

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

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between CALRENEW-1 LLC ("CalRENEW-1") and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"). PG&E and CalRENEW-1 are sometimes referred to herein individually as "Party" and collectively as "Parties". All capitalized terms not defined herein shall have the meaning set forth in the PPA, as defined below.

**RECITALS**

Whereas, CalRENEW-1 and PG&E are parties to that certain Power Purchase and Sale Agreement, dated June 25, 2007 ("PPA").

Whereas, CalRENEW-1 and PG&E desire to amend the PPA to change the Project's Site to the location described in Appendix IV attached to this First Amendment ("New Site") because CalRENEW-1 recently secured a lease option for the New Site and, based on CalRENEW-1's feasibility analysis, the New Site offers interconnection efficiencies.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, PG&E and CalRENEW-1 agree to amend the PPA as follows:

**1. Amendment to the PPA**

Appendix IV attached to the PPA, entitled "Project Description Including Description of Site", sets forth the description of the Site for the Project (the "PPA Appendix IV"). The PPA Appendix IV shall be replaced in its entirety with the Appendix IV attached to this First Amendment. Except for the location of the Site, no other provisions of the PPA Appendix IV have been modified or changed in Appendix IV attached to this First Amendment.

**2. CPUC Approval**

This First Amendment shall become effective upon satisfaction of the following conditions precedent:

- (a) CPUC Approval; and
- (b) PG&E's receipt of a final and non-appealable CPUC order that finds that PG&E's entry into the PPA as amended by this First Amendment is reasonable and that payments to be made by PG&E under the PPA as amended by this First Amendment are recoverable in rates.

If both of the above-listed conditions precedents are not satisfied or waived in writing by both Parties on or before one hundred eighty (180) days from the date on which Buyer filed the PPA for CPUC Approval, then either Party may terminate this First Amendment effective upon receipt of written notice by the other Party.

**3. No Other Modifications**

Except as otherwise expressly modified hereby, the PPA remains in full force and effect. If there is a conflict between the terms of the PPA and those of this First Amendment, this First Amendment shall control.

**4. Miscellaneous**

(a) **Governing Law.** This First Amendment shall be governed by and construed under the laws of the State of California without regard to its conflicts of law principles. The Parties agree to comply with Article Twelve of the PPA with respect to any dispute relating to this First Amendment.

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

(c) **Counterparts.** This First 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.

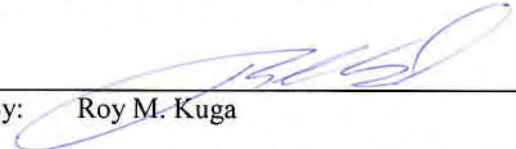
(d) **Any Amendments or Modifications.** This First Amendment may only be amended or otherwise modified in writing signed by each of the Parties.


**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed by their duly authorized representatives, effective as of this 21 day of September, 2007. By signing this First 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**

*CRW*

  
By: Roy M. Kuga

  
By: Bill Barnes

Title: Vice President, Energy Supply

Title: CEO

Date: *9/21/07*

Date: September 19, 2007

## APPENDIX IV

### PROJECT DESCRIPTION INCLUDING DESCRIPTION OF SITE

#### **Description of Project:**

Facility name: CalRENEW-1

Facility Site name: Cleantech America Solar Farm

Facility physical address: East side of San Luis Drain, north of PG&E Mendota Biomass Substation, Mendota, CA 93640 [Fresno County APN 013-050-62s]

Total number of Units at the facility (committed and not committed to Buyer): One five (5) MW facility

Technology Type: A range of flat panel and different high and low concentration photovoltaic technologies

#### **Description of Interconnection:**

Substation: PG&E Mendota substation

#### **Description of Site:**

The term "Site" as defined in the Agreement means the following parcel description upon which the facility is located:

Real property in the County of Fresno, State of California, described as follows:

Certain real property in, or adjacent to, the City of Mendota, County of Fresno, State of California, commonly referred to as the Southwestern most 112 acres of Fresno County Assessor's Parcel Number (APN) 13-050-62s.

The legal description for parcels 3, 8, 9, 10, and 13, and a map of the Site are attached to this Appendix IV as Exhibit A.

#### **Description of Units:**

The nameplate capacity of the Project is five (5) MW.

