

2010-AI0001D

**AMENOMENT NO. 4
TO
POWER PURCHASE AND OPERATING AGREEMENT
BETWEEN
PUNTA LIMA WIND FARM, LLC
AND
PUERTO RICO ELECTRIC POWER AUTHORITY**

This Amendment No. 4 to Power Purchase and Operating Agreement 2010-AI0001 ("Amendment No.4") is made and entered into as of May 31, 2019 by and between Puerto Rico Electric Power Authority ("PREPA"), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created pursuant to Act No. 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/Executive Director, mister José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico and Punta Lima Wind Farm, LLC ("Seller"), a limited liability company organized under the laws of Delaware and duly authorized to engage in business in Puerto Rico (as successor-in-interest to Go Green Puerto Rico Alternative Energy Corp.), represented in this act by its Chief Executive Officer, mister Dioniso Fernández. Seller and PREPA are herein individually referred to as a "Party" and collectively referred to as "Parties". All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement (defined below).

RECITALS

WHEREAS, Seller and PREPA entered into that certain Power Purchase and Operating Agreement 2010-AI0001, dated as of July 3, 2009, as amended pursuant to Amendment No. 1 to Power Purchase and Operating Agreement dated as of November 4, 2010, as further amended pursuant to Amendment No. 2 to Power Purchase and Operating Agreement dated as of August 3, 2011, and as further amended by Amendment No. 3 to Power Purchase and Operating Agreement dated as of December 18, 2012 (Collectively referred herein as the "Agreement");

WHEREAS, on September 20, 2017, Hurricane María made landfall in Puerto Rico as a Category 4 storm, causing significant damage to PREPA's energy transmission and distribution infrastructure, and to Seller's wind turbines;

WHEREAS, under Section 16.1(iii), the Agreement terminates upon Permanent Closing of Seller's Complex, which, pursuant to Section 1.43(b) is deemed to have occurred when the Available Hours for the Facility equal zero (0) for any period of thirty (30) consecutive months regardless of any Force Majeure event claimed by Seller;

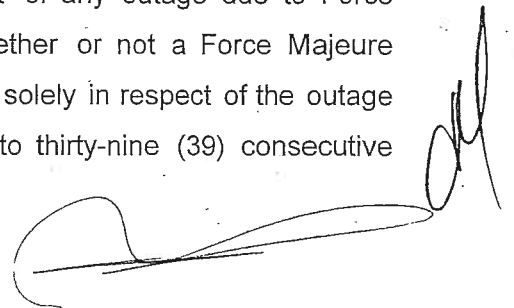
WHEREAS, Seller's resumption of operations and delivery of Net Electrical Output to PREPA may take longer than thirty (30) consecutive months;

WHEREAS, Seller and PREPA agree to amend the Agreement as herein provided to extend the 30-month period set forth in Section 1.43(b); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

SECTION A. Amendment to the Agreement: Section 1.43 of the Agreement is hereby amended and restated in its entirety to read as follows:

"1.43 Permanent Closing – Shall be deemed to have occurred when, at any time after the Commercial Operation Date, the Available Hours for the Facility equal zero (0) for: (a) any period of twelve (12) consecutive months, excluding periods of outages described in sub-paragraph (b) of this Section 1.43 and (b) in respect of any outage due to Force Majeure, a period of thirty (30) consecutive months, whether or not a Force Majeure event has been claimed by Seller; provided, however, that solely in respect of the outage due to Hurricane María, such period shall be increased to thirty-nine (39) consecutive months."

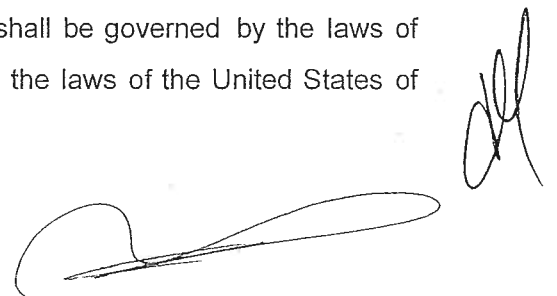
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SECTION B. Effect on the Agreement. Except as specifically amended above, the Agreement is and shall continue to be in full force and effect. Notwithstanding anything contained herein to the contrary, (i) nothing in this Amendment No. 4 shall constitute or be deemed to be an assumption of, or evidence of PREPA's intention to assume, the Agreement as amended by this Amendment No. 4, and (ii) PREPA expressly retains all rights (to be exercised in its sole and absolute discretion) to assume or reject the Agreement as modified hereby. For the avoidance of doubt, neither the Agreement nor this Amendment No. 4 shall be deemed a post-petition contract between PREPA and Seller.

SECTION C. Counterparts. This Amendment No. 4 may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

SECTION D. Entire Agreement. This Amendment No. 4 and the Agreement embody the entire agreement between the Parties relating to the subject matter hereof. The Parties shall not be bound by or liable for the terms and conditions of any other documents proposed or submitted prior to the date of this Amendment No. 4 and not incorporated herein (by reference or otherwise).

SECTION E. Governing Law. This Amendment No. 4 shall be governed by the laws of the Commonwealth of Puerto Rico, and to the extent applicable, the laws of the United States of America.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke and a small flourish at the top.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be
duly executed by their respective officers as of the date first above written.

PUNTA LIMA WIND FARM, LLC

By:



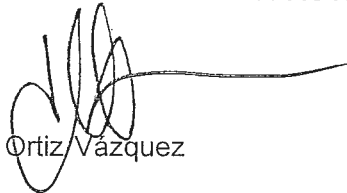
Dionisio Fernández

Chief Executive Officer

S.S. 990-36-5082

PUERTO RICO ELECTRIC POWER AUTHORITY

By:



José F. Ortiz Vázquez

Chief Executive Officer

S.S. 660-43-3747

**CERTIFICO QUE ESTE DOCUMENTO ES
COPIA FIEL Y EXACTA DEL ORIGINAL.**

FIRMA

Arturo L. Rodríguez Cruz

TITULO

Director Administrativo

4 de junio de 2019