen (18) Months prior to the expiration of the initial Term or other Terms, as the case may be; unless either Party shall give written notice by certified or registered mail to the other of its intent not to extend the Term of this Agreement not less than eighteen (18) Months prior to the expiration of the initial Term or other Term, as the case may be. During any extension Term, all provisions contained herein remain in effect.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 SELLER covenants and warrants that the Facility shall be operated and maintained by a Qualified Operator in accordance with: (a) the Agreed Operating Procedures; (b) Prudent Electrical Practices; and (c) Prudent Utility Practices, including synchronizing, voltage and reactive power control.

6.2 SELLER shall, at all times and in all material respects, comply with laws, ordinances, rules and regulations applicable to it and the use, occupancy, and operation of the Facility, including all environmental laws and regulations. SELLER shall give all required notices, shall procure and maintain all Permits and shall pay all charges and fees
required in connection therewith. SELLER shall complete all environmental impact studies necessary for the design, construction, operation and maintenance of the Facility. Once obtained, SELLER shall submit to PREPA copies of all material Permits.

6.3 SELLER shall have sole responsibility for the payment of any and all fines or other penalties incurred by or imposed upon SELLER or its agents, suppliers, employees or subcontractors for noncompliance by SELLER, its agents, employees, suppliers, or subcontractors with laws, rules, regulations or ordinances applicable to or in connection with the development, construction, ownership and/or the proper operation of the Facility and the Additional Interconnection Facilities as determined by applicable governmental authority having jurisdiction over the Facility, and PREPA shall be held harmless by SELLER from any such fines or penalties and expenses related to these, including all reasonable attorneys' fees.

6.4 SELLER represents and warrants as of the Effective Date as follows:

(a) SELLER is a corporation duly organized, validly existing under the laws of Puerto Rico; SELLER has all requisite power and authority to conduct its business, to own its properties, and to execute, to deliver, and to perform its obligations under this Agreement;

(b) The execution, delivery, and performance by SELLER of this Agreement have been duly authorized, and do not and will not (i) require any additional internal consent or approval of SELLER; or (ii) violate any provision of SELLER’S certificate of formation or operating agreement, or any material indenture, contract or agreement to which it is a party or by which it or its properties may be bound, or any law, ordinance, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect;
(c) SELLER is not in default under any document or instrument referred to in clause (ii) of the preceding paragraph (b), which default could reasonably be expected to have a material adverse effect on the ability of SELLER to perform its obligations under this Agreement; and

(d) This Agreement is a legal, valid and binding obligation of SELLER, enforceable against SELLER in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally.

(e) Except as previously disclosed in writing, there is no pending action or proceeding in which SELLER is a party before any court, governmental agency or arbitrator that could reasonably be expected to affect materially and adversely the financial condition or operations of SELLER or the ability of SELLER to perform its obligations under, or which purports to affect the legality, validity or enforceability of, this Agreement as in effect on the date hereof.

6.5 From and after the Commercial Operation Date, SELLER shall maintain a minimum working capital in an amount specified by the Project Lenders.

6.6 SELLER agrees that, following the Financial Closing Date, and thereafter during the Term of this Agreement, it will cause to be delivered to PREPA yearly its certified financial statements prepared in accordance with GAAP.

6.7 SELLER agrees that it will cause to be delivered to PREPA an annual certification of the names of its corporate officers.

6.8 PREPA agrees that all information obtained from SELLER, which is not otherwise generally available to the public (but without limitation of any liability PREPA may have to SELLER for information having become generally available to the public through the
negligence or willful misconduct of any of PREPA, its Affiliates or their respective employees, agents and representatives), shall be kept confidential and used solely by PREPA in connection with the performance of its obligations under this Agreement. Disclosure of such information may be made only within PREPA’s organization to key personnel, and to third parties serving as PREPA’s legal, financial or technical advisors, whose duties justify their need to review and know such material. PREPA shall require each Person (and personnel thereof) to agree in writing for the benefit of SELLER to maintain the confidentiality of such information. To the extent PREPA is required to disclose such information by any court, governmental agency or to the extent necessary to secure governmental approval or authorization, PREPA shall promptly notify SELLER and use its reasonable efforts to seek a confidentiality agreement that assures confidential treatment of the information consistent with the terms of this Section 6.8. In the event PREPA is not successful in obtaining a confidentiality agreement, PREPA shall use reasonable efforts to obtain through court action the appropriate protective order.

6.9 PREPA hereby represents and warrants that, throughout the Term, all payments by PREPA to SELLER under this Agreement shall be treated as current expenses as defined by the terms of the Trust Agreement dated as of January 1, 1974, as amended, (the “1974 Agreement”) between PREPA and State Street Bank and Trust Company, as successor trustee, and any successor indentures or agreement, including any amendments, supplements or modifications thereto.

6.10 (a) SELLER agrees to use its reasonable efforts, when soliciting and obtaining personnel to perform services for the Facility in Puerto Rico, to achieve a goal that not less than thirty percent (30%) of the total personnel hours expended in SELLER’s performance of the construction services in Puerto Rico pursuant to
this Agreement prior to the Commercial Operation Date and not less than fifty percent (50%) expended in SELLER’S performance of the services pursuant to this Agreement following the Commercial Operation Date shall be performed by individuals who are bona fide residents of Puerto Rico as defined in subsection 6.10(c).

(b) SELLER agrees to use its reasonable efforts, when soliciting and selecting subcontractors and vendors to perform services for the Facility in Puerto Rico, to achieve a goal that not less than thirty percent (30%) of such construction services hereafter performed in Puerto Rico pursuant to this Agreement prior to the Commercial Operation Date, as measured by person-hours on an annual basis, shall be performed by business concerns that are owned and controlled by one or more individuals who are bona fide residents of Puerto Rico as defined in subsection 6.10(c). For purposes of the preceding sentence, “owned and controlled” means a business: (i) which is at least fifty-one percent (51%) owned by one or more of such individuals (e.g., in the case of a corporate form of organization such individuals must hold at least fifty-one percent (51%) of all voting stock of the corporation; in the case of a partnership or other form of business concern such individuals must hold at least fifty-one percent (51%) of the beneficial interests in the partnership or business concern); and (ii) whose management and daily business operations are controlled by one or more of such Persons (who need not be owners of the business).

(c) For purposes of this Section 6.10, an individual shall be considered a bona fide resident of Puerto Rico, if said individual has been a resident of Puerto Rico immediately prior to commencing work on the Facility. To the extent that despite
SELLER'S reasonable efforts SELLER has failed to achieve the goals set forth in Section 6.10(a) or Section 6.10(b), SELLER may for purposes of calculating satisfaction of said goals include the services of individuals who at some time prior to commencing work on the Facility, but not necessarily including the period of time immediately prior to commencing work on the Facility, were residents of Puerto Rico for at least five (5) consecutive years and who relocated to Puerto Rico in order to perform work on the Facility. SELLER shall, in good faith, be entitled to rely on the representation of each individual applicant and of each subcontractor or vendor as to whether such individual, subcontractor or vendor meets the criteria set forth herein. SELLER shall require equivalent undertakings from its subcontractors.

(d) Nothing contained herein shall be interpreted as obligating SELLER to take any action which would be in violation of the United States Constitution, federal law or the laws of Puerto Rico or of any affirmative action program or equal opportunity obligation to which SELLER or its Affiliates are or may be bound under federal law or the laws of Puerto Rico.

6.11 PREPA represents and warrants as of the Effective Date as follows:

(a) Pursuant to Act No. 83 of May 2, 1941, as amended, PREPA is a public corporation duly organized and validly existing under the laws of the Commonwealth of Puerto Rico and has all requisite power and authority to conduct its business as now conducted, to own its properties, and to execute, to deliver, and to perform its obligations under this Agreement;

(b) The execution and delivery by PREPA of this Agreement, and the Agreement itself, have been duly authorized by PREPA's Governing Board in accordance
with applicable law, and (i) do not and will not require any additional internal consent or approval of PREPA; (ii) do not and will not violate any provision of Act No. 83 of May 2, 1941, as amended, or its regulations, or any material indenture, contract or agreement to which it is a party or by which its properties may be bound;

(c) PREPA is not in default under any document or instrument referred to in clause (ii) of the preceding paragraph (b), which default could reasonably be expected to have a material adverse effect on the ability of PREPA to perform its obligations under this Agreement; and

(d) This Agreement is a legal, valid, and binding obligation of PREPA, enforceable against PREPA in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally.

6.12 Neither Party shall be relieved of its obligations under this Agreement as a result of subcontracting any of its obligations to a third party.

ARTICLE 7. DISPATCHING

7.1 The Facility will be designated by PREPA as a “must run” unit and will not be disconnected except to the extent necessary due to (a) a Force Majeure, (b) an Emergency that cannot be avoided or mitigated without the shutdown or disconnection of the Facility or (c) the circumstances described in Sections 7.2 and 7.3 herein.

7.2 Notwithstanding Section 7.1 and as further specified in Article 9, Interconnection, PREPA may require SELLER to disconnect the Facility or reduce the amount of Net Electrical Output due to situations that may affect safety margins or reliability levels in PREPA’s electrical system; provided, however, any disconnection or reduction in the
level of Net Electrical Output required by PREPA hereunder shall be based upon and implemented in a manner consistent with Prudent Utility Practices.

