

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

<p>In re</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>THE COMMONWEALTH OF PUERTO RICO, <i>et al.</i>,</p> <p>Debtors.¹</p>	<p>PROMESA Title III</p> <p>No. 17 BK 3283-LTS</p> <p>(Jointly Administered)</p>
<p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>PUERTO RICO ELECTRIC POWER AUTHORITY,</p> <p>Debtor.</p>	<p>PROMESA Title III</p> <p>No. 17 BK 4780-LTS</p> <p>This Declaration relates to PREPA and shall be filed in Lead Case No. 17 BK 3283-LTS and Case No. 17 BK 4780-LTS</p>

**DECLARATION OF LESLIE HUFSTETLER
IN SUPPORT OF OBJECTION OF GS FAJARDO
SOLAR LLC TO OMNIBUS MOTION OF PUERTO
RICO ELECTRIC POWER AUTHORITY FOR ENTRY OF AN
ORDER (A) AUTHORIZING PREPA TO REJECT CERTAIN POWER
PURCHASE AND OPERATING AGREEMENTS, AND (B) GRANTING
RELATED RELIEF, AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

¹ The Debtors in these Title III Cases, along with each Debtor's respective Title III case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority ("PBA") (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801 (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

I, Leslie Hufstetler, hereby declare under penalty of perjury:

1. I am the Chief Executive Officer of GS Fajardo Solar LLC (“**GSF**”) as well as the Vice President of Development and Representative Director for Sonnedix’s (as defined below) Puerto Rico operations. GSF is a subsidiary of Sonnedix Power Holdings Limited, which, together with its subsidiaries (collectively, “**Sonnedix**”), is an independent power producer that designs, finances, builds, and operates solar plants around the world.

2. I joined Sonnedix in December 2011 and have been in my current role since that time. My primary duties include overseeing the management and administration of solar power plant development and operating projects in Puerto Rico. During my time at Sonnedix, I have been involved with the development, construction, and operation of, among others, the Oriana Energy, Horizon Energy, YFN Yabucoa, and Fajardo solar projects.

3. Prior to my employment with Sonnedix, I was the chief executive officer of Horizon Energy Inc., a project company associated with the Horizon Energy solar plant that was acquired by Sonnedix in 2011. I have been a member of the renewable solar energy industry since June 2010. Before entering the renewable solar energy industry, I held various roles in mass communications, marketing, and advertising. I obtained a B.A. in business administration from the University of Puerto Rico in 1988.

4. I submit this declaration (this “**Declaration**”) in support of the *Objection of GS Fajardo Solar LLC to Omnibus Motion of Puerto Rico Electric Power Authority for Entry of an Order (A) Authorizing PREPA to Reject Certain Power Purchase and Operating Agreements, and (B) Granting Related Relief, and Memorandum of Law in Support Thereof* (the “**GSF Objection**”), filed contemporaneously herewith.

5. The statements in this Declaration are based upon my personal knowledge, information obtained from members of Sonnedix's management team and advisors and others involved in the various solar and renewable energy projects in Puerto Rico, my review of the relevant documents and information concerning the Fajardo Project, or my opinions based upon my experience and knowledge, including numerous in-person and telephonic conversations I have had with PREPA and/or its advisors. If called as a witness, I would testify competently to the statements set forth in this Declaration.

Sonnedix

6. As of July 2020, Sonnedix owns and operates more than 280 solar power plants in eight different countries, which collectively produce approximately 1.078 gigawatts of power. Sonnedix developed, owns and operates the Horizon Energy solar power plant in Salinas, Puerto Rico—a 15.7MW facility that is the first of its kind in Puerto Rico. Sonnedix also developed, owns and operates the Oriana Energy in Isabela, Puerto Rico—a 57.6MW facility that is the largest of its kind in Puerto Rico. In total, Sonnedix invested approximately \$45 million in bringing the Horizon Energy plant into commercial operation and \$150 million on the Oriana Energy plant. On account of these projects, Sonnedix is the largest owner-operator of solar power plants in Puerto Rico and is the largest solar energy provider to PREPA. Construction of Sonnedix's Horizon Energy and Oriana Energy projects created, respectively, more than 300 and 1,100 direct jobs in Salinas and Isabela, Puerto Rico.

