

**AMENDMENT NO. 1 TO THE
RENEWABLE POWER PURCHASE AND OPERATING AGREEMENT
BETWEEN
SOLAR PROJECT SAN JUAN, LLC.
AND THE
PUERTO RICO ELECTRIC POWER AUTHORITY**

This Amendment No. 1 (the "Amendment No.1") is made on 10 day of October, 2012, by and between Solar Project San Juan, LLC, (SELLER) and the Puerto Rico Electric Power Authority (PREPA), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (collectively, the "Parties").

RECITALS

WHEREAS, Fonroche Energy America Inc; entered into a Master Renewable Power Purchase and Operating Agreement (the "MRPPOA") dated December 13, 2011, for the sale of energy to PREPA from photovoltaic solar systems ranging from 1 to 20 Mw, for up to 100 MW in the aggregate, in various locations in Puerto Rico (the Facility); and

WHEREAS, Fonroche Energy America Inc; assigned on September 17, 2012 to SELLER the rights title and interest for 15 MW of the Master Power Purchase and Operating Agreement;

WHEREAS, SELLER executed on October 10, 2012 a Power Purchase and Operating Agreement for the development of a 15 MW photovoltaic solar system in San Lorenzo, Puerto Rico, and,

WHEREAS, The Parties desire to amend Section 11.4 of the PPOA;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:


1. Section 11.4 of the PPOA – Section 11.4 of the PPOA is hereby amended by deleting it in its entirety and replacing it with the following:


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 Electric Output that would have been delivered to the Interconnection Point but for the outage, disconnection, curtailment or reduction, PREPA shall pay SELLER for such Net Electrical Output that would have been delivered but for the outage, disconnection, curtailment or reduction as determined in accordance with Appendix F. To the extent the Parties have reached an agreement whereby PREPA purchases Green Credits from SELLER, in addition to payment for Net Electrical Output set forth in this Section 11.4, 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 Green Credits Purchase Price. The burden of proof regarding the kWh values for Green Credits lost shall be SELLER's responsibility. For instance 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.

2. Representations and Warranties of each Party.

(a) PREPA hereby represents and warrants to SELLER: (i) the execution and delivery by PREPA of this Amendment, and the Amendment itself, have been duly authorized by PREPA's Governing Board and any other applicable PREPA governing body in accordance with applicable law, and (A) do not and will not require any additional internal or external consent or approval, (B) 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; and (ii) this Amendment 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.

 (b) SELLER hereby represents and warrants to PREPA: (i) the execution, delivery, and performance by SELLER of this Amendment have been duly authorized, and do not and will not (A) require any additional internal consent or approval of SELLER, or (B) 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; and (ii) this Amendment 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.

 3. Ratification. Except as expressly amended hereby, the PPOA and all documents, instruments and agreements related thereto are hereby ratified and confirmed in all respects.

4. No Implied Waiver. This Amendment shall be limited precisely as written and shall not be deemed to be a consent granted pursuant to, or a waiver or modification of, any other term or condition of the PPOA, whether or not known to the Parties, or to prejudice any other right or rights which the PPOA may now have or have in the future.

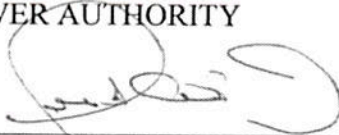
5. Counterparts. This Amendment may be executed in multiple original or facsimile counterparts, each of which shall be deemed an original and shall be binding upon the Party who executed the same, but all of such counterparts shall constitute the same Amendment.

6. Governing Law. This Amendment 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 of the PPOA.

11. Capitalized Terms. Unless otherwise stated, capitalized terms used in this Amendment which are not defined in this Amendment have the meaning given in the PPOA.

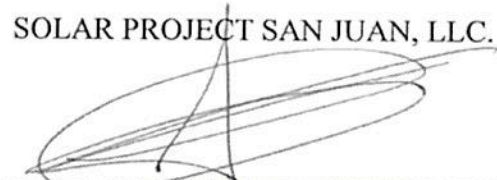
IN WITNESS WHEREOF, the Parties hereto have agreed to execute this Agreement in San Juan, Puerto Rico, as of the date first written above.

PUERTO RICO ELECTRIC
POWER AUTHORITY



Josué Antonio Colon Ortiz
Acting Executive Director

SOLAR PROJECT SAN JUAN, LLC.



Jose M. Bago