7.3 Notwithstanding Sections 7.1 and 7.2 above PREPA may disconnect the Facility when one of the following conditions are present: (a) the Facility fails to comply with the requirements of APPENDIX E - MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS, which include but are not limited to power factor, low/high voltage ride through, low/high frequency ride through, voltage control requirements, power quality requirements and frequency response, (b) SELLER fails to perform annual tests for compliance with the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS as required in Section 12.2 or (c) SELLER fails to keep the Facility PSS/E mathematical models current with the future versions of the PSS/E program thirty (30) days after a PSS/E version upgrade is notified. For the avoidance of doubt, any disconnection due to (a) and (b) above may be of an extended or permanent nature until SELLER provides PREPA with written notice and supporting documents reasonably evidencing that SELLER has cured the deficiency. PREPA will have two (2) business days following receipt of such documents to reconnect SELLER or to object in writing to the evidence presented by SELLER. In the event that PREPA objects to SELLER's evidence, it shall provide to SELLER in writing a detailed explanation of the reasons for its objection. SELLER shall then either correct the deficiency and submit supplemental evidence showing compliance with the requirements, or submit the matter as a Technical Dispute. PREPA shall have no liability to SELLER in connection with those disconnections as per Sections 7.1, 7.2 and 7.3, unless it fails to reconnect upon compliance by SELLER with its obligations hereunder. In the event PREPA fails to complete such reconnection, or the matter is submitted as a Technical Dispute and the
arbitrator determines SELLER’S compliance with its obligations under this section, then PREPA shall reimburse SELLER as per the terms of Section 11.4 of this Agreement from the date in which it presented evidence of compliance to PREPA until the date of actual reconnection. PREPA shall accept industry-standard tests in compliance with this section.

7.4 SELLER will give the PREPA’s dispatcher a status report every eight (8) hours of the Facility’s conditions, including any Facility restrictions, and the hourly integrated net generation during that period. SELLER shall notify the dispatcher right away if there is any pertinent change in the Facility’s status, and (ii) SELLER shall make available through the Facility’s remote terminal unit ("RTU") the actual Facility load limit adjustment.

7.5 Following the Commercial Operation Date, SELLER will provide to PREPA an estimate of next Day and next week production, based on the previous Day production, estimated strength of the solar irradiation the next Day and week and based on the meteorological forecast for the region and site. The Parties shall include in the Agreed Operating Procedures the procedures and protocols necessary for providing said estimates.

ARTICLE 8. CONTROL AND OPERATION OF THE FACILITY

8.1 SELLER shall, at least sixty (60) Days prior to the Commercial Operation Date, submit a written schedule of Scheduled Outages ("Scheduled Outage Program") for the remaining portion of the first Year of the Facility’s operations and, if the Commercial Operation Date occurs after September 1, for the following two Years, setting forth the proposed Scheduled Outage periods. Thereafter, SELLER shall submit to PREPA, in writing, by September 1 of each Year, its proposed Scheduled Outage Program for the next two Years.
8.2 SELLER shall use reasonable efforts to notify PREPA of any Non-Scheduled Outages at least twenty four (24) hours in advance and coordinate all Non-Scheduled Outages with PREPA.

8.3 If an Emergency is declared by PREPA, PREPA’s dispatching centers may disconnect the Facility from PREPA’s system to the extent permitted by Article 7. If a curtailment pursuant to Article 7 is declared by PREPA, PREPA’s dispatching centers may curtail the Facility’s output. The Facility will remain disconnected from PREPA’s system following an Emergency until SELLER has received permission to reconnect from PREPA’s dispatching center. Any disconnection or reduction in the Facility’s output required by PREPA under this Agreement shall be of no greater scope and of no longer duration than is required by the Emergency or operating problem pursuant to Article 7, consistent with Prudent Utility Practices. Upon an Emergency or curtailment pursuant to Article 7 that results in any disconnection or reduction in the Facility’s output, PREPA shall, as soon as practicable after the occurrence of the Emergency or operating problem, provide written notice to SELLER describing the particulars of the occurrence and its estimated duration and shall diligently use all reasonable efforts, consistent with Prudent Utility Practices, to remedy the Emergency or operating problem.

8.4 Each Party shall cooperate with the other in establishing Emergency plans, including recovery from a local or widespread electrical blackout; voltage reduction in order to effect load curtailment; and other plans which may arise. SELLER shall make technical information and data available to PREPA concerning start-up times and black-start capabilities.

8.5 If the Facility has a Scheduled Outage or a Non-Scheduled Outage, and such Scheduled Outage or Non-Scheduled Outage occurs or would occur coincident with an Emergency,
PREPA may request that SELLER to make all good faith efforts, consistent with Prudent Utility Practices and with PREPA's approval, to reschedule the Scheduled Outage or Non-Scheduled Outage or if the Scheduled Outage or Non-Scheduled Outage has begun, to expedite the completion thereof.

8.6 SELLER shall provide and install as a minimum and at its expense the following communication facilities linking the Facility with PREPA's dispatching centers:

(a) One dual ported Remote Terminal Unit (“RTU”), including setup installation and configuration, which shall be specified by PREPA.

(b) Two voice grade telecommunication circuits for the RTU. One for communication with Monacillos Transmission Center (“Monacillos TC”), the other for Ponce Transmission Center (“Ponce TC”).

(c) A voice telephone extension for the purpose of accessing PREPA's dial-up metering equipment and for communicating with Monacillos TC and Ponce TC.

(d) Telephone line and equipment to transmit and receive facsimile messages to confirm the oral communication between PREPA and SELLER.

(e) The communication facilities shall provide for digital access using PREPA’s TDM (Time Division Multiplexer) and Ethernet network.

(f) One voice grade telecommunication circuit for the Facility backup telemeter’s communication with -PREPA Transmission Centers.

(g) A Dynamic System Monitor equipment in accordance with APPENDIX D - TECHNICAL SPECIFICATIONS FOR THE DYNAMIC SYSTEM MONITOR, for recording the power disturbance caused by electro-mechanic swings and to measure the system response to the swing disturbance.
Items provided by SELLER in accordance with this Section 8.7 shall be subject to the approval of PREPA, which approval shall not be unreasonably withheld or delayed.

8.7 Each Party shall keep complete and accurate records and other data required for the proper administration of this Agreement.

(a) All such records shall be maintained for a minimum of five (5) years after the preparation of such records or data and for any additional length of time required by regulatory agencies with jurisdiction over the Parties; provided, however, that neither Party shall dispose of or destroy any records that are specifically designated by the other Party even after five (5) years without thirty (30) Days prior notice to the other Party. If notice is given to the notifying Party during the thirty (30) Day period, the notifying Party shall promptly deliver the records and data to the Party wishing to retain the records.

(b) SELLER shall maintain an accurate and up-to-date operating log at the Facility with records of (i) real and reactive power for each hour, (ii) changes in operating status and Scheduled Outages, and (iii) any unusual conditions found during inspections.

(c) Either Party shall have the right from time to time, upon fourteen (14) Days written notice to the other Party and during regular business hours, to examine the records and data of the other Party relating to the proper administration of this Agreement any time during the period the records are required to be maintained.

8.8 At PREPA's request, SELLER shall provide certifications of tests and inspections of the electric and protection equipment, which may impact PREPA's electrical system. PREPA shall have the right to visit and visually monitor the Facility during operation and testing, including any acceptance testing of the Facility.
ARTICLE 9. FACILITIES DESIGN AND INTERCONNECTION

9.1 PREPA agrees to allow the Facility to interconnect to PREPA’s System at the Interconnection Point in accordance with the terms of this Agreement. Appendix B sets forth: (a) a description of the Interconnection Facilities, (b) a specification of the Interconnection Point, and (c) the information required for the interconnection study needed to interconnect the Facility to PREPA’s system.

9.2 In accordance with this Article 9, SELLER shall at its own cost, (i) design, obtain the land rights necessary, acquire all materials and equipment necessary, construct and install the SELLER’s Interconnection Facilities and (ii) design, obtain the land rights necessary, acquire all materials and equipment necessary, construct, install and transfer to PREPA, PREPA’s Interconnection Facilities. Such transfer by SELLER to PREPA of PREPA’s Interconnection Facilities shall include, to the fullest extent allowed by applicable law, the underlying equipment supply and construction contracts, all remaining equipment supplier warranties in respect of PREPA’s Interconnection Facilities.

9.3 SELLER shall provide PREPA with relay settings for review and inspection by PREPA not later than ninety (90) Days prior to the Proposed Initial Synchronization Date. If these are not found to be acceptable to PREPA, SELLER agrees to comply with any reasonable request made by PREPA to provide acceptable relay settings prior to the Initial Synchronization Date. PREPA agrees to give any comments or suggested changes which it is entitled to give to SELLER pursuant to this Section 9.3 within thirty (30) Days after SELLER submits any relay settings to PREPA.

9.4 PREPA shall prepare and submit to SELLER a written voltage schedule for the Facility no later than thirty (30) Days prior to the Proposed Initial Synchronization Date. From and after the Commercial Operation Date, PREPA may change such voltage schedule
upon sixty (60) minutes prior written notice, or in accordance with the Agreed Operating
Procedures. SELLER shall use such voltage schedule in the operation of its Facility.
This voltage schedule shall be based on the normally expected operating conditions for
the Facility and the reactive power requirements of PREPA's System.

9.5 SELLER shall submit to PREPA (a) the engineering design of the Facility, including the
Interconnection Facilities, which design shall be consistent with Prudent Electrical
Practices and with the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV
PROJECTS of APPENDIX E, (b) the relay protection scheme and (c) the data required in
Appendix B including an official Siemens - PTI certified PSS/E mathematical model of
the specific PV Facility and manufacturer’s performance data reasonably required to
perform the interconnection study within thirty (30) Days following its receipt by
SELLER.