7. In developing, constructing and bringing into commercial operation both the Horizon Energy and Oriana Energy plants, Sonnedix has successfully worked with PREPA and other relevant agencies and authorities in Puerto Rico, and has met or surpassed their technical, legal, and commercial requirements. For example, Sonnedix has successfully complied with

PREPA's grid-stabilizing minimum technical requirements for renewable energy, and managed land mitigation, permitting process and construction requirements specific to Puerto Rico -- all on a timely basis. In short, Sonnedix has invested heavily and has extensive experience developing solar power in Puerto Rico, as well as a proven track record of commercial and technical success with PREPA.

The Fajardo PPOA

8. On December 26, 2012, GG Alternative Corporation ("**GG**") and PREPA executed a Renewable Power Purchase and Operating Agreement, Contract No. 2013-P00077 (the "**Fajardo PPOA**") to develop a 20MW photovoltaic solar energy system in Fajardo, Puerto Rico to serve PREPA's electric system (the "**Fajardo Project**"). Under the Fajardo PPOA, GG agreed to develop the Fajardo Project and, in return, PREPA contractually agreed to purchase electricity from GG at a predetermined price. The Fajardo PPOA provides for an initial 20-year term as well as two optional five-year renewal periods.

9. From 2011 to 2013, Sonnedix executed a series of additional solar power purchase and operating agreements with PREPA for the development of the Oriana Energy, Horizon Energy, and YFN Yabucoa solar projects (together with the Fajardo PPOA, collectively the "**Sonnedix PPOAs**").

10. On February 21, 2013, GG notified PREPA that it had assigned its rights and obligations under the Fajardo PPOA to GSF. On July 12, 2013, PREPA recognized the assignment of the Fajardo PPOA to GSF.

PREPA Repeatedly Rebuffs GSF to Avoid Renegotiating the Fajardo PPOA

11. Based upon my review of the *Omnibus Motion of Puerto Rico Electric Power Authority for Entry of an Order (A) Authorizing PREPA to Reject Certain Power Purchase and*

Operating Agreements, and (B) Granting Related Relief [Docket No. 2050] (the “**Rejection Motion**”), I understand that PREPA entered into approximately 60 power purchase and operating agreements from 2011 to 2013 (the “**PPOAs**”). By the second half of 2013, however, PREPA had begun attempting to renegotiate the PPOAs on terms more favorable to PREPA. Although Sonnedix, including GSF, would have preferred not to renegotiate the terms of the Sonnedix PPOAs for which the applicable parties had bargained, Sonnedix generally, and GSF specifically, was, and continues to be, willing to engage in good faith discussions with PREPA to renegotiate certain of the Sonnedix PPOAs’ terms to ensure the financial viability and success of the projects and maintain Sonnedix's significant investment in Puerto Rico.

12. In November 2013, PREPA invited counterparties of 18 PPOAs to participate in a dialogue to renegotiate the terms of the agreements. Of the counterparties to the four Sonnedix PPOAs, all but GSF, in its capacity as counterparty to the Fajardo PPOA, were invited to participate. PREPA never advised Sonnedix or GSF why it was not seeking to renegotiate the terms of the Fajardo PPOA. Upon inquiry why GSF was not invited to participate, PREPA advised Sonnedix that only counterparties to PPOAs governing solar projects that were advanced in the permitting process were invited to participate in the discussion.

13. I found this response, which was never provided in writing, to be curious, as I was aware at the time that the Sonnedix entity party to the YFN Yabucoa solar project (the “**Yabucoa Project**”) was invited to participate in the discussion despite the fact that, at the time, the Yabucoa Project was in the same stage of the permitting process as the Fajardo Project; in fact, the two projects were being developed in parallel. When my colleagues and I pointed out this

plainly apparent disparity in treatment, PREPA verbally responded, “Don’t complain, we invited three of your projects.”

14. On December 30, 2013, PREPA and the counterparties to the other Sonnedix PPOAs, excluding the Fajardo PPOA, reached an agreement to amend the terms of the relevant agreements. After several follow-up communications, PREPA representatives stated that the Fajardo PPOA was not a candidate for renegotiation. Notwithstanding, PREPA did not seek in this time frame to terminate the Fajardo PPOA by its terms, and no basis for termination existed.