The Unit utilized as generation assets as part of the Project is described below:

The majority of the equipment used in CalRENEW-1 will be a mixture of 25+year life and proven performance polycrystalline or thin-film type modules, supplemented by a mixture of low and high concentrator technology, and series of Xantrex or Satcon inverters commonly utilized in the marketplace. The panels will be chosen based on significant marketplace performance history in addition to direct operating field experience by our partner, California Construction Authority ("CCA"). The panels will be put in series with the number of panels

recommended by the inverter manufacturer. Twelve (12) strings of these panels will feed into a combiner box. The combiner boxes will feed into 500 KW inverters, which will output 480 VAC, 3-phase power. Ten (10) inverters will feed into an 8,000 amp, 480 VAC switch-board which will feed into a 5,000 KVA transformer with an output of 34.5 KV, 3 phase power. CCA will advise on the selection and purchase of the major equipment components.

**EXHIBIT A  
TO  
APPENDIX IV**

PARCEL 3:

Lots 1, 3 and 4 and the West half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 29, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof:

Excepting therefrom that portion thereof lying within the lines of the tract of land described in certified copy of Decree of Condemnation recorded April 9, 1948, in Book 2630 Page 326 of Official Records, Document No. 18018;

Also excepting therefrom that portion thereof which is described as follows:

Beginning at a point in said Section 29, which is North 15° 07' 30" East, 4,551.32 feet from the Southwest corner of said Section 29; thence East parallel with the

North line of said Section 29 to the centerline of the Fresno Slough; thence Northerly along said centerline of the Fresno Slough to the North line of said Section 29; thence West along said North line of Section 29 to a point of intersection with the Easterly boundary of that tract of land described in Decree of Condemnation April 9, 1948, in Book 2630 Page 326 of Official Records, Document No. 18018; thence South 21° 30' 30" West to the point of beginning, together with a right of way not to exceed 30 feet in width, South and adjacent to the lands occupied by the Firebaugh Canal Company's Intake Canal and extending from Bass Avenue on the West to the City of Mendota sewer farm on the East;

Also excepting therefrom that portion described in the Declaration of Taking recorded October 17, 1968, in Book 5626 Page 838 of Official Records, Document No. 74385;

Also excepting therefrom that portion described in the Notice of Lis Pendens recorded August 9, 1973, in Book 6199 Page 97 of Official Records, Document No. 73078;

Also except any portion thereof lying within the Fresno Slough, if said slough is determined to be navigable by the State of California;

Also excepting therefrom an undivided one-half of the right, title and interest of the grantors in and to the oil, gas, hydrocarbons and other minerals in and under said land, as granted to Paul Matheson, et ux, by deed recorded June 8, 1969, as Document No. 39158, in Book 5693 Page 721 of Official Records;

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials, and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land, as reserved by deed recorded December 28, 1973, as Document No. 112142, Official Records;

Also excepting therefrom an undivided one-half interest in and to all oil, gas, hydrocarbons and other minerals in and under said land as reserved by Silver Creek Packing Company, a California Corporation, by deed recorded November 1, 1978, as Document No. 121622, in Book 7150 Page 595 of Official Records.

PARCEL 8:

All of Swamp and Overflow Location Survey 1212 in the Northeast quarter of the Southwest quarter of Section 29, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

Excepting therefrom any portion thereof lying within the Fresno Slough, if said slough is determined to be navigable by the State of California;

Also excepting therefrom an undivided one-half of the right, title and interest of the grantors in and to the oil, gas, hydrocarbons and other minerals in and under

said land, as granted to Paul Matheson, et ux, by deed recorded June 6, 1969, as Document No. 39158, in Book 5693 Page 721 of Official Records;

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials, and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land, as reserved by deed recorded December 28, 1973, as Document No. 111142, Official Records;

Also excepting therefrom an undivided one-half interest in and to all oil, gas, hydrocarbons and other minerals in and under said land as reserved by Silver Creek Packing Company, a California Corporation, by deed recorded November 1, 1978, as Document No. 121622, in Book 7150 Page 595 of Official Records.