9.6 PREPA shall perform an interconnection study and deliver the same to SELLER within
sixty (60) Days after SELLER submits to PREPA the Facility design package of Section
9.5 in its entirety. The interconnection study shall, at a minimum, (a) determine the
power capabilities of the major interconnection equipment required to complete the
Interconnection Facilities, (b) specify the maximum fault currents necessary to specify
short circuit duty and interrupting ratings, (c) approve or disapprove generator step up
(GSU) transformer impedance and transformer tap ranges necessary for proper control of
voltage and reactive power flow, (d) designate the PREPA dispatching centers that will
coordinate the operation of the Facility and (e) specify PREPA's design requirements for
the Facility and the Interconnection Facilities. At the time PREPA delivers to SELLER
such interconnection study, PREPA shall also deliver to SELLER such other information
required by SELLER to design the Interconnection Facilities in compliance with
PREPA’s System and to protect the Facility from damage that may result from PREPA’s System performance, including (but not limited to) voltage and frequency fluctuations.

9.7 Following SELLER’s receipt of the PREPA interconnection study and the other information required to be delivered to SELLER by PREPA under Section 9.6, SELLER shall submit to PREPA the final engineering design of the Facility, including the Interconnection Facilities (the “Final Design”). SELLER agrees Final Design will be consistent in all material respects with the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E. Furthermore, SELLER agrees to install equipment necessary to comply with the requirements of APPENDIX E -MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS, which include but are not limited to power factor, low/high voltage ride through, low/high frequency ride through, voltage control requirements, power quality requirements and frequency response. No later than thirty (30) Days following SELLER’s delivery to PREPA of the Final Design, PREPA shall complete its review of the Final Design and deliver to SELLER written notice that PREPA either (i) accepts the Final Design (the “Approved Design”) and confirms that the Interconnection Facilities will, if constructed in accordance with such design, be in compliance with PREPA’s interconnection requirements and that the Facility and such Interconnection Facilities will be allowed to interconnect with PREPA’s System in accordance with this Agreement, or (ii) does not accept such design, in which case PREPA shall simultaneously deliver to SELLER a written and detailed description of PREPA’s objections to such design and PREPA’s required modifications thereto, which modifications shall be made in good faith and be reasonable and consistent with Prudent Electrical Practices (PREPA’s “Technical Input”).

If PREPA has provided Technical Input to SELLER in accordance with the foregoing,
then no later than ten (10) Days following SELLER’s delivery to PREPA of SELLER’s revised Final Design, which revised Final Design shall be consistent with both MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E and Technical Input, PREPA shall review such revised Final Design and notify SELLER in writing either that (i) such revised design constitutes the Approved Design or (ii) PREPA does not accept such design, in which case PREPA shall simultaneously deliver to SELLER PREPA’s further Technical Input. The foregoing process shall be repeated until an Approved Design is achieved. SELLER shall not, without PREPA’s written consent, commence construction of the Interconnection Facilities until the Approved Design is achieved; provided, that SELLER may, at its risk, order long-lead equipment prior to achievement of the Approved Design.

9.8 Prior to the initial interconnection of the Facility with PREPA’s System, SELLER shall retain a contractor approved in writing by PREPA (such approval not to be unreasonably withheld, delayed or conditioned after SELLER has submitted to PREPA information about the experience of the contractor) to perform the acceptance testing of the Interconnection Facilities, which testing shall be performed pursuant to testing protocols and requirements, which testing protocols and requirements shall be provided by PREPA not later than sixty (60) Days following the Effective Date. SELLER shall provide to PREPA no less than ten (10) Days advance notice of such testing and PREPA shall have a representative witness and evaluate the testing. No later than ten (10) Days following completion of such testing and submission to PREPA of the testing book to be generated by the testing contractor, PREPA shall review such testing book and notify SELLER in writing that PREPA either (i) accepts such testing book or (ii) does not accept such testing book, in which case PREPA shall simultaneously deliver to SELLER a written
and detailed description of PREPA’s objections to such testing book and PREPA’s required modifications thereto, which modifications shall be made in good faith and be reasonable and consistent with Prudent Electrical Practices. If PREPA has provided required modifications to the testing book, then no later than five (5) Days following SELLER’s delivery to PREPA of a revised testing book, PREPA shall review such revised testing book and notify SELLER in writing either that the same is approved or that PREPA continues to have required modifications thereto. The foregoing process shall be repeated until the testing book is approved by PREPA, such approval not to be unreasonable withheld, delayed or conditioned. PREPA shall be responsible for the final determination as to whether the Interconnection Facilities have been adequately designed constructed and tested and that the same comply with PREPA’s requirements. PREPA acknowledges and agrees that SELLER is not providing design, engineering or testing services or advice to PREPA in respect of the Facility or the Interconnection Facilities.

9.9 As a condition to SELLER’s right to interconnect with PREPA’s System, (i) SELLER shall provide written notice (which shall include a copy of the red line drawing used for the construction of the Interconnection Facilities) to PREPA that the Interconnection Facilities have been substantially completed and tested in accordance with Sections 9.7 and 9.8 (the “IF Completion Notice”) and (ii) PREPA shall inspect such Interconnection Facilities to confirm they were constructed in accordance with the Approved Design, which inspection and confirmation shall be completed promptly, but in any case within five (5) Days following PREPA’s receipt of SELLER’s IF Completion Notice. If PREPA determines in good faith that the Interconnection Facilities have not been constructed in accordance with the Approved Design and that such deviation would, if the Facility is synchronized with SELLER’s System, adversely affect the operations of PREPA’s
System, PREPA shall so advise SELLER in writing within five (5) Days following PREPA’s inspection of the Interconnection Facilities and SELLER shall be required to correct any such deviation prior to interconnecting the Facility to PREPA’s System (in which case the first sentence of this Section 9.9 shall again apply).

9.10 SELLER shall provide PREPA with as-built drawings of the SELLER’s Interconnection Facilities (one line diagram and protection scheme) within one hundred twenty (120) Days after the Commercial Operation Date and within one hundred twenty (120) Days after any material modification of the SELLER’s Interconnection Facilities to the extent the information in such as-built drawings are affected.

9.11 SELLER agrees to comply with any reasonable request made by PREPA to provide acceptable relay settings prior to the Initial Synchronization Date in accordance with Section 9.3. SELLER further agrees that control and protection scheme parameters such as: ramp rates, higher frequency fluctuations, low voltage ride-through, voltage support and dynamic power factor will be consistent in all material respects with the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E. SELLER shall procure equipment with electrical capabilities to comply with the above-mentioned parameters.

9.12 SELLER shall own and be responsible for the safe and adequate operation and maintenance of all SELLER’s Interconnection Facilities, other than metering equipment, but including SELLER’s back-up meters and metering devices, if any. After transfer from SELLER, PREPA shall own and be responsible for the safe and adequate operation and maintenance of PREPA’s Interconnection Facilities, all risk of loss and ownership in respect thereof shall be borne exclusively by PREPA and PREPA shall indemnify, defend and hold SELLER harmless for any and all claims of PREPA or any other Person for any
losses, liabilities, claims, costs or damages of any nature arising from PREPA’s Interconnection Facilities or the procurement, construction, installation, testing or transfer to PREPA of PREPA’s Interconnection Facilities.

9.13 PREPA reserves the right to modify or expand the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E in conformance with Prudent Electrical Practices. PREPA shall only oblige SELLER to implement such modification if it can show that, were it not for such changes, imminent harm to human life, property, or situations that may affect safety margins or reliability levels in PREPA’s system, will result. In connection with the foregoing, SELLER shall assume the cost of any required modifications to the Facility up to, in the aggregate, a total cost not to exceed one percent (1%) of the cost of the Facility, and provided that such modification does not affect the Facility’s net electrical output. In the event that PREPA requires the implementation of changes to the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E that exceed in the aggregate one percent (1%) of the cost of the Facility, or that affect the Facility’s net electrical output, the Parties shall negotiate in good faith to arrive at an appropriate compensation to SELLER for the cost of such modification.

9.14 PREPA reserves the right to modify or expand its requirements for protective devices in the SELLER Interconnection Facilities in conformance with Prudent Electrical Practices. PREPA shall only oblige SELLER to implement such modification if it can show that, were it not for such changes, imminent harm to human life, property, or situations that may affect safety margins or reliability levels in PREPA’s system, will result. In connection with the foregoing, SELLER shall assume the cost of any required modifications to the Facility up to, in the aggregate, a total cost not to exceed one percent
(1%) of the cost of the Facility, and provided that such modification does not affect the Facility's net electrical output. In the event that PREPA requires the implementation of changes to the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E that exceed in the aggregate one percent (1%) of the cost of the Facility, or that affect the Facility's net electrical output, the Parties shall negotiate in good faith to arrive at an appropriate compensation to SELLER for the cost of such modification. Each Party shall notify the other in advance of any changes to its system that would affect the proper coordination of protective devices on the two interconnected systems. SELLER agrees to keep the Facility PSS/E mathematical models current with the future versions of the PSS/E program. Current PSS/E mathematical models shall be provided to PREPA not later than thirty (30) days after a PSS/E version upgrade is notified. The SELLER shall submit to PREPA an official report from Siemens PTI that validates and certifies the required mathematical models, including the subsequent revisions to keep the mathematical models current with future versions of the PSS/E program.

9.15 SELLER agrees that all works needed as part of the Additional Interconnection Facilities and PREPA's Interconnection Facilities, to be performed within PREPA's active electrical system, in accordance with industry standards, must be executed by PREPA at SELLER's cost.

ARTICLE 10. METERING

10.1 PREPA shall own and maintain all meters and metering devices used to measure the delivery and receipt of Net Electrical Output for payment purposes. SELLER shall install primary and back-up meters and metering devices subject to Section 10.3 as part of the
Additional Interconnection Facilities; provided that such meters and metering devices shall be subject to PREPA’s approval.

