

ESTADO LIBRE ASOCIADO DE PUERTO RICO  
AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO

SAN JUAN, PUERTO RICO

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APARTADO 364267  
CORREO GENERAL  
SAN JUAN, PR 00936-4267

25 de agosto de 2015

Sonia Miranda Vega  
Directora de Planificación  
y Protección Ambiental

Nelida Ayala Jiménez  
Directora de Asuntos Jurídicos, Interina


**Radicación de Enmienda de Contrato**

Según las disposiciones de la Orden Ejecutiva Núm. 1991-24 del 18 de junio de 1991 sobre la radicación de contratos, le informamos que se otorgó la siguiente enmienda:

Núm. de Contrato	:	2011-P00050E			
		San Fermín Solar Farm, LLC			
Seguro Social	:	273-91-5370			
Término	:	14/agosto/2015 hasta 15/noviembre/2030			
Fecha Otorgamiento	:	14 de agosto de 2015			
Costo Total	:	\$0.00			
Registro	:	TOMO	PÁGINA	TIPO	CÓDIGO
		11	03	3	3.0026

Acompañamos el original de dicha enmienda para la acción correspondiente.

Anejo

	Estado Libre Asociado de Puerto Rico Commonwealth of Puerto Rico <b>OFICINA DEL CONTRALOR</b> Office of the Comptroller San Juan, Puerto Rico	<b>Número de envío:</b> 453124						
<b>Código de entidad:</b> 3075	<b>Registro de Envío de Contratos, Escrituras y Documentos</b> Relacionados	Envío generado por: MONICA M SANTIAGO NI						
<b>Cantidad de Contratos Enviados:</b> 1 8/18/2015 2:59:53 PM	<b>Fecha de envío:</b> 8/18/2015 2:59:52 PM	<b>Fecha de Impresión:</b>						
<a href="#">Regresar</a>								
Contrato	Enmienda	Fecha Otorgado	Cuantia	Vigencia desde	Vigencia hasta	Seguro Social	Nombre Contratista	Exento
2011-P00050	E	8/14/2015	\$0.00	8/14/2015	11/15/2030	273-91-5370	SAN FERMIN SOLAR FARM, LLC	0

FIFTH AMENDMENT TO CONTRACT 2011-P00050 **E**

RENEWABLE POWER PURCHASE AND OPERATING AGREEMENT  
BETWEEN  
THE PUERTO RICO ELECTRIC POWER AUTHORITY  
AND  
SAN FERMÍN SOLAR FARM, LLC

APPEAR

AS FIRST PARTY: 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 83 of May 2, 1941, as amended, represented in this act by its Executive Director, engineer Javier A. Quintana Méndez, of legal age, married, and resident of Guaynabo, Puerto Rico.

AS SECOND PARTY: San Fermín Solar Farm, LLC, hereinafter referred to as SELLER, with its principal office at Calle Madrid 3-19, Urb. Torrimar, Guaynabo, Puerto Rico 00966, represented in this act by its President, engineer Walter Pedreira Pérez, of legal age, married, and resident of Guaynabo, Puerto Rico, who is duly authorized to execute this Amendment on behalf of SELLER as certified by the Written Consent to Action of the Sole Member, dated April 24, 2015.

WITNESSETH

*W.P.*  
*W.P.*  
In consideration of the mutual covenants hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows:

STATE

WHEREAS, on November 16, 2010, PREPA and SELLER executed a Renewable Power Purchase and Operating Agreement (Agreement) for the development of a 20 megawatt photovoltaic solar energy system in the vicinity of Loíza, Puerto Rico (Facility);

WHEREAS, the Agreement has been amended on different occasions for facilitating the development and interconnection of the project;

WHEREAS, Act 82-2010, the Public Policy on Energy Diversification by Means of Sustainable and Alternative Renewable Energy in Puerto Rico Act, creates Renewable Portfolio Standards that set short, medium, and long term goals with respect to renewable energy production;

WHEREAS, Facility is in the Pre-Operation Period;

WHEREAS, SELLER claimed technical problems beyond its control, in key equipment installed in the Facility, as part of its strategy to meet the Minimum Technical Requirements (MTRs). This equipment had to be replaced, causing delay in the commencement of testing to verify compliance with the MTRs and prevented meeting the Commercial Operation Date established in the Fourth Amendment; and

WHEREAS, taking into consideration the advanced stage of development of the Facility and the technical problems claimed by SELLER, the Parties desire to amend further certain provision of the Agreement to give SELLER the opportunity to finish the commissioning of the Facility and perform the required tests to verify compliance with the MTRs.

NOW, THEREFORE, the Parties hereby agree as follows:

- W.P.  
[Signature]*
1. Section 16.2 (b) (ii) in Article 16 – TERMINATION of the Agreement is hereby amended to read as follows:

SELLER having achieved the Commercial Operation Date on or before November 13, 2015, as extended by a Force Majeure event, in which case the November 13, 2015 milestone may be extended for the duration of the Force Majeure event, up to three (3) months, or any delay caused by any act or omission of PREPA.

2. The above mentioned amendment applies to the terms and conditions of the Agreement, as applicable.
3. 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.

(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.

4. Ratification. Except as expressly amended hereby, the Agreement is hereby ratified and confirmed in all respects.
5. 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 Agreement, whether or not known to the Parties, or to prejudice any other right or rights which the Agreement may now have or have in the future.
6. 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.
7. 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 Agreement.
8. Novation. SELLER and PREPA expressly agree that no amendment which could be made to the Agreement and this Amendment, during its term, shall be understood as a Contractual Novation, unless both Parties agree to the contrary, specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives the SELLER a time extension for the compliance of any of its obligations under the Agreement or where PREPA dispenses the claim or demand of any of its credits or rights under the Agreement.
9. Capitalized Terms. Unless otherwise stated, capitalized terms used in this Amendment which are not defined in this Amendment have the meaning given in the Agreement.

*W.P.  
[Signature]*

All other terms and conditions, specifications, stipulations, insurances, and requirements established in the Agreement remain unaltered and fully enforceable.

This is the agreement between the appearing Parties under this Amendment and so is hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have agreed to execute this Fifth Amendment in San Juan, Puerto Rico, on this 14 day of August, 2015.

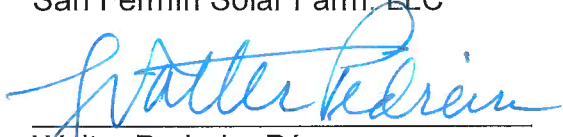
Puerto Rico Electric Power Authority

San Fermín Solar Farm, LLC

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Javier A. Quintana Méndez  
Executive Director  
Social Security 660-43-3747

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Walter Pedreira Pérez  
President  
Social Security 273-91-5370