

**FOURTH AMENDMENT TO THE JUNE 25, 2007 POWER PURCHASE AND  
SALE AGREEMENT BETWEEN CALRENEW-1 LLC AND PACIFIC GAS AND  
ELECTRIC COMPANY**

THIS FOURTH AMENDMENT ("Fourth Amendment") is entered into by and between CalRENEW-1 LLC ("Seller") and Pacific Gas and Electric Company ("Buyer"). Seller and Buyer are sometimes referred to herein individually as "Party" and collectively as "Parties."

**RECITALS**

**A.** Seller and Buyer are parties to that certain Power Purchase and Sale Agreement, dated June 25, 2007, as amended ("Purchase Agreement").

**B.** After negotiation and agreement, Buyer and Seller now desire to amend the Purchase Agreement as set forth below.

In consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Purchase Agreement as follows:

1. **Rules of Construction.** Capitalized terms used herein and not otherwise defined shall be used as defined in the Purchase Agreement.

2. **Amendments to Purchase Agreement.**

a. Section 3.1(h) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(h) Buyer's Right of First Refusal Regarding Any New Project. The Parties intend to enable the advancement and commercialization of next generation photovoltaic technology, such as high concentration, low concentration, and thin film, through the development of this Project and expect that further development of such technology may lead to future cost and price reductions. The Parties intend to provide Buyer's customers with the ability to capture such future benefits through the right of first refusal set forth in this Section 3.1(h).

(i) If Seller (A) executes a power purchase agreement to sell power to a third party (each a "Third Party PPA") from a new photovoltaic solar- powered generation facility with a nameplate capacity equal to or greater than one (1) MW (each a "New Project") that (1) achieves or is scheduled to achieve commercial operation within ten (10) years from the Execution Date and (2) such New Project delivers or will deliver Energy within Buyer's electric and/or gas service territory,

then no later than two (2) Business Days following the date of Seller's execution of the Third Party PPA, Seller shall offer the same terms and conditions of that Third Party PPA to Buyer at the same site for the Third Party PPA or at a comparable site that is mutually agreeable to Seller and Buyer ("Seller's Offer").

(ii) Buyer shall have the right, but not the obligation, to accept Seller's Offer by giving Notice to Seller within twenty (20) Business Days of receipt of Seller's Offer ("Buyer's Notice"). If Buyer provides Buyer's Notice within such time period, then Seller and Buyer shall execute a power purchase agreement based on Seller's Offer within ninety (90) days from the date of Buyer's Notice and Seller shall, at its option, either (1) double the size of the New Project to effect and comply with the power purchase agreement with Buyer and the Third Party PPA, or (2) construct a substantially similar New Project at a mutually agreeable comparable site.

(iii) If Buyer does not provide Buyer's Notice within twenty (20) Business Days of receipt of Seller's Offer, then Buyer shall have no further rights to enter into a power purchase agreement based on Seller's Offer; provided that, in the event any material change or modification is made to the Third Party PPA after Buyer receives Seller's Offer, Seller again shall comply with the requirements of this Section 3.1(h) with respect to the modified Third Party PPA.

(iv) If Buyer is conducting a request for proposal process under the California Renewables Portfolio Standard Program ("Buyer's RPS Solicitation") at the time Seller is obligated to make an offer to Buyer for a New Project under subsection (i) above, and if participation in Buyer's RPS Solicitation is required in order for the Seller to be eligible for PGC Funds in connection with the New Project due to the price being higher than the applicable MPR, Seller shall satisfy its obligations under subsection (i) above by submitting Seller's Offer through Buyer's RPS Solicitation. In such case, Buyer's right to accept or reject Seller's Offer, including the time period in which to accept Seller's Offer, shall be governed by the schedule in Buyer's RPS Solicitation, but in any event, Buyer will respond no later than ninety (90) days after receiving Seller's Offer.

(v) Notwithstanding the requirements set forth in Section 10.7 below, Seller may disclose the requirements of this Section 3.1(h) to potential third party purchasers.

b. Section 10.6 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers as collateral for any financing or refinancing of the Project; provided, however, that upon the acquisition by the financing provider(s), through foreclosure or otherwise, of the Project the financing provider(s) shall assume the payment and performance obligations provided under this Agreement and agree to be bound by the terms and conditions of this Agreement. ”

3. **No Other Modifications.** Except as otherwise expressly modified hereby, the Purchase Agreement remains in full force and effect. If there is a conflict between the terms of the Purchase Agreement and those of this Fourth Amendment, this Fourth Amendment shall control.

4. **Miscellaneous.**

a. **Governing Law.** This Fourth Amendment shall be governed by Section 10.12 of the Purchase Agreement. The Parties agree to comply with Article Twelve of the Purchase Agreement with respect to any dispute relating to this Fourth Amendment.

b. **Headings.** Headings in this Fourth Amendment are included herein for convenience of reference only and shall not constitute a part of this Fourth Amendment for any other purpose.

c. **Counterparts.** This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature provided via facsimile shall have the same legal effect as an original.


d. **Any Amendments or Modifications.** This Fourth Amendment may only be amended or otherwise modified in writing signed by each of the Parties.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized representatives, effective as of the latest date set forth in the signature block below. By signing this Fourth Amendment, the representatives of the Parties warrant that they have the requisite authority to bind their respective principals.

PACIFIC GAS AND ELECTRIC  
COMPANY

CALRENEW-1 LLC

  
By: ROY KUGA

Title: VICE PRESIDENT-ENERGY  
SUPPLY-Y

Date: 7-31-2009

  
By: BILL BARNES

Title: PRESIDENT

Date: 7-28-2009