

**AMENDMENT NO. 1
TO
POWER PURCHASE AND OPERATING AGREEMENT
BETWEEN
PUERTO RICO ELECTRIC POWER AUTHORITY
AND
PATTERN SANTA ISABEL LLC**

AS FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act No. 83 of May 2, 1941, as amended, employer's Social Security number 660-43-3747, represented in this act by its Acting Executive Director, Josué Antonio Colón Ortiz, of legal age, married, engineer and resident of Caguas, Puerto Rico.

AS SECOND PARTY: Pattern Santa Isabel LLC, named herewith as "Seller", a limited liability company organized in accordance with the laws of the State of Delaware, whose principal place of business is located at Pier 1, Bay 3, San Francisco, California 94111, and authorized to do business in Puerto Rico, employer identification number 27-2782796, represented in this act by its authorized representative, Colville Stanley Powell, of legal age, married, business person, and resident of the State of Florida, authorized by company resolutions of the Seller dated August 22, 2012.

RECITALS

WHEREAS: Seller and PREPA entered into a Power Purchase and Operating Agreement dated and effective as of June 11, 2010 (the "Agreement"); and

WHEREAS: Seller and PREPA desire to amend the Agreement as provided herein (the "First Amendment").

Now, therefore, in consideration of the premises and of the mutual covenants and agreements set for herein and for other good and valuable considerations the receipt of which are hereby

acknowledged, Seller and PREPA, intending to be legally bound, effective as of August 29, 2012, hereby agree as follows:

1. Section 1.9 of the Agreement is hereby replaced in its entirety by the following:

“Base Expected Production - The expected base case production (i.e., the forecasted Net Electrical Output), expressed in MWh, of the Facility (p50 case) in an Agreement Year determined by a Project Lender’s independent engineer and used in financing obtained by Seller for the Facility. In such determination, the independent engineer will take into account the applicable Maximum Injection Capacity. On or prior to the Commercial Operation Date, Seller will deliver to PREPA a copy of the base case production so determined by the independent engineer.”

2. Section 1.32 of the Agreement is hereby amended by deleting the number “92” and replacing it with the number “100”.

3. Section 1.51 of the Agreement is hereby replaced in its entirety by the following:

“Maximum Injection Capacity – means (i) 95 MW for the Hours of 11:00 am to 5:00 pm (inclusive) during the months of February through August (inclusive), and (ii) 75 MW for each Hour not included in item (i).”

4. Section 2.4 of the Agreement is hereby amended in its entirety as follows:

“Seller agrees to pay to PREPA the sum of \$5/kW of the Maximum Injection Capacity indicated in item (i) of the definition thereof (or \$475,000) for costs estimated to be incurred by PREPA in performing all the evaluations, studies and analysis that will be required for the Seller’s Complex prior to the Commercial Operation Date (the “Interconnection Deposit”). The Interconnection Deposit shall be payable by Seller to PREPA as follows: (i) \$187,500 shall be paid within fifteen (15) Days following the later of the Effective Date and the date on which PREPA has delivered to Seller an invoice for such amount, (ii) \$50,000 shall be paid within fifteen (15) Days following the later of the date of execution of this First Amendment and the date on which PREPA has delivered to Seller an invoice for such amount, and (iii) \$237,500 shall be paid within fifteen (15) Days following the later of the Commencement of Construction and the date on which PREPA has delivered to Seller an invoice for such amount.”

5. Section 12.1 of the Agreement is hereby amended by deleting the number "92" and replacing it with the number "100".

MISCELLANEOUS


1. This First Amendment will be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Puerto Rico.
2. This First Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties to this First Amendment may execute this First Amendment by signing any such counterpart.

[Signature page follows]




IN WITNESS WHEREOF, the parties hereto have agreed to execute this First Amendment as of the effective date set forth above.

Puerto Rico Electric Power Authority



Josué Antonio Colón Ortiz
Acting Executive Director

Pattern Santa Isabel LLC



Colville Stanley Powell
Authorized Representative