10.2 All meters and metering equipment used to determine the Net Electrical Output delivered to PREPA shall be located at the Interconnection Point and sealed. The seals may only be broken by PREPA personnel when the meters are to be inspected, tested or adjusted. PREPA shall give SELLER one (1) week prior notice thereof and SELLER shall have the right to have a representative present during the meter inspection, testing or adjustment. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party to coordinate an inspection or test at the earliest convenient date.

10.3 At least annually, at PREPA’s cost and, in addition from time to time upon two (2) weeks prior written notice by either Party at its cost (unless the results demonstrate that meters for which PREPA has operation and maintenance responsibility are outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.16, latest version: “ANSI C12.16”), in which case such additional tests shall be at PREPA’s cost), PREPA will test and verify the meter(s), including backup meters, in accordance with the provisions for meter testing as established by ANSI C12.16. When, as a result of such a test, a meter is found to be within the range specified by the standard, no adjustment will be made to the amount paid to SELLER for Net Electrical Output delivered to PREPA. If the meter is found to be outside the range specified by the standard, (a) the meter shall be adjusted, repaired, replaced, and/or recalibrated as near as practicable to a condition of zero error by the Party owning such defective or inaccurate device at that Party’s expense; and (b) PREPA will use the backup meters to calculate the correct amount of Net Electrical Output delivered to PREPA for the actual period during
which inaccurate measurements were made. If the actual period cannot be determined to
the mutual satisfaction of the Parties, a period equal to the time elapsed since the most
recent test, but in no case for a period in excess of six (6) Months will be used. If the
backup meters are not available, or if the testing of the backup meters demonstrates that
those meters are out of calibration, the meter readings shall be adjusted based on the
corrected meter readings of the most accurate meter for the actual period during which
inaccurate measurements were made. If the actual period cannot be determined to the
mutual satisfaction of the Parties, for a period equal to one half of the time elapsed since
the most recent test, but in no case for a period in excess of six (6) Months would be
used. To the extent that the adjustment period covers a period of deliveries for which
payment has already been made by PREPA, PREPA shall use the corrected
measurements as determined in accordance with this Section 10.3 to recalculate the
amount due for the period of the inaccuracy and shall subtract the previous payments by
PREPA for this period from such recomputed amount. If the difference is a positive
number, the difference shall be paid by PREPA to SELLER; if the difference is a
negative number, that difference shall be paid by SELLER to PREPA or PREPA may
offset such amounts against payments due to SELLER by PREPA hereunder. Payment of
such difference by the owing Party shall be made not later than thirty (30) Days after the
owing Party receives notice of the amount due, unless PREPA elects payment via an
offset. Each Party shall comply with any reasonable request of the other Party
concerning the sealing of meters, the presence of a representative of the other Party when
the seals are broken and the test is made, and other matters affecting the accuracy of the
measurement of electricity delivered from the Facility.
10.4 For purposes of this Article 10 and Article 11 - COMPENSATION, PAYMENT AND BILLINGS, the “Billing Period” shall be defined as a period not to exceed thirty-three (33) Days nor less than twenty-eight (28) Days. The Billing Period schedule shall be prepared by PREPA and submitted to SELLER on or before January 1 of each Year. PREPA shall notify SELLER in advance of any change to the Billing Period schedule.

During each one (1) Year period, following the Initial Synchronization Date, PREPA shall read the meters at least twelve (12) times to determine the amount of Net Electrical Output delivered to PREPA from the Facility. At PREPA’s option, PREPA may choose to read the meters more frequently and totalize such readings in accordance to the Billing Periods. PREPA shall provide SELLER with a written statement containing the reading details and totals within ten (10) Days following the end of each Billing Period.

ARTICLE 11. COMPENSATION, PAYMENT AND BILLINGS

11.1 For each Billing Period, PREPA shall pay SELLER an Energy Payment and a Green Credits Payment for the Net Electrical Output measured in accordance with Section 10.3. SELLER shall include both the Energy Payment and the Green Credits Payment in the monthly invoice presented to PREPA pursuant to Section 11.3. The Energy Payment and the Green Credit Payment shall be calculated as per following Section 11.2.

11.2 (a) Energy Payment - Beginning with the Pre-Operation Period and continuing throughout the Term of this Agreement:

\[ EP = EPP \times NEO \]

Where:

EP is the Energy Payment

EPP is the Energy Purchase Price, which for the first Agreement Year shall be equal to $0.15 per kWh of NEO.
NEO is the Net Electrical Output expressed in kilowatt hours.

On an annual basis on the first anniversary of the Commercial Operation Date and each year thereafter, the Energy Purchase Price shall be escalated in an amount equal to two percent (2.0%).

An example of the Energy Purchase Price is included in Appendix C.

(b) Green Credits Payment – Beginning with the later date of (i) the Pre-Operation Period or (ii) January 1, 2013 and continuing throughout the Term of this Agreement:

\[ GCP = GCPP \times NEO \]

Where:

- **GCP** is the Green Credits Payment.
- **GCPP** is the Green Credit Purchase Price, which shall be equal to $0.035 per kWh of NEO for the Term.
- **NEO** is the Net Electrical Output expressed in kilowatt hours.

For the avoidance of doubt the Green Credit Purchase Price shall not be subject to escalation for the Term.

An example of the Green Credit Purchase Price is included in Appendix C.

11.3 On or before the fifteenth (15th) Day following the end of each Billing Period (or if later, within five (5) Days after SELLER receives the meter reading data pursuant to Section 10.4), SELLER shall provide PREPA with a written invoice for the Net Electrical Output delivered to PREPA, and such invoice shall be paid by PREPA within forty-seven (47) Days after the end of the Billing Period. Interest shall accrue on the payments due to SELLER commencing on the Day after the date on which PREPA is required to make any such payment pursuant to the preceding sentence. Notwithstanding the payment requirements set forth in this Section 11.3, any amounts owed to a Party by the other
Party pursuant to this Agreement that are not paid when due to the Party to whom they are owed, may, at the discretion of such obligee Party be offset against the amounts due to the other Party from such obligee Party; provided that such amounts are undisputed or have been determined to be owed to the obligee Party by a final award pursuant to Section 22.12; and provided, further, that the obligee Party shall provide the other Party with five (5) Business Days’ advance written notice describing in reasonable detail the amounts to be set off before effecting any such set off. Payments to a Party shall be made by wire transfer to an account with a bank to be specified by such Party in writing, which specification shall be notified to the other Party at least thirty (30) Days prior to the Initial Synchronization Date, or with such other banks as may thereafter be specified by a Party in writing. Either Party may by written notice to the other, change the address to which such payments to the notifying Party are to be sent.

11.4 If for reasons other than a Force Majeure or an Emergency or the conditions established in Article 7, but subject to Prudent Utility Practices and Prudent Electrical Practices, PREPA opts not to receive the Net Electrical Output that would have been provided by the Facility in accordance with this Agreement, PREPA shall pay SELLER as provided in this Section 11.4 for such Net Electrical Output that would have been delivered to the Interconnection Point for the duration of the outage, disconnection, curtailment or reduction. The calculation of such Net Electrical Output that would have been delivered to the Interconnection Point for the duration of the outage, disconnection, curtailment or reduction shall be determined in accordance with Appendix F. In addition to this payment for Net Electrical Output, PREPA will pay proportionate amounts of Green Credits and/or Production Tax Credits lost due to PREPA’s option not to receive such Net Electrical Output. The value of the Production Credits would be calculated by
multiplying the Net Electrical Output not received as determined in Appendix F by the value per kWh for Production Tax Credit determined by the Internal Revenue Service for that year and any other governmental agency in the case of non-federal Production Tax Credits. The value of the Green Credits would be calculated by multiplying the Net Electrical Output not received as determined in Appendix F by the applicable GCPP as defined in Section 11.2. The burden of proof regarding the per kWh values for Green Credits and/or Production Credits lost shall be SELLER’s responsibility. For instances in which PREPA curtails the Facility, PREPA shall send a report to SELLER explaining in detail the particulars that cause the curtailment. If SELLER disputes the causes of the curtailment included in the aforementioned report, such dispute shall be resolved by binding arbitration in accordance with the Dispute Resolution process provided for in Section 22.12.

ARTICLE 12. TESTING AND INITIAL SYNCHRONIZATION

12.1 Subject to Section 2.1, SELLER declares (but does not represent, warrant or covenant) that the estimated nameplate Generating Capacity for the Facility at commencement of Commercial Operations is expected to be approximately 10 MW. SELLER agrees that the power output of the Facility shall not exceed 10 MW. SELLER shall install, at its own cost, at the point of interconnection equipment capable of automatically disconnecting the Facility to prevent that the NEO exceeds the above mentioned 10 MW limit.

12.2 SELLER shall perform tests to verify that the PV Facility complies with each of the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E (frequency ride through, voltage ride through, power factor requirements, voltage regulation requirements, frequency response, ramp rate control, power quality
requirements, etc...) and the power limit device of Section 12.1. SELLER shall submit to PREPA field test reports certified by an independent laboratory or company specialized in acceptance tests of renewable power generating facilities evidencing that the PV Facility meets each of the MINIMUM TECHNICAL REQUIREMENTS FOR SOLAR PV PROJECTS of APPENDIX E and the power limit device of Section 12.1. SELLER shall notify PREPA in writing of the Day selected by SELLER to perform the field tests. Such notification will be provided by SELLER with at least thirty (30) Days advance notice. The field tests shall be witnessed and coordinated with PREPA's Acceptance Tests and Planning personnel. These tests shall be repeated on an annual basis in order to maintain the PV Facility interconnected to the grid. For the avoidance of doubt, manufacturer's test reports shall not be accepted as a means to comply with this requirement.

12.3 Following the acceptance tests of the Facility, SELLER shall notify PREPA in writing of the test results, the Generating Capacity and the Commercial Operation Date. PREPA may have an eyewitness during the performance of the tests.

