

**AMENDMENT NO. 2
TO THE RENEWABLE POWER PURCHASE AND OPERATING AGREEMENT
BETWEEN IRRADIA ENERGY PUERTO RICO LLC
AND THE PUERTO RICO ELECTRIC POWER AUTHORITY**

This Amendment No. 2 (the "Amendment No. 2") is made on 19 day of October, 2012, by and between Irradia Energy Puerto Rico, LLC (SELLER) 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 Renewable Power Purchase and Operating Agreement (the "PPOA") dated December 8th, 2011, for the sale of energy to PREPA from a 33.5 megawatt photovoltaic solar system in the vicinity of Morovis, Puerto Rico (the Facility); and

WHEREAS, the Parties desire to amend certain provisions 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. Clarification as to SELLER, The Parties acknowledge and agree that Irradia Energy Puerto Rico, LLC, assigned as per Article 20, Section 20.3, of the PPOA, all its titles and rights to its wholly own subsidiary, Irradia Morovis, LLC; with Federal Identification Number 46-0877673.

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.

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(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 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.

7. 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 A. Colón Ortíz
Acting Executive Director

IRRADIA MOROVIS, LLC.


Oscar Pereles Ligero
Manager

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