

**AMENDMENT NO. 2 TO THE  
POWER PURCHASE AND OPERATING AGREEMENT  
BETWEEN  
WESTERN WIND PUERTO RICO CORP.  
AND THE  
PUERTO RICO ELECTRIC POWER AUTHORITY**

This Amendment No. 2 (the "Amendment No.2") is made on 23 day of March, 2012, by and between Yabucoa Solar, LLC (YS), assignee of Western Wind Puerto Rico Corp., 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 February 25, 2011, for the sale of energy to PREPA from a 30 megawatt photovoltaic solar system in the vicinity of Yabucoa, Puerto Rico (the Facility);

WHEREAS, the Parties entered into Amendment No. 1 to the PPOA dated June 7, 2011 to, among other things, add a provision for a Green Credits Payment;

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:

Section 16.2 of the PPOA. Section 16.2(b) of the PPOA is hereby amended by deleting "December 31, 2011" and replacing with "April 1, 2012", and deleting "September 30, 2012" and replacing with "June 30, 2013", and by deleting in its entirety the sentence: "For purposes of this Section 16.2, the term "Commencement of Construction" shall be deemed to be achieved if WWPR certifies that is has complied with the "commencement of construction" requirements under the American Recovery and Reinvestment Act of 2009, as amended," such that Section 16.2(b) shall now read as follows:

- (b) The Parties agree that the continued effectiveness of this Agreement is subject to (i) WWPR having achieved Commencement of Construction on or before April 1, 2012, as extended by a Force Majeure event, Pending Permits or a Legal Challenge in which case the April 1, 2012, milestone may be extended for the duration of the Force Majeure or the Legal Challenge events up to twelve (12) month, or any delay caused by any act or omission of PREPA, (ii) WWPR having achieved the Commercial Operation Date on or before June 30, 2013, as extended by a Force Majeure event, Pending Permits or a Legal Challenge, in which case the June 30, 2013 milestone may be

extended for the duration of the Force Majeure or the Legal Challenge events up to twelve (12) month, or any delay caused by any act or omission of PREPA (“Additional Conditions”). The Seller shall notify the Buyer in writing as soon as each of the Additional Conditions is satisfied. If the Additional Conditions are not satisfied on or before the dates specified in Section 16.2(b) (or by such later date that the Parties may agree in writing) then this Agreement shall terminate automatically without liability for either Party.

Representations and Warranties of each Party.

(a) PREPA hereby represents and warrants to YS: (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) YS hereby represents and warrants to PREPA: (i) the execution, delivery, and performance by YS of this Amendment have been duly authorized, and do not and will not (A) require any additional internal consent or approval of YS, or (B) violate any provision of YS’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 YS, enforceable against YS in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally.

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.

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.

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.





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

YABUCOA SOLAR, LLC



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Otoniel Cruz Carrillo  
Executive Director



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Alana Steele  
Vice President