PARCEL 9:

That portion of Swamp and Overflow Survey 525 in Sections 20 and 29, in Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, lying West of the center line of the main channel of Fresno or Kings River Slough running Easterly; thence Southerly through the South half of the Southwest quarter of Section 20 and through the Northeast quarter of the Northwest quarter, the East half of the East half of the Southeast quarter of the Northwest quarter and through the West half of the Northeast quarter of Section 29 to a point on the South line of said West half of the Northeast quarter of Section 29;

Excepting therefrom that portion thereof lying within the lines of the tract of land described in certified copy of Decree of Condemnation recorded April 9, 1948, in Book 2630 Page 326 of Official Records, Document No. 18018 (Sewer Farm);

Also excepting therefrom that portion thereof which is described as follows:

Beginning at a point in said Section 29, which is North 15° 07' 30" East, 4,551.32 feet from the Southwest corner of said Section 29; thence East parallel with the North line of said Section 29 to the centerline of the Fresno Slough; thence Northerly along said centerline of the Fresno Slough to the North line of said Section 29; thence West along said North line of Section 29 to a point of intersection with the Easterly boundary of that tract of land described in Decree of Condemnation April 9, 1948, in Book 2630 Page 326 of Official Records, Document No. 18018; thence South 21° 30' 30" West to the point of beginning, together with a right of way not to exceed 30 feet in width, South and adjacent to the lands occupied by the Firebaugh Canal Company's Intake Canal and extending from Bass Avenue on the West to the City of Mendota sewer farm on the East;

Also excepting therefrom any portion thereof lying within the Fresno Slough, if said

slough is determined to be navigable by the State of California;

Also excepting therefrom an undivided one-half of the right, title and interest of the grantors in and to the oil, gas, hydrocarbons and other minerals in and under said land, as granted to Paul Matheson, et ux, by deed recorded June 6, 1969, as Document No. 39158, in Book 5693 Page 721 of Official Records;

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials, and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land, as reserved by deed recorded December 28, 1973, as Document No. 111142, Official Records;

Also excepting therefrom an undivided one-half interest in and to all oil, gas, hydrocarbons and other minerals in and under said land as reserved by Silver Creek Packing Company, a California Corporation, by deed recorded November 1, 1978, as Document No. 121622, in Book 7150 Page 595 of Official Records.

PARCEL 10:

All that part of Swamp and Overflow Surveys 359 and 523 in Section 29, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, which borders upon and lies West of Fresno or Kings River Slough;

Excepting therefrom any portion thereof lying within the Fresno Slough, if said slough is determined to be navigable by the State of California;

Also excepting therefrom an undivided one-half of the right, title and interest of the grantors in and to the oil, gas, hydrocarbons and other minerals in and under said land, as granted to Paul Matheson, et ux, by deed recorded June 6, 1969, as Document No. 39158, in Book 5693 Page 721 of Official Records;

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials, and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land, as reserved by deed recorded December 28, 1973, as Document No. 111142, Official Records;

Also excepting therefrom an undivided one-half interest in and to all oil, gas, hydrocarbons and other minerals in and under said land as reserved by Silver Creek

20

13



PARCEL 12:

Lot 2 in Section 29, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

Excepting that portion described in the Notice of Lis Pendens recorded August 9, 1973, in Book 6199 Page 97 of Official Records;

Also excepting therefrom that portion described in the Partial Reconveyance recorded December 31, 1984, as Document No. 84126186, Official Records;

Excepting therefrom any portion thereof lying within the Fresno Slough, if said slough is determined to be navigable by the State of California;

Also excepting therefrom an undivided one-half of the right, title and interest of the grantors in and to the oil, gas, hydrocarbons and other minerals in and under

said land, as granted to Paul Matheson, et ux, by deed recorded June 6, 1969, as Document No. 39158, in Book 5693 Page 721 of Official Records;

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials, and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land, as reserved by deed recorded December 28, 1973, as Document No. 111142, Official Records;

Also excepting therefrom an undivided one-half interest in and to all oil, gas, hydrocarbons and other minerals in and under said land as reserved by Silver Creek Packing Company, a California Corporation, by deed recorded November 1, 1978, as Document No. 121622, in Book 7150 Page 595 of Official Records.



Mendota Wastewater Treatment Facility

CalRENEW-1 1.12 acre parcel

PG&E Mendota Biomass Substation

Mendota

Mendota

Dos Palos Road

North Santa Fe Grade

Garrett Street  
Gonzalez Street  
Locarno Street

1st Street  
2nd Street  
3rd Street  
4th Street  
5th Street  
6th Street  
7th Street  
8th Street  
9th Street

1st Street  
Kate Street  
Lolita Street  
Mama Street

Derrick Avenue  
Sorensen Avenue

County Hwy 99

Pointer: 36°45'52.86" N 120°22'27.06" W Elev: 49 m

Streaming 100%

© 2007 TeleAtlas  
© 2007 Europa Technologies  
Image © 2007 DigitalGlobe

Google™

Eye alt: 4.92 km