ARTICLE 13. LIABILITY

13.1 Each Party shall be responsible for the energy and facilities, located on its respective side of the Interconnection Point. The energy made available by SELLER to PREPA under this Agreement shall become the property of PREPA at the Interconnection Point, and, except as provided in Section 13.2 below, SELLER shall not be liable to PREPA for loss or damage to PREPA's generation, transmission, and distribution system, resulting directly or indirectly from the use, misuse or presence of said energy once it passes the Interconnection Point.
13.2 Each Party shall be liable for all foreseeable damages suffered by the other as a necessary consequence of SELLER or PREPA's respective negligent performance or omissions or failure to perform its respective obligations under this Agreement, including during any cure period in accordance with Article 17, as stated under Article 1060 of the Puerto Rico Civil Code, subject to the terms of Section 13.3 below.

13.3 Notwithstanding anything to the contrary in this Agreement, neither Party nor its officers, directors, agents, employees and representatives shall in any event be liable to the other Party or its officers, directors, agents, employees or representatives for claims for incidental, consequential or indirect damages to persons or property, whether arising in tort, contract or otherwise, connected with or resulting from performance or non-performance under this Agreement including without limitation, claims made by either Party's customers or suppliers, or claims made by third parties, or claims made by either Party for lost profits (except payments specifically provided for in Article 11).

13.4 Nothing in this Article 13 shall relieve either Party of its obligation to make payments that become due pursuant to Article 11. In the event of a billing dispute between parties, each party will continue to make payment of amounts that are not in dispute and either party may invoke the provisions of Section 22.12 with respect to the matters in dispute.

ARTICLE 14. INDEMNIFICATION

14.1 Subject to the provisions of this Article 14, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and each of its Indemnitees (each such Person, an "Indemnified Person") from and against any and all damages, claims, losses, liabilities, actions, causes of action, costs, expenses and obligations (including all attorneys' fees) whether arising in contract, tort or otherwise to third parties for or on account of injury, bodily or otherwise, or death of persons or for damage to or destruction
of third party property, in each case to the extent resulting from or arising out of the Indemnifying Party’s violation of law, negligence, willful misconduct or failure to perform under this Agreement.

14.2 In the event any Party to this Agreement receives notice of any claim or cause of action for which such Party elects to assert a right of indemnification and hold harmless from the other Party, the Party receiving such notice must give prompt written notice to the other Party of the claim. The Party required to give the indemnification and hold harmless under the terms and provisions of this Agreement will have control of the defense of any such claim or cause of action (except to the extent prevented by any legal conflict of interest) including the selection of counsel to handle same. In addition to the counsel so selected, the Party being indemnified and held harmless shall be entitled to be represented by counsel of his or its own choosing but, in such event, the cost and expense of said additional counsel shall be borne by the indemnitee.

14.3 As of the Effective Date and for the Term, SELLER shall indemnify and hold harmless PREPA for any and all judgments (including expenses such as reasonable costs and attorneys’ fees) required to be incurred by PREPA as a result of claims of any nature whatsoever resulting from any environmental harm due to the actions of SELLER or SELLER’s agents or employees in the design, planning, construction or operation of the Facility or arising as a result of the presence at the Facility of pollutants, hazardous substances, materials or wastes in excess of amounts and concentrations permitted by applicable federal or Commonwealth laws, rules or regulations then in effect. In the event SELLER fails to reimburse PREPA for such expenses within thirty (30) Days of receipt of written notice from PREPA stating that such expenses were incurred, PREPA may offset the amount of such expenses against amounts due SELLER from PREPA
under this Agreement. In the event SELLER disputes that claimed expenses are due to the actions of SELLER or SELLER's agents, such dispute shall be resolved pursuant to Article 22.12.

**ARTICLE 15. FORCE MAJEURE**

15.1 "Force Majeure" means any cause beyond the reasonable control of and not the result of the fault or negligence of the Party claiming the Force Majeure. Except as provided in Section 15.4, the Party claiming the Force Majeure shall be excused from performing hereunder and shall not be liable for damages or otherwise to the extent the non-performance or inability to perform is due to a Force Majeure event. The burden of proof as to whether a Force Majeure event has occurred and caused a non-performance or inability to perform shall be on the Party claiming the Force Majeure. The suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event, consistent with Prudent Utility Practices.

15.2 Provided that the provisions of Section 15.1 are met, Force Majeure events may include the following: acts of God, strikes, industrial disturbances, acts of public enemy, war, blockades, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the act or failure to act of any governmental authority and requirements of, actions by or failures to act by any governmental authority but only to the extent such requirements, actions, or failures to act prevent or delay; despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority.

15.3 A Party claiming excuse due to Force Majeure shall, within ten (10) Days after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence and its estimated duration and shall diligently use all
reasonable efforts, consistent with Prudent Utility Practices, to remedy its inability to perform and resume in full its performance under this Agreement; provided that this obligation shall not require the settlement of any strike, walkout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute are contrary to its best interest.

15.4 Neither Party shall be excused by reason of Force Majeure from the obligation to make any payments, when due, to the other Party.

15.5 If a Party Disputes the other Party's claim of Force Majeure, such Dispute shall be resolved pursuant to Section 22.12.

ARTICLE 16. TERMINATION

16.1 Termination of this Agreement shall occur only upon: (a) expiration of the Term of this Agreement as provided in Article 5; (b) mutual written consent of the Parties; (c) the election of PREPA following a Development Abandonment or Permanent Closing; (d) the election of the non-defaulting Party following the occurrence of a Breach under Article 17; (e) the election of PREPA following delay by SELLER in achieving Commencement of Construction by twenty four (24) Months after the Effective Date; (f) delay by SELLER in achieving the Commercial Operation Date by the date which is thirty-six (36) Months after the Effective Date, as extended by a Force Majeure event, Pending Permits or a Legal Challenge or any delay caused by any act or omission of PREPA, but in no event longer than forty-eight (48) Months, as extended by any delay caused by any act or omission of PREPA; (g) the circumstances provided in Section 16.2.

16.2 The Parties agree that the continued effectiveness of this Agreement is dependent on SELLER'S determination that the Facility to be constructed in accordance with this Agreement is financially feasible. If SELLER notifies PREPA that the Facility is not
financiably feasible as reasonably determined by SELLER on or before the Commencement of Construction Date, then either Party may terminate this Agreement without liability by written notice to the other Party.

16.3 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations incurred prior to, or as a result of, such cancellation, expiration or earlier termination of this Agreement, which by their nature should survive such events, including this Section 16.3 and Articles 13 and 14. Without limiting the foregoing, termination of this Agreement shall not discharge either Party hereto from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at termination or whether the circumstances, events or basis of the same shall be known or unknown at termination) shall survive termination. Any indebtedness by either Party to the other shall be considered payable within ninety (90) Days of the termination of this Agreement.

ARTICLE 17. BREACH OF AGREEMENT, DELAYS, AND SECURITY

17.1 A “Breach” of this Agreement shall be deemed to exist upon any of the following events:

(a) A default by a Party in the due and punctual payment of any monetary amount to be paid to the other Party when and as the same becomes due and payable, and the same is not cured within ten (10) Days after the date on which the defaulting Party receives written notice from the other Party of such failure; and

(b) Subject to Article 15, a default in any material respect by a Party in the performance of, or in compliance with, any of the other terms, covenants, or
conditions contained in this Agreement, and the same is not cured within one hundred twenty (120) Days after the date on which the defaulting Party receives written notice from the other Party of such failure, or such longer period (not to exceed an additional cure period of one hundred fifty (150) Days if the default is capable of being cured and the defaulting Party is diligently pursuing such cure).

17.2 Upon the occurrence of a Breach, the non-defaulting Party shall be entitled to invoke its remedies under this Agreement and/or under the law. If the other Party Disputes in writing that a Breach by it has occurred, the Parties shall resolve the matter in the manner prescribed in Section 22.12.

17.3 Before the Commercial Operation Date, SELLER shall provide to PREPA, at SELLER’S sole expense, an irrevocable direct pay letter of, or letters of credit issued by, a local bank or any other bank, which such issuing bank and letters of credit shall be subject to PREPA’s approval, such approval not to be unreasonably withheld, conditioned or delayed, in the amount of (a) $30.00, multiplied by (b) the Generating Capacity of the Facility (the “Operation Security”). If the Generating Capacity is increased, SELLER agrees to increase the Operation Security the amount (in U.S. Dollars) resulting from the product of (a) $30.00, multiplied by (b) the increase of the Generating Capacity of the Facility. The Operation Security shall be maintained for the Term of this Agreement. Upon a Breach under Article 17 by SELLER, PREPA may draw from the Operation Security required above to offset any damages PREPA may be entitled to under this Agreement; provided that PREPA either obtains (a) the written agreement of SELLER to the level of such damages (after giving effect to the deduction of any amounts which SELLER asserts are due and payable to it from PREPA but remain unpaid), or (b) obtains a judgment pursuant to the Dispute resolution mechanism provided in Section 22.12.
requiring that SELLER pay such amount to PREPA free of any escrow or similar security arrangement. If the Operation Security will expire or cease to exist prior to such agreement or judgment and SELLER fails to provide a replacement Operation Security at least thirty (30) Days prior to the expiration of the then current Operation Security, PREPA may draw from the Operation Security an amount equal to the lesser of (i) PREPA’s claim of damages and (ii) the remaining undrawn face amount of the Operation Security (after giving effect to the deduction of any amounts which SELLER has asserted to PREPA, on or before the date of such drawing, are due and payable to it from PREPA but remain unpaid); provided that PREPA places the amount so drawn in an escrow account in a bank, and pursuant to escrow arrangements reasonably acceptable to SELLER until the appropriate amount of damages due to PREPA (after giving effect to the aforesaid deductions, if any) is determined or, if earlier, until a replacement Operation Security is provided to PREPA (upon which issuance of a replacement Operation Security, the amounts deposited in the escrow account shall immediately be released to SELLER). Following such agreement or determination PREPA may draw from the escrow account (or from any replacement Operation Security) and retain amounts equal to the amount of damages, if any, determined in the aforesaid manner to be due to PREPA, and PREPA shall deliver to SELLER all amounts remaining in the escrow account, if any. The costs of such escrow account shall be borne by PREPA. Drawing under the Operation Security shall not be the exclusive remedy available to PREPA.