**PREPA’s Efforts to Undermine
GSF’s Ability to Obtain Permits for the Fajardo Project**

15. Despite PREPA’s obvious efforts to avoid renegotiating the terms of the Fajardo PPOA, GSF, in accordance with its contractual duties and determined to make a success of the Fajardo Project, has continued to comply with its obligations under the Fajardo PPOA since 2014. Specifically, as required by the agreement, GSF has continued to furnish monthly operating reports to PREPA and, in 2014, submitted robust technical information about the Fajardo substation as well as a mathematical model relating to the technical operation of the plant. Despite GSF’s need and request for PREPA’s response and input with respect to the monthly reports and this technical information, PREPA never provided a meaningful response throughout 2014. As a result, it became clear to me that PREPA was not interested in advancing the PREPA Project.

16. Based on information available to Sonnedix, it appears that PREPA advised government permitting agencies to discontinue evaluation of certain solar projects that were not on their renegotiated PPOA list, essentially paralyzing all efforts to advance the projects through the permitting process. What is clear is that, notwithstanding its valid and binding contractual

obligations under the Fajardo PPOA, PREPA never provided the applicable permitting agencies with its endorsement to issue the necessary permits.

17. As a result of PREPA's failure in bad faith to perform its obligations under the PPOA in direct violation thereof, GSF was unable to obtain the land use or building permits necessary to commence construction on the Fajardo Project or to achieve the commercial operation date as required by the Fajardo PPOA. By late summer 2015, the Puerto Rico Management Permits Office had informed GSF that it would no longer evaluate solar projects for permitting that were not on PREPA's list of renegotiated PPOAs. Consequently, development activities on the Fajardo Project were forced to cease.

18. Even after it was forced to cease these development activities, GSF has continued to perform the obligations possible under the Fajardo PPOA. These include, but are not limited to, continuing to submit required monthly reports and making land payments. To date, in addition to the \$200 million invested in its other solar projects in Puerto Rico since 2010, Sonnedix has invested approximately \$3.5 million in the Fajardo Project.

**PREPA Initiates Further Discussions to Renegotiate
the PPOAs, But Once Again Declines to Renegotiate the Fajardo PPOA**

19. In July 2018, PREPA invited Sonnedix to participate in another round of renegotiations on the terms of certain Sonnedix PPOAs. As was the case in 2013, however, PREPA advised GSF that the Fajardo PPOA was not to be included in the renegotiations. When PREPA and its consultants met with Sonnedix in February 2019 to discuss the terms of the Yabucoa PPOA, Sonnedix requested that the Fajardo Project be part of the renegotiations. This request was made on the basis that the Fajardo Project would contribute to an increase in PREPA's renewable

generation mix and provide Sonnedix with economies of scale in the construction and operation of the other solar plants that are the subject of the Sonnedix PPOAs,

20. At that time, PREPA and its consultants agreed to include the Fajardo PPOA in the renegotiation discussions. In June 2019, Sonnedix submitted a joint proposal regarding new terms for both the Fajardo PPOA and the Yabucoa PPOA that complied with the parameters established by PREPA and the Puerto Rico Fiscal Management and Oversight Board (the “*FOMB*”). Soon after Sonnedix submitted its joint proposal, PREPA acknowledged its intent to present both the Fajardo Project and the Yabucoa Project to the FOMB. Despite that acknowledgment, I later came to realize that PREPA ultimately abandoned this course of action and, to my knowledge, never submitted a term sheet to the FOMB for the Fajardo Project despite sending a term sheet for the Yabucoa Project. At the time, PREPA never advised Sonnedix, in writing or otherwise, that it was not actually going to pursue advancement of the Fajardo Project.

21. In October 2019, PREPA sent a letter to Sonnedix and other solar developers stating that it was suspending all shovel-ready projects—which would have included the Fajardo Project had PREPA not undermined GSF’s ability to obtain the permits necessary to commence construction—in order to conduct a third-party review of market pricing.

22. In February 2020, notwithstanding PREPA’s October 2019 letter and still under the impression that the Fajardo PPOA was a viable candidate for renegotiation based upon PREPA’s statements in June 2019, certain of my Sonnedix colleagues and I attended a meeting with PREPA, its counsel King & Spalding LLP (“*K&S*”) and advisors Filsinger Energy Group, to discuss the renegotiated terms of the Sonnedix PPOAs as well as the market study referenced above. During the meeting, K&S verbally informed Sonnedix, without explanation or elaboration, that the Fajardo Project was no longer being considered for renegotiation despite PREPA’s contrary

statements in June 2019. Although Sonnedix requested that PREPA and/or its counsel confirm in writing PREPA's change of heart, Sonnedix never received any response.

