

**AMENDMENT NO. 1 TO THE
RENEWABLE POWER PURCHASE AND OPERATING AGREEMENT
BETWEEN
GRUPOTEC USA, INC.
AND THE
PUERTO RICO ELECTRIC POWER AUTHORITY**

This Amendment No. 1 (the "Amendment No.1") is made on 19 day of September, 2012, by and between Grupotec USA, Inc. (Grupotec) and the Puerto Rico Electric Power Authority (PREPA), a public corporation and governmental instrumentality of Commonwealth of Puerto Rico (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Master Renewable Power Purchase and Operating Agreement (the "MRPPOA") dated March 16th, 2012, 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, the Parties desire to amend certain provisions of the MRPPOA;

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. Annex B- Article 5 – of the MRPPOA. Section 5.2 is hereby amended by deleting the first sentence in that section in its entirety and replacing it with the following:

"The Term of this Agreement may be extended by mutual agreement of the Parties for up to two consecutives periods of five (5) Years each, following the expiration of the initial Twenty Five Agreement Years Term.

2. Annex B- Article 15. Sections 15.4 and 15.5 of the MRPPOA. Article 15, Force Majeure, is hereby amended by inserting sections 15.4 and 15.5 to read as follows:

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.

3. Representations and Warranties of each Party.

(a) PREPA hereby represents and warrants to Grupotec: (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) Grupotec hereby represents and warrants to PREPA: (i) the execution, delivery, and performance by Grupotec of this Amendment have been duly authorized, and do not and will not (A) require any additional internal consent or approval of Grupotec, or (B) violate any provision of Grupotec'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 Grupotec, enforceable against Grupotec 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 Power Purchase Agreement 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 Power Purchase Agreement, whether or not known to the Parties, or to prejudice any other right or rights which the Power Purchase Agreement may now have or have in the future.

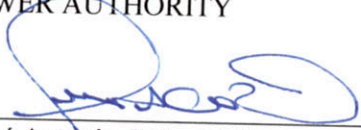
5. Counterparts. This Amendment may be executed in multiple original or facsimile counterparts, each of which shall be deemed an original and shall be binding upon the Party who executed the same, but all of such counterparts shall constitute the same Amendment.

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 Power Purchase Agreement.

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 Power Purchase Agreement.

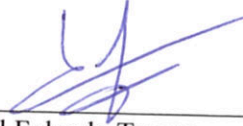
IN WITNESS WHEREOF, the Parties hereto have agreed to execute this Agreement in San Juan, Puerto Rico, as of the date first written above.

PUERTO RICO ELECTRIC
POWER AUTHORITY



Josué Antonio Colon Ortiz
Acting Executive Director

GRUPOTEC USA, INC.



Manuel Folgado Tomas
Managing Partner