ARTICLE 18. TAXES AND ENVIRONMENTAL COSTS

18.1 For purposes of this Agreement, "Taxes" shall mean any and all Taxes, fees or other charges of any nature, excluding income Taxes and repatriation (tollgate) Taxes, that are imposed or assessed on or as a result of the ownership or operations of the Facility by
federal or municipal governmental bodies or agencies responsible for implementing tax laws, rules, regulations or orders. "Environmental Costs" shall mean any and all fixed and variable costs incurred by SELLER resulting from the imposition or assessment on or as a result of the ownership or operations of the Facility by laws, rules, regulations or orders relating to the environment issued by federal or municipal governmental bodies or agencies. SELLER shall be responsible for all income Taxes, repatriation (tollgate) Taxes, Taxes and Environmental Costs applicable to the construction and operation of the Facility.

18.2 SELLER will promptly pay and discharge all lawful Taxes, assessments and governmental charges or levies imposed upon it or in respect of all or any part of its property or business, all trade accounts payable in accordance with usual and customary business terms, and all claims for work, labor or materials which, if unpaid, might become a lien or charge upon any of its property; provided, however, that SELLER shall not be required to pay any such tax, assessment, charge, levy, account payable or claim if: (a) the validity, applicability or amount thereof is being contested in good faith by appropriate actions or proceedings which will prevent the forfeiture or sale of any property of SELLER or any material interference with the use thereof by SELLER, and (b) SELLER shall set aside on its books reserves deemed by it to be adequate with respect thereto.

ARTICLE 19. INSURANCE

19.1 SELLER shall obtain and maintain in full force and effect during the life of this Agreement and thereafter as provided herein, policies of insurance covering all operations engaged in by this Agreement, which shall be formally agreed with insurance
companies authorized to do business in Puerto Rico, and to that effect it shall provide in
original certificates of insurance and endorsements, as follows:

(a) Workman's Compensation Insurance: SELLER shall provide and maintain
Workmen's Compensation Insurance as required by the Workmen's
Compensation Act of the Commonwealth of Puerto Rico. SELLER shall also be
responsible for compliance with said Workmen's Compensation Act by all his
subcontractors, agents, and invitees. SELLER shall furnish PREPA a certificate
from the State Insurance Fund showing that all personnel employed in the work
are covered by the Workmen's Compensation Insurance, in accordance with this
Agreement. Imported technical personnel are exempted, as per Act of May 16,
1958 No 16. SELLER shall furnish evidence of such exemption and certificate
from the insurance carrier covering said personnel.

(b) Commercial General Liability Insurance: SELLER shall provide and maintain
Commercial General Liability Insurance with limits of $1,000,000 per occurrence
and $2,000,000 aggregate.

(c) Automobile Liability Insurance: SELLER shall provide and maintain Automobile
Liability Insurance with limits of $1,000,000 combined single limit covering all
owned, non-owned and hired automobiles.

(d) Excess Umbrella Liability Insurance: SELLER shall provide and maintain Excess
Umbrella Liability Insurance with limits of $4,000,000 per occurrence in excess
of the limits of insurance provided in subparagraph 19.1(b) above.

(e) All Risk Physical Damage Property Insurance: SELLER shall provide and
maintain All Risk Physical Damage Property Insurance, including machinery
coverage, to cover all real and personal property of SELLER (including
earthquake and hurricane occurrence) to one hundred percent (100%) of replacement cost to the extent available on commercially reasonable terms as determined by SELLER and subject to a reasonable deductible, which shall be the total responsibility of the SELLER. This policy of insurance shall be placed into effect on the Commercial Operation Date. The insurance as required in this Section 19.1(e) shall cover work at the Site and shall also cover portions of the work located away from the Site and portions of the work in transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the Site.

(f) Boiler and Machinery Insurance: SELLER shall provide and maintain boiler and machinery insurance, if any, required by the contract documents or by law, covering insured objects during installation and until final acceptance by PREPA. This insurance shall name as insured SELLER and PREPA.

(g) Employer’s Liability Insurance: SELLER shall provide and maintain Employer’s Liability Insurance with minimum bodily injury limits of $3,000,000 for each employee and $1,000,000 for each accident covering against the liability imposed by law upon SELLER as a result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen’s Compensation Act of the Commonwealth of Puerto Rico.

19.2 Requirements under the Policies: The Commercial General Liability Insurance and Automobile Liability Insurance required under this Agreement shall be endorsed to include:
(a) As Additional Insured, using ISO Additional Insured Endorsement CG 20 26 11 85 or a substitute providing equivalent coverage:

Puerto Rico Electric Power Authority
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

(b) A thirty (30) Days’ cancellation or nonrenewable notice to be sent by certified mail with return receipt to the above address.

(c) An endorsement including this Agreement under contractual liability coverage and identifying it by number, date and the Parties.

(d) Waiver of Subrogation in favor of PREPA.

(e) The breach of any of the Warranties or Conditions in these policies by the Contractor shall not prejudice PREPA’s rights under this policy.

19.3 Construction Facility Requirements: The contractors and designers retained by SELLER to construct the Facility shall obtain and maintain in full force and effect before the Commencement of Construction of the Facility, policies of insurance covering all constructions engaged in by this Agreement, which shall be formally agreed with insurance companies authorized to do business in Puerto Rico, and to that effect SELLER shall provide in the original certificate of insurance and endorsements, as follows:

(a) Workmen’s Compensation Insurance: SELLER shall provide and maintain Workmen’s Compensation Insurance as required by the Workmen’s Compensation Act of the Commonwealth of Puerto Rico. SELLER shall also be responsible for compliance with said Workmen’s Compensation Act by all its subcontractors, agents, and invitees. SELLER shall furnish PREPA a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen’s Compensation Insurance, in accordance with this
Agreement. Imported technical personnel are exempted, as per Act of May 16, 1958, No. 16. SELLER shall furnish evidence of such exemption and certificate from the insurance carrier covering said personnel.

(b) Employer’s Liability Insurance: SELLER shall provide and maintain Employer’s Liability Insurance with minimum bodily injury limits of $1,000,000 for each employee and $1,000,000 for each accident, covering against the liability imposed by law upon SELLER as a result of bodily injury, by accident or disease, including death arising out of and in the course of employment and outside of and distinct from any claim under the Workmen’s Compensation Act of the Commonwealth of Puerto Rico.

(c) Commercial General Liability Insurance: SELLER shall provide and maintain Commercial General Liability Insurance (“CGL”) with limits of $1,000,000 per occurrence and $2,000,000 aggregate. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage. Continuing CGL insurance shall cover liability arising from products-completed operations and liability assumed under an insured contract for at least three (3) years following substantial completion of the work.

(d) Automobile Liability Insurance: SELLER shall provide and maintain Automobile Liability Insurance with limits of $1,000,000 combined single limit covering all owned, non-owned and hired automobiles.

(e) Excess Umbrella Liability Insurance: SELLER shall provide and maintain Excess Umbrella Liability Insurance with limits of $4,000,000 per occurrence in excess of the limits of insurance provided in subparagraph 19.3(c) above.
(f) Builder’s Risk Insurance: SELLER shall provide and maintain in force Builder’s Risk Insurance for the entire work. Such insurance shall be written in an amount equal to the total contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis and coverage shall be written on a completed value form as follows:

(i) The insurance as required above shall be written to cover all risks of physical loss except those specifically excluded in the policy, and shall inure at least against the perils of fire, lightning, explosion, windstorm or hail, smoke aircraft or vehicles, riot or civil commotion, theft, vandalism, malicious mischief, earthquake, windstorm and collapse.

(ii) Any deductible applicable to the insurance purchased in compliance with this requirement shall be paid by SELLER.

(iii) Waiver of Subrogation. SELLER waives all rights against PREPA and its officers, directors, agents, and employees for recovery for damages caused by fire and other perils to the extent covered by builders risk or property insurance purchased pursuant to the requirements of this Agreement, or any other property insurance applicable to the work.

19.4 Requirements under the Policies: The Commercial General Liability Insurance and Automobile Liability Insurance required under this Agreement shall be endorsed to include:

(a) As Additional Insured, using ISO Additional Insured Endorsement CG 20 26 11 85 or a substitute providing equivalent coverage:

    Puerto Rico Electric Power Authority
    Risk Management Office
    PO Box 364267
    San Juan, PR 00926-4267
(b) A thirty (30) Days' cancellation or nonrenewable notice to be sent by certified mail with return receipt to the above address.

(c) An endorsement including this Agreement under contractual liability coverage and identifying it by number, date and the Parties.

(d) Waiver of Subrogation in favor of PREPA.

(e) The breach of any of the Warranties or Conditions in these policies by the Contractor shall not prejudice PREPA's rights under this policy.

ARTICLE 20. ASSIGNMENT

20.1 This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to assign this Agreement without the prior written consent of the corresponding Party shall be void.