PREPA Wrongfully Seeks to Terminate the Fajardo PPOA

23. On April 23, 2020, PREPA sought to notify GG that it was electing to terminate the Fajardo PPOA based upon alleged delays in performance and failure to achieve the commercial operation date as set forth in the Fajardo PPOA. Notwithstanding its knowledge and recognition that GG had assigned its rights and obligations under the Fajardo PPOA to GSF back in 2013, and its extensive communications and dealings with GSF in the intervening years, PREPA failed properly to notify GSF of this purported termination.

24. On May 14, 2020, despite not having received proper notice of the purported termination, GSF sent a response to PREPA's termination letter explaining that any alleged delays in development and construction of the Fajardo Project were not caused by GSF. Rather, those delays were the natural consequence of PREPA's acts and omissions which were calculated and intended to undermine and frustrate GSF's ability to obtain necessary permits. The response further clarified that, as reflected in the monthly progress reports dutifully provided to PREPA throughout the life of the Fajardo Project, GSF had diligently and continuously pursued development of the Fajardo Project, while PREPA had breached its duty to cooperate in good faith to enable GSF to obtain all necessary permits, endorsements, and approvals for the construction of the Fajardo Project. As a result, PREPA had no valid right to terminate the Fajardo PPOA. To date, PREPA has not formally replied to GSF's response to PREPA's termination letter.

**Sonnedix Refrains from Taking Action Against PREPA Regarding
the Fajardo PPOA for Fear of Jeopardizing the Success of Other Sonnedix PPOAs**

25. On the basis of the foregoing facts and circumstances, and others reasonably known or discoverable to me, I believe that PREPA's bad faith acts and omissions are the primary reason

for alleged delays in the performance of the Fajardo Project and the failure to achieve the commercial operation date as set forth in the Fajardo PPOA. I further believe that PREPA's continued efforts to interfere in and undermine the permitting process were taken in bad faith and caused progress on the Fajardo Project to stall, despite Sonnedix's best efforts to ensure the success of the Fajardo Project in accordance with the Fajardo PPOA.

26. I further believe that but for PREPA's concerted, bad faith refusal to make any genuine attempt to engage Sonnedix in meaningful discussions as described above, the terms of the Fajardo PPOA could have been renegotiated to market so as to avoid the unnecessary financial burden on the ratepayers of Puerto Rico that PREPA claims in the Rejection Motion it seeks to avert. Finally, I believe that PREPA's failure at every turn to put its true intentions in writing, including its unwillingness to renegotiate the Fajardo PPOA and its efforts to undermine the Fajardo Project's permitting process, provides further evidence of PREPA's bad faith.

27. Nevertheless, despite PREPA's bad faith acts and omissions, many of which I believe would have provided ample cause for GSF to terminate the Fajardo PPOA, GSF has remained committed to the Fajardo Project in order to avoid jeopardizing the success of the solar projects covered by the other Sonnedix PPOAs as well as any future project(s) to which PREPA and Sonnedix may be a party. As PREPA is the sole electric power provider in Puerto Rico, the abuse of its monopoly power could threaten Sonnedix's ability to develop solar projects there in the future. As a result, until this opportunity to respond formally to the Rejection Motion, Sonnedix's practical ability to address PREPA's repeated and ongoing bad faith acts and omissions has been limited.

**Rejection of the Fajardo PPOA, Along with
the Other Rejected PPOAs, Would Violate and Undermine
PREPA's Ability to Comply with the Clean Energy Mandates
Set Forth in the Puerto Rico Electric Power Policy Act and the PREPA Fiscal Plan**

28. I understand that PREPA is seeking to reject 27 PPOAs (the “*Rejected PPOAs*”). Attached hereto as **Exhibit A** is a list of all the renewable PPOAs executed with PREPA, with a total generating capacity of 1,602.6 MW. Attached hereto as **Exhibit B** is a list of all the Rejected PPOAs, with a total capacity of 779.5 MW or 49% of the total contracted capacity set forth in Exhibit A. I calculated the information in Exhibits A and B based on publicly available information and information available to me.

