

Execution Version

**FIRST AMENDMENT TO THE FEBRUARY 24, 2010
POWER PURCHASE AND SALE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY AND
DESERT SUNLIGHT HOLDINGS, LLC**

This FIRST AMENDMENT ("First Amendment") to the Power Purchase and Sale Agreement dated February 24, 2010 ("Agreement") is made as of the Effective Date (defined below) by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer"), and DESERT SUNLIGHT HOLDINGS, LLC, a Delaware limited liability company ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein and not otherwise defined shall be used as defined in the Agreement.

RECITALS

WHEREAS, Seller and Buyer are Parties to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AMENDMENTS

The Agreement is hereby amended as set forth below. Such amended Agreement shall be effective as of the last dated signature on the signature page hereto ("Effective Date").

A. Amendment to Definition of "Agreement": The following sentence shall be inserted as the last sentence of the defined term "Agreement" in Section 1.5:

"For purposes of Section 10.2(b)(iii), the word "contract" shall have the meaning set forth in this definition."

B. Amendments to Sections 3.1(k) and 10.2(b)(iii):

1. The following sentence shall be inserted into the first paragraph of Section 3.1(k) before the sentence "In addition:"

"Without limiting any other manner in which Seller can comply with Section 10.2(b)(iii), Seller shall be deemed to have satisfied the warranty in Section 10.2(b)(iii) so long as Seller fulfills its obligations under Sections 3.1(k)(i) through (vii) below."

2. Section 10.2(b)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

“(iii) Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.”

C. Miscellaneous.

1. Effect of First Amendment. The Agreement, as modified by this First Amendment, remains in effect in accordance with its terms. If there is any conflict between the Agreement and this First Amendment, this First Amendment shall control.

2. Entire Agreement. This First Amendment along with the Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

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

4. Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this First Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this First Amendment or any part hereof.

5. Counterparts. This First Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A signature provided via facsimile or in a .pdf document sent via e-mail shall have the same effect as an original.

6. Any Amendments or Modifications. The Agreement as modified by this First Amendment may only be amended or modified in writing signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below. This First Amendment shall not become effective as to either Party unless and until executed by both Parties.

DESERT SUNLIGHT HOLDINGS, LLC, a Delaware limited liability company

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Lisa Bodensteiner

Masino Monardi

Name: Lisa Bodensteiner
Title: VP, Business Development
Date: 5/4/10

Name: Masino Monardi
Title: Director
Date: 5 May 2010