20.2 Notwithstanding the provisions of Section 20.1, SELLER shall have the right to assign this Agreement without PREPA's consent to the Project Lenders as partial collateral security in order to obtain financing or other funding. PREPA agrees to enter into consent to assignment with the Project Lenders containing terms and conditions that are customary for transactions of this kind and acknowledges that the Project Lenders may require certain modifications to this Agreement. PREPA agrees to cooperate in good faith in this regard and to provide other customary and reasonable documents and acknowledgments as the Project Lenders may reasonably request. In addition, SELLER shall have the right to assign this Agreement to any trustee under the financing documents or corporation or partnership. If SELLER shall assign this Agreement pursuant to this Section 20.2, then so long as any such assignment, or any consolidation,
modification or extension of any such assignment shall remain outstanding, the following provisions shall apply:

(a) Following receipt by PREPA of written notice of such assignment, PREPA shall, if serving notice upon SELLER pursuant to the provisions of this Agreement, also serve a copy of such notice upon the assignee, at the address provided in the notice of assignment.

(b) From and after the date that such notice has been given to an assignee, said assignee shall have an extended period for remedying or commencing the remedy of any alleged default, or causing the same to be remedied, equal to thirty (30) Days in addition to the cure period given to SELLER pursuant to the terms of this Agreement to remedy (or such additional period as PREPA may agree with, and for the benefit of, the Project Lenders). PREPA shall accept such performance by or on behalf of such assignee as if the same had been done by SELLER.

(c) The making of an assignment pursuant to the preceding provisions of this Section shall not be deemed to constitute an assignment or transfer of this Agreement, nor shall any assignee referred to above, as such, be deemed to be an assignee or transferee of this Agreement so as to require such assignee, as such, to assume the performance of any of the terms and conditions of SELLER to be performed hereunder; provided, however, that the purchaser at any sale of this Agreement in any proceeding for the foreclosure of any assignment, or the assignee or transferee of this Agreement in any proceedings for the foreclosure of any assignment, or the assignee or transferee of this Agreement under any instrument of assignment or transfer in lieu of the foreclosure of any assignment, shall be deemed to be an assignee or transferee within the meaning of this subsection and
shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of SELLER to be performed hereunder from and after the date of such purchase and assignment.

(d) Notwithstanding any other provision of this Agreement, any sale of this Agreement in any proceeding for the foreclosure of any assignment, or the assignment or transfer of this Agreement in lieu of the foreclosure of any assignment, shall be deemed to be a permitted sale, transfer or assignment of this Agreement, and this Agreement shall continue in full force and effect following any such sale, transfer or assignment.

(e) No agreement between PREPA and SELLER modifying, amending, cancelling or surrendering this Agreement shall be effective without the prior written consent of all assignees.

(f) If this Agreement is terminated prior to the expiration of the Term due to a Breach by SELLER (in which case PREPA shall notify the Project Lenders of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy law or proceeding or other similar law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to SELLER or otherwise, PREPA agrees, if there are outstanding obligations to a Project Lender, subject to the receipt of all necessary approvals, to enter into a new power purchase and operating agreement with the Project Lender (or its designee or nominee; provided that such designee or nominee (a) is controlled by the Project Lender, (b) is approved by PREPA, or (c) has a tangible net worth of at least twenty five million dollars ($25 million) (or its direct or indirect parent has a tangible net worth of at least seventy five million dollars ($75 million) and
has, or engages an operator which has, at least three (3) years experience operating solar energy facilities of a similar type and size as the Facility for the remainder of the Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement, effective as of the date of such termination.

20.3 Notwithstanding the provisions of Section 20.1, SELLER reserves the right to assign all of its rights, title and interest under this Agreement to any Affiliate of SELLER - without the consent of PREPA, provided such Affiliate agrees to be bound by the terms of this Agreement and to fully perform the obligations of SELLER - hereunder. PREPA shall be notified of SELLER'S intention to assign this Agreement at least thirty (30) Days in advance. Upon such assignment, SELLER will thereafter be relieved of all obligations arising under this Agreement.

20.4 In the event SELLER intends to sell the Facility, it shall notify PREPA of its intention to sell sixty (60) Days in advance of the intended date of such sale. PREPA shall have the right to approve the new owner, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 21. QUALIFYING FACILITY STATUS

21.1 SELLER will cause the Facility to achieve status as a Qualifying Facility pursuant to PURPA and agrees to maintain the Facility's status as a Qualifying Facility. For the avoidance of doubt, in the event the Facility loses its status as a Qualifying Facility pursuant to PURPA, SELLER shall vigorously pursue and use reasonable efforts to re-obtain Qualifying Facility status. Notwithstanding the above, should SELLER be unable to obtain such status, this Agreement shall remain in full force and effect and SELLER shall comply, in its relationship with PREPA, with all other provisions of PURPA and the regulations approved under PURPA by FERC or any successor applicable to the
relationship between qualifying facilities and electric utilities, in particular those provisions that protect, defend, preserve and/or are propitious to electric utilities; provided, however, that nothing under PURPA or the regulations thereunder shall materially adversely affect in any way the rights, duties, and obligations of the Parties under this Agreement.

ARTICLE 22. MISCELLANEOUS PROVISIONS

22.1 This Agreement, including the appendices hereto, may be amended or waived only by written agreement between the Parties. A waiver of any Breach shall extend only to the particular Breach waived and shall not limit or otherwise affect any rights that either Party may have with respect to any other or future Breach.

22.2 The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect, unless such waiver is in a written agreement between the Parties.

22.3 This Agreement is intended solely for the benefit of the Parties hereto and, solely to the extent rights thereto are provided in this Agreement, for the benefit of the Project Lenders as third party beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any Person not a Party to this Agreement.

22.4 No officer, employee, or agent of SELLER or PREPA or municipal governments shall be entitled to any share or part of this Agreement or to any benefit that may arise therefrom that would be in violation of any law, rule, regulation order, or policy of the Commonwealth of Puerto Rico or PREPA.
22.5 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as, or be an agent or representative of, or to otherwise bind, the other Party.

22.6 PREPA agrees to provide electric service to SELLER as requested by SELLER, at the most advantageous rate available to SELLER, based on PREPA's approved tariff and shall be consistent with rates charged by PREPA to similar customers.

22.7 Certifications:

(a) Prior to the signing of this Agreement, SELLER has submitted the originals of the following documents or certifications:

(i) Certification by SELLER, which indicates that it has filed its Income Tax Returns during the five (5) previous years, if required, and that it does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.

(ii) An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that SELLER has filed its Income Tax Return for the last five (5) years, if required. To obtain such Certificate, SELLER will use the Request for Copy and/or Certification of Income Tax Returns Form issued by the Treasury Department of Puerto Rico. In addition, SELLER shall submit a Certification of Debt issued by the Area of Internal Revenues.

(iii) Certification issued by the Municipal Revenues Collection Center, assuring that SELLER does not owe any tax to such governmental agency.
To obtain such Certification, SELLER will use the form issued by the Municipal Revenues Collection Center.

(iv) Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, evidencing that SELLER has paid to the Department of Labor and Human Resources of Puerto Rico, if applicable, its employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms. To obtain such Certificate, SELLER will use the form issued by the Department of Labor and Human Resources of Puerto Rico.

(v) Certificate, issued by the Child Support Administration (ASUME) evidencing that SELLER is in compliance with the retention, if applicable, that as an employer must do.

(vi) A sworn statement to the effect that, as of the Effective Date, neither SELLER nor any of its members, directors, managers, officers or employees have been convicted of, nor have they pled guilty to, any crime as enumerated in Article 3 of Public Law No. 458 of December 29, 2000 of the Commonwealth of Puerto Rico, as amended. In accordance with Article 6 of Public Law No. 458 of December 29, 2000 of the Commonwealth of Puerto Rico, as amended, SELLER acknowledges that its conviction or guilty plea for any of the crimes as enumerated in Article 3 of such Act shall entail, in addition to any other applicable penalty, the automatic rescission of this Agreement. In addition, but only to the extent
required by Public Law No. 458, PREPA shall have the right to demand the reimbursement of payments made pursuant to this Agreement that directly result from the committed crime.

(b) If any of the previously required certifications referred to in Section 22.7 shows a debt, and SELLER has requested a review or adjustment of this debt, SELLER will certify that it has made such request at the Effective Date. If the requested review or adjustment is denied and such determination is final, SELLER will provide, immediately, proof of payment of this debt to PREPA; otherwise, SELLER accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.

(c) Specifically, SELLER recognizes that submittal of the aforementioned certifications and a document referred to in Section 22.7 is an essential condition of this Agreement.

22.8 This Agreement shall inure to the benefit of and be binding upon SELLER and PREPA and their respective successors and assigns.

22.9 This Agreement is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the subject matter hereof and supersedes all prior written and oral understandings between the Parties with respect thereto.

22.10 If any provision hereof shall be held invalid, illegal or unenforceable by the holding of an arbitral authority convened pursuant to Section 22.12, such holding shall not invalidate or render unenforceable any other provision hereof.

22.11 SELLER certifies as of the Effective Date that, to its actual knowledge, it does not receive payment or benefit of any nature for services rendered regularly through an
appointment to a governmental agency, body, public corporation or municipality of Puerto Rico.