29. As a result, I believe that if the Rejection Motion is granted in its entirety, rejection of the Rejected PPOAs would fatally undermine PREPA’s ability to comply with the renewable energy mandates of the Puerto Rico Energy Public Policy Act of May 2019 (the “*Policy Act*”) and the Fiscal Plan signed into law April 2019 (the “*Fiscal Plan*”).

30. In my opinion, if PREPA genuinely intended to develop renewable energy infrastructure in Puerto Rico as set forth in the Policy Act and the Fiscal Plan, it would have sought to renegotiate, rather than terminate, the Fajardo PPOA because the long lead time associated with developing a solar project (the Fajardo PPOA lasts 20 years with two five-year renewal options) would make it difficult, if not impossible, to develop a similar project on a timeline that would deliver cost-effective power to the people of Puerto Rico in accordance with the time requirements set forth in the Policy Act and the Fiscal Plan.

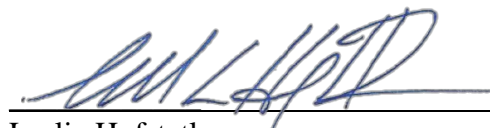
31. Finally, the bad faith that PREPA has repeatedly demonstrated in respect of the Fajardo Project over the past several years is particularly curious in light of the substantial investment of over \$200 million that Sonnedix has made in the development of renewable energy facilities in Puerto Rico. If successful in its effort to cast aside the Rejected PPOAs and leave GSF

and other developers with unrecoverable sunk costs totaling untold millions of dollars over as much as a decade or more, I believe that PREPA may find it increasingly difficult to attract future investment on the scale necessary to meet the renewable energy mandates and revitalize the system.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my information, knowledge, and belief.

Dated: July 28, 2020



Leslie Hufstetler
Chief Executive Officer
GS Fajardo Solar LLC

Exhibit A

The Generating Capacity of the PPOAs

PPOA Register

Contract #	Company name	Effective date	Technology	Capacity (MWac)	Status
2010-P00050	AES Ilumina		Solar	20	Operation
2012-P00089	Aspenall Energy		Wind	10	Unknown
2012-P00037	Blue Beetle III, LLC	31-Oct-11	Solar	20	Negotiation
2013-P00069	Cabo Solar Farm, LLC	17-Dec-12	Solar	20	Rejection Reqstd
2013-P00004	Caracol Solar, LLC	20-Jul-12	Solar	20	Unknown
2013-P00067	Carolina Solar Farm, LLC	21-Dec-12	Solar	20	Rejection Reqstd
2011-P00043	CIRO ONE SALINAS, LLC	25-Oct-10	Solar	57	Negotiation
2011-P00050	Coqui Power, LLC (San Fermín)	16-Nov-10	Solar	20	Operation
2013-P00070	Desarrolladores del Norte Inc. DBA Atenas Solar Farm	28-Dec-12	Solar	20	Negotiation
2010-AI0018	Energy Answers Arecibo, LLC	4-Dec-09	WTE	79	Rejection Reqstd
2013-P00046	Fajardo Landfill Tech (Landfill Gas Technologies of Fajardo)		Landfill Gas	2.4	Operation
2012-P00031	Fonroche Energy Humacao, LLC	24-Oct-11	Solar	40	Pre-Operation
2013-P00071	GG Alternative Energy, Corp.	28-Dec-12	Wind	10	Rejection Reqstd
2013-P00077	GG Alternative Energy, Corp. (GS Fajardo)	26-Dec-12	Solar	20	Rejection Reqstd
2010-AI0001	Go Green (Punta Lima)		Wind	26	Operation
2013-P00042	Grupotec USA, Inc. (Xzerta-Tec)	19-Sep-12	Solar	20	Negotiation
2011-P00042	Guayama Solar Energy, LLC	22-Oct-10	Solar	17.8	Negotiation
2013-P00074	Hatillo Solar, LLC (Pattern)	13-Dec-12	Solar	30	Rejection Reqstd
2011-P00034	Horizon Energy, Inc.	15-Oct-10	Solar	10	Operation
2013-P00057	HSEA PR Isla Solar I, LLC	13-Dec-12	Solar	40	Rejection Reqstd
2012-P00060	Interamerican Energy Sources, LLC	30-Dec-11	?	60	Rejection Reqstd
2012-P00053	Irradia Energy Puerto Rico, LLC	8-Dec-11	Solar	33.5	Negotiation
2012-P00140	Jonas Solar Energy, LLC	9-May-12	Solar	40	Rejection Reqstd
2012-P00138	Juncos Solar Energy, LLC	15-May-12	Solar	20	Rejection Reqstd
2013-P00046	Lajas Solar Project, LLC (Fonroche)	10-Oct-12	Solar	10	Rejection Reqstd
2012-P00142	M Solar Generating, LLC	9-May-12	Solar	50	Unknown
2013-P00003	Moca Solar, LLC	20-Jul-12	Solar	20	Rejection Reqstd
2013-P00041	North Coast Solar, LLC	28-Aug-12	Solar	20	Rejection Reqstd
2012-P00141	NRG Solar Caribe, LLC	9-May-12	Solar		Unknown
2013-P00068	NRG Solar Isabela, LLC	21-Dec-12	Solar	52	Rejection Reqstd
2011-P00048	Oriana Energy LLC (succ. of Yarotek, LLC)	16-Nov-10	Solar	45	Operation
2010-P00047	Pattern (Pattern Santa Isabel)		Wind	75	Operation
2013-P00076	REA Energy Ceiba Solar Plant, LLC	28-Dec-12	Solar	20	Rejection Reqstd
2013-P00075	REA Energy Hatillo Solar Plant, LLC	28-Dec-12	Solar	20	Unknown
2013-P00051	REA Energy Luquillo Solar Plant, LLC	10-Oct-12	Solar	20	Rejection Reqstd
2012-P00045	Renewable Energy Authority, LLC (Vega Serena)	21-Nov-11	Solar	20	Negotiation
2012-P00009	Renewable Power Group, Inc	1-Aug-11	Landfill Gas	1.5	Rejection Reqstd
2012-P00010	Renewable Power Group, Inc	1-Aug-11	Landfill Gas	2	Rejection Reqstd
2012-P00061	Resun (Barceloneta), LLC	16-Dec-11	Solar	20	Negotiation
2012-P00062	Resun (Fajardo), LLC	16-Dec-11	Solar	20	Rejection Reqstd
2013-P00072	Sierra Solar Farm, LLC	18-Dec-12	Solar	20	Unknown
2012-P00146	Solaner PR One, LLC	13-Jun-12	Solar	25	Negotiation
2013-P00045	Solar Project Ponce, LLC (Fonroche)	10-Oct-12	Solar	30	Rejection Reqstd
2013-P00048	Solar Project San Juan, LLC (Fonroche Humacao Solar)	10-Oct-12	Solar	15	Unknown
2013-P00052	SolarBlue Bemoga, LLC	10-Oct-12	Solar	20	Negotiation
2013-P00047	South Solar Two Project, LLC (Fonroche)	10-Oct-12	Solar	30	Rejection Reqstd
2010-AI0031	Sunbeam		WTE	10	Unknown
2013-P00073	Toa Baja Landfill Tech (Landfill Gas Technologies of Fajardo)		Landfill Gas	2.4	Pre-Operation
2012-P00028	Tradewinds Energy LLC	19-Oct-11	Wind	50	Rejection Reqstd
2012-P00030	Tradewinds Energy LLC	19-Oct-11	Wind	75	Rejection Reqstd
2012-P00041	Tropical Solar Farm, LLC	3-Nov-11	Solar		Rejection Reqstd
2013-P00139	Vega Baja Solar Energy LLC	15-May-12	Solar	20	Rejection Reqstd
2013-P00050	Vega Baja Solar Project, LLC (Fonroche)	10-Oct-12	Solar	15	Unknown
2011-P00101	Wind to Energy Systems, LLC	30-Mar-11	Wind	20	Rejection Reqstd
2008-AI0066C	Windmar (Punta Ventana)		Wind	18.4	Unknown
2012-P00049	Windmar (Punta Verraco)		Wind	34.5	Unknown
2012-P00052	Windmar Renewable Energy, Inc.	8-Dec-11	Solar	10	Pre-Operation
2012-P00080	Windmar Renewable Energy, Inc.	23-Feb-12	Solar	20	Negotiation
2012-P00015	Windmar Renewable Energy, Inc.	7-Sep-11		20	Unknown
2010-P00052	Windmar Renewable Energy, Inc. (Cantera Martino)		Solar	2.1	Operation
2012-P00079	Windmar Renewable Energy, Inc.(Dorado-Toa Baja)	23-Feb-12	Solar	20	Unknown
2012-P00095	Windmar Renewable Energy, Inc.(Dorado-Toa Baja)		Wind	44	Unknown
2011-P00090	Yabucoa Solar LLC (Succr. of Western Wind PR, Corp)	25-Feb-11	Solar	30	Rejection Reqstd
2013-P00049	YFN Yabucoa Solar, LLC	17-Oct-12	Solar	20	Negotiation
Total		64		1602.6	