22.12 Dispute Resolution:

(a) If a dispute arises between the Parties regarding the application, interpretation, enforceability, validity, performance, or breach of this Agreement or matters arising therefrom or relating thereto, whether sounding in contract, tort, unfair competition, law, equity or any other legal form (a "Dispute"), then such Dispute shall be resolved solely by either a Technical Determination (as defined and subject to the terms set forth in (b) below) or a final and binding arbitration in accordance with this Section 22.12. In the event of a Dispute under this Agreement, the disputing Party may promptly provide written notice of the Dispute (a "Dispute Notice") to the other Party. Following delivery of the Dispute Notice, the Parties shall either (i) agree in writing to submit such Dispute for a Technical Determination as provided in clause (b) below or (ii) absent such agreement, nominate a member of its respective senior management, who shall have decision-making authority on behalf of such Party, and such senior management members shall promptly meet and seek to achieve settlement, if possible, by negotiation and mutual agreement. If the Dispute is not resolved or submitted for Technical Determination within forty-five (45) Days after the Dispute Notice is received by the recipient Party (or such longer period of time as may be mutually agreed by the Parties in writing), then either Party may submit the Dispute to final and binding arbitration by issuing a demand for arbitration. The arbitration shall be conducted by a panel of three arbitrators, one selected by each Party within (10) ten Days of the submission of the dispute and the third
selected by the two Party-appointed arbitrators within twenty (20) Days of the appointment of the second arbitrator. Any arbitrator not timely selected shall, at the request of any Party, be appointed in accordance with AAA’s listing, ranking and striking process. Unless otherwise agreed in writing by the Parties, discovery in each mandatory arbitration conducted pursuant to this Section 22.12 shall be completed within ninety (90) Days, and the arbitration panel may restrict the scope and number of discovery demands permitted, including but not limited to the number of depositions that may be taken, to ensure compliance with this 90-Day limitation. During that period, the arbitrators shall be available to receive and consider all such evidence as is relevant and, within reasonable limits due to the restricted time period, to hear as much argument as is feasible, giving a fair allocation of time to each Party to the arbitration. The arbitrators shall use all reasonable means to expedite discovery and to sanction noncompliance with reasonable discovery requests or any discovery order.

(b) In addition, unless otherwise agreed in writing by the Parties, a hearing on each mandatory arbitration shall be conducted at the end of the discovery period but no later than one hundred and twenty (120) Days after appointment of the third arbitrator in the arbitration panel and the hearing shall be completed in no longer than five (5) Business Days. The arbitrators shall not consider any evidence or argument not presented during such period and shall not extend such period except by the written consent of both Parties. The arbitration panel shall render a written decision stating the reasons therefore (the “Award”) as soon as practicable after the close of the hearing but, in any case, no later than thirty (30) Days after the close of the hearing. The arbitrators shall have the right only to interpret and
apply the terms and conditions of this Agreement and to order any remedy
allowed by this Agreement, but may not change any term or condition of this
Agreement, deprive either Party of any right or remedy expressly provided
hereunder, or provide any right or remedy that has been excluded hereunder. All
hearings shall be held and the Award shall be rendered in San Juan, Puerto Rico.
The Award shall be final and binding.

(c) If a Dispute hereunder is one that the Parties agree is of a technical nature that
would be best resolved through a technical review in proceedings before the
Consulting Engineer, either Party may submit such Dispute (a "Technical
Dispute") for resolution by the Consulting Engineer (a "Technical
Determination") by providing to the other Party and the Consulting Engineer a
written notice, specifying the matter to be determined (a "Technical Dispute
Notice"). Proceedings before the Consulting Engineer shall be held in San Juan,
Puerto Rico, unless otherwise agreed in writing by the Parties. Within thirty (30)
Days of the engagement of the Consulting Engineer for a Technical Dispute (or
such longer period of time as the Parties may mutually agree in writing), the
Consulting Engineer shall conduct a hearing; provided that the Parties may agree
in writing to waive the hearing and have the Consulting Engineer reach a decision
on the basis of written submissions alone. The Consulting Engineer shall render a
written decision on the Technical Dispute as soon as practicable after the close of
the hearing but, in any case, no later than fifteen (15) Days after the close of the
hearing. The Consulting Engineer shall have no authority to award damages
excluded by this Agreement, the Parties hereby waiving their right, if any, to
recover such excluded damages in connection with any Technical Dispute.
(d) Any arbitration conducted pursuant to this Section 22.12 shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. which shall control over any local law regarding arbitration. The Award rendered in any such arbitration shall be final and binding on the Parties, may be entered and enforced in any Court of Competent Jurisdiction, and shall be subject to judicial review only on the grounds contained in the Federal Arbitration Act. Unless the Consulting Engineer or arbitral panel, as applicable, decides otherwise, the expenses of the arbitration proceedings, including the expenses of the Consulting Engineer and the arbitrators, but excluding the Parties’ own expenses and attorneys’ fees, shall be shared equally by the Parties. The Parties are committed to the prompt and efficient resolution of Disputes. Accordingly, if one or more arbitrations are already pending with respect to a Dispute under this Agreement, then any Party may request that any arbitration or any new Dispute arising under this Agreement be consolidated into any prior arbitration. The new Dispute or arbitration shall be so consolidated; provided that the arbitral tribunal for the prior arbitration determines that: (i) the new Dispute or arbitration presents significant issues of law or fact common with those in the pending arbitration; (ii) no Party would be unduly prejudiced and (iii) consolidation under these circumstances would not result in undue delay for the prior arbitration. Any such order of consolidation issued by the arbitral tribunal shall be final and binding upon the Parties. The Parties waive any right they have to appeal or to seek interpretation, revision or annulment of such order of consolidation. The arbitral tribunal for the arbitration into which a new Dispute is consolidated shall serve as the arbitral tribunal for the consolidated arbitration. The Parties agree that upon such an order of
consolidation, they will promptly dismiss any arbitration brought under this Agreement or any related Agreement, the subject of which has been consolidated into another arbitral proceeding under this Agreement or related agreement. The Parties also agree that the time limitations on discovery and hearing duration set forth in Section 22.12(a), above, shall apply to each consolidated arbitration, unless the arbitration panel determines that certain or all of those limitations are impracticable in a particular instance.

22.13 SELLER certifies as of the Effective Date, to its actual knowledge, that no public employee has any personal or economic interest in this Agreement.

22.14 SELLER agrees to comply with the provisions of Act of June 18, 2002, No 84, which establishes a Code of Ethics for the Contractors, Suppliers and Economic Incentive Applicants of the Executive Agencies of the Commonwealth of Puerto Rico.

22.15 SELLER shall be considered as an independent contractor, for all material purposes under this Agreement, and all Persons engaged or contracted by SELLER for the performance of its obligations herein, shall be considered as its employees or agents or those of its subcontractors, and not as employees or agents of PREPA.

22.16 All invoices submitted by SELLER shall include the following Certification in order to be processed for payment by PREPA:

No Interest Certification:

Under penalty of absolute nullity, I hereby certify that to our actual knowledge no employee, official or director of PREPA is a Party or has any interest in the profits or benefits to be obtained under this Agreement, or if any employee, official or director of PREPA has any interest in the profits or benefits under this Agreement, a waiver has been previously obtained. I, also certify that the
only consideration to provide the services under this Agreement is the payment agreed with PREPA's authorized representative under this Agreement. The total amount of this invoice is fair and correct. The services were provided and no payment has been received for this invoice.

Contractor's Signature

22.17 Contemporaneously with the sale of energy hereunder and in consideration for the Green Credits Payment of Section 11.2, SELLER shall sell and convey to PREPA the Green Credits associated with the Energy generated by the Facility and sold to PREPA by SELLER hereunder, measured in kilowatt hours in an amount equal to the Net Electrical Output. SELLER shall execute reasonable documentation to confirm the registration of the Green Credits with the North American Renewables Registry or another similar registry acceptable to SELLER and PREPA ("Registry") and the transfer of such Green Credits as reasonably requested by PREPA in accordance with the rules of the Registry, in each case, at the expense of SELLER. The term "Green Credits" shall mean "renewable energy certificates" ("CERs") and "environmental and social attributes", as such terms are defined in the Puerto Rico Green Energy Incentives Act (Act No. 83 of July 19, 2010), renewable energy credits, environmental attributes, emissions reductions, offsets, allowances or benefits, however entitled (or payments in lieu thereof), whether monetary, fiscal or in the form of physical property, now or in the future available to the Facility, as a facility that generates or produces electricity by means of "green energy" (as such term is defined in the Puerto Rico Green Energy Incentives Act), or from renewable or non-polluting resources, granted to SELLER as the owner or operator of the Facility, in each case, from any government, regulatory agency or third party, including
renewable energy credits established pursuant to the Green Energy Incentives Act of Puerto Rico, but shall exclude (i) any investment tax credits, production tax credits and grants in lieu thereof; (ii) other tax benefits or credits; (iii) any accelerated depreciation, and (iv) proceeds from (i) thru (iii), in each case, associated with the Facility or otherwise available to SELLER, each of which are expressly reserved to SELLER.

22.18 PREPA unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Agreement and the other project documents to which it is a party constitute private and commercial acts. In furtherance of the foregoing, PREPA hereby irrevocably and unconditionally agrees that to the extent permitted by applicable law, (a) should any proceedings be brought against PREPA or its assets in any jurisdiction in connection with this Agreement or any of the transactions contemplated by this Agreement, no claim of immunity from such proceedings shall be claimed by or on behalf of PREPA on behalf of itself or any of its assets; (b) it waives any right of immunity which it or any of its assets now has or may have in the future in any jurisdiction in connection with any such proceedings; and (c) consents generally in respect of the enforcement of any judgment against it in any such proceedings in any jurisdiction, to the giving of any relief or the issuance of any process in connection with such proceedings, including the making, enforcement or execution against or in respect of any of its assets.

22.19 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if both Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.
ARTICLE 23.  CHOICE OF LAW AND VENUE

23.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico and, to the extent applicable, the laws of the United States of America. The Parties herein agree that all Disputes arising hereunder shall be resolved pursuant to Section 22.12.

IN WITNESS WHEREOF, the Parties hereto have agreed to execute this Agreement in San Juan, Puerto Rico, as of the date first written above.

[Signatures]

Otoniel Cruz Carrillo
Executive Director

William A. Rubín Barber
President