Exhibit B

The Generating Capacity of the Rejected PPOAs

Contract #	Company name	Effective date	Technology	Capacity (MWac)	Status
2010-AI0018	Energy Answers Arecibo, LLC	4-Dec-09	WTE	79	Rejection Reqstd
2011-P00090	Yabucoa Solar LLC (Succr. of Western Wind PR, Corp)	25-Feb-11	Solar	30	Rejection Reqstd
2011-P00101	Wind to Energy Systems, LLC	30-Mar-11	Wind	20	Rejection Reqstd
2012-P00009	Renewable Power Group, Inc	1-Aug-11	Landfill Gas	1.5	Rejection Reqstd
2012-P00010	Renewable Power Group, Inc	1-Aug-11	Landfill Gas	2	Rejection Reqstd
2012-P00028	Tradewinds Energy LLC	19-Oct-11	Wind	50	Rejection Reqstd
2012-P00030	Tradewinds Energy LLC	19-Oct-11	Wind	75	Rejection Reqstd
2012-P00041	Tropical Solar Farm, LLC	3-Nov-11	Solar	20*	Rejection Reqstd * Estimated Capacity
2012-P00060	Interamerican Energy Sources, LLC	30-Dec-11	Solar	60	Rejection Reqstd
2012-P00062	Resun (Fajardo), LLC	16-Dec-11	Solar	20	Rejection Reqstd
2012-P00138	Juncos Solar Energy, LLC	15-May-12	Solar	20	Rejection Reqstd
2012-P00140	Jonas Solar Energy, LLC	9-May-12	Solar	40	Rejection Reqstd
2013-P00003	Moca Solar, LLC	20-Jul-12	Solar	20	Rejection Reqstd
2013-P00041	North Coast Solar, LLC	28-Aug-12	Solar	20	Rejection Reqstd
2013-P00045	Solar Project Ponce, LLC (Fonroche)	10-Oct-12	Solar	30	Rejection Reqstd
2013-P00046	Lajas Solar Project, LLC (Fonroche)	10-Oct-12	Solar	10	Rejection Reqstd
2013-P00047	South Solar Two Project, LLC (Fonroche)	10-Oct-12	Solar	30	Rejection Reqstd
2013-P00051	REA Energy Luquillo Solar Plant, LLC	10-Oct-12	Solar	20	Rejection Reqstd
2013-P00057	HSEA PR Isla Solar I, LLC	13-Dec-12	Solar	40	Rejection Reqstd
2013-P00067	Carolina Solar Farm, LLC	21-Dec-12	Solar	20	Rejection Reqstd
2013-P00068	NRG Solar Isabela, LLC	21-Dec-12	Solar	52	Rejection Reqstd
2013-P00069	Cabo Solar Farm, LLC	17-Dec-12	Solar	20	Rejection Reqstd
2013-P00071	GG Alternative Energy, Corp.	28-Dec-12	Wind	10	Rejection Reqstd
2013-P00074	Hatillo Solar, LLC (Pattern)	13-Dec-12	Solar	30	Rejection Reqstd
2013-P00076	REA Energy Ceiba Solar Plant, LLC	28-Dec-12	Solar	20	Rejection Reqstd
2013-P00077	GG Alternative Energy, Corp. (GS Fajardo)	26-Dec-12	Solar	20	Rejection Reqstd
2013-P00139	Vega Baja Solar Energy LLC	15-May-12	Solar	20	Rejection Reqstd
Total		27		779.5	