

AMENDMENT OF POWER PURCHASE AND SALE AGREEMENT

This AMENDMENT OF POWER PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the July ~~26~~²⁰ 2011 ("Amendment Effective Date"), by and between Pacific Gas and Electric Company ("Buyer") and North Star Solar, LLC ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Power Purchase and Sale Agreement between the Parties dated September 20, ~~2011~~²⁰¹⁰ ("Agreement").

RECITALS

2010
JZ/W

WHEREAS, the Parties have heretofore entered into the Agreement;

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

WHEREAS, capitalized terms defined in the Agreement are used in this Amendment as defined in the Agreement,

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

AGREEMENT

The Agreement is hereby amended, and this Amendment shall be effective as of the Amendment Effective Date, as follows:

A. Amendments to Conditions Precedent: In Section 2.4(b), the term "two hundred forty (240) days" shall be deleted and replaced with "three hundred sixty (360) days".

B. Amendment to Section 3.1(k)(viii): Replace the words "renewable energy credits" with the words "Renewable Energy Credits".

C. Transmission Delay -- Guaranteed Construction Start Date:

1. In Section 3.9(c)(iii)(A)(II), the term "five hundred forty (540) days" shall be deleted and replaced with "seven hundred and twenty (720) days".

2. The last paragraph in Section 3.9(c)(iii)(A) shall be deleted and replaced in its entirety with the following:

Notwithstanding the foregoing, if Seller claims a Force Majeure Construction Extension, Permitting Delay and/or Transmission Delay, such extensions cannot cumulatively exceed five hundred forty (540) days, unless Seller claims the full Transmission Delay then such Permitted Extensions cannot cumulatively exceed seven hundred twenty (720) days, and all Permitted Extensions taken shall be concurrent, rather than cumulative, during any overlapping days; and

D. Amendments to Contract Price:

1. Section 4.1(b) shall be deleted in its entirety.

2. Schedule 4.1 shall be deleted and replaced in its entirety with the attached Schedule 4.1.

E. Amendments to Performance Security Amounts:

1. Section 8.4(iii) shall be deleted and replaced with the following Section 8.4(iii):

(iii) Interim Delivery Term Security pursuant to this Section 8.4(a)(iii) in the amount of Eleven Million Three Hundred Fifty Eight Thousand Six Hundred Thirty Five Dollars (\$11,358,635.00) and in the form of cash, Letter of Credit or Guarantee during the Interim Operation Period and prior to the Final Commercial Operation Date. Seller shall post an amount of Two Million Eight Hundred Thirty Nine Thousand Six Hundred Fifty Nine Dollars (\$2,839,659) prior to the commencement of the Interim Operation Period. During the Interim Operation Period and prior to the Final Commercial Operation Date, Seller shall post a pro rata portion of the Interim Delivery Term Security for each five (5) MW increment of capacity equal to the product of (a) the Interim Delivery Term Security and (b) the quotient obtained by dividing (1) each five (5) MW increment of capacity by (1) sixty (60) MWs. By way of example, the pro rata posting for a five (5) MW increment would be Nine Hundred Forty Six Thousand Five Hundred Fifty Three Dollars (\$946,553.00).

2. The Delivery Term Security amount in Section 8.4(a)(iv) of "Fourteen Million Dollars (\$14,000,000.00)" shall be deleted and replaced with the amount of "Twelve Million Six Hundred Twenty Thousand Seven Hundred Six Dollars (\$12,620,706.00)".

F. Amendments to No Fault Termination Due to Network Upgrade Cost:

1. Section 10.1 shall be deleted and replace in its entirety with the following Section 10.1:

10.1 No Fault Termination for Inability to Secure Financing.

(a) If Seller is not able to obtain construction financing for the Project on terms reasonably acceptable to Seller despite using all commercially reasonable efforts to obtain such financing, then Seller may terminate this Agreement upon written notice to Buyer on or before July 1, 2012. Buyer shall return the unused portion of the Project Development Security to Seller within thirty (30) days following Seller's written notice of such termination.

(b) Right of First Offer.

(i) If Seller exercises the termination right as set forth in 10.1(a), then neither Seller, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Products from the Project with a delivery date starting in 2013 to any third party at a price lower than the Contract Price, unless Seller first offers, in writing, to sell to Buyer such Products from the Project on substantially similar terms and conditions (the "First Offer") and Buyer either accepts or rejects such First Offer in accordance with the provisions herein.

(ii) If Buyer accepts the First Offer, Buyer shall Notify Seller within thirty (30) days of receipt of the First Offer subject to Buyer's management approval and CPUC Approval ("Buyer's Notice"), and then the Parties shall have not more than ninety (90) days from the date of Buyer's Notice to enter into a new power purchase agreement, in substantially the same form as this Agreement, or amend this Agreement, subject to CPUC Approval, if necessary.

(iii) If Buyer rejects or fails to accept Seller's First Offer within thirty (30) days of receipt of such offer, Seller shall thereafter be free to sell or otherwise transfer, and to enter into agreements to sell or otherwise transfer, any Products from the Project to any third party, so long as the material terms and conditions of such sale or transfer are not more favorable to the third party than those of the First Offer to Buyer. If Seller desires to enter into an obligation or agreement with a third party, Seller shall deliver to Buyer a certificate of an authorized officer of Seller (A) summarizing the material terms and conditions of such agreement and (B) certifying that the proposed agreement with the third party will not have a lower Contract Price than that offered in the First Offer to Buyer with substantially similar terms and conditions. If Seller is unable to deliver such a certificate to Buyer, then Seller may not sell or otherwise transfer, or enter into an agreement to sell or otherwise transfer, the Products from the Project without first offering to sell or otherwise transfer such Products to Buyer on such more favorable terms and conditions (the "Revised Offer") in accordance with subpart (ii) above. If within thirty (30) days of receipt of Seller's Revised Offer the Buyer rejects, or fails to accept by Notice to Seller, the Revised Offer, then Seller will thereafter be free to sell or otherwise transfer, and to enter into agreements to sell or otherwise transfer, such Products from the Project to any third party on such terms and conditions as set forth in the certificate.

G. Amendments to Insurance: Section 10.10(e)(iii) shall be deleted in its entirety.

H. Amendment to Section 10.2(b): Replace the words "renewable energy credits" with the words "Renewable Energy Credits".

I. Amendments to Appendix VI (Delivery Term Contract Quantity Schedule): Appendix VI shall be deleted and replaced in its entirety with the attached Appendix VI.

J. Amendments to Appendix VII (Guaranteed Energy Production Schedule): Appendix VII shall be deleted and replaced in its entirety with the attached Appendix VII.

K. Miscellaneous.

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

2. Entire Agreement. This 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 Amendment shall be governed by Section 10.12 of the Agreement. The Parties agree to comply with Article 12 of the Agreement with respect to any dispute relating to this 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 Agreement. Any term and provision of this Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Amendment or any part hereof.

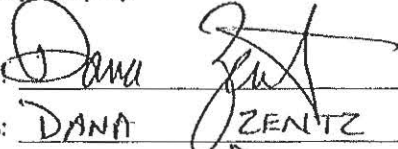
5. Counterparts. This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Amendment. Delivery of an executed counterpart of this Amendment by fax will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Amendment by facsimile will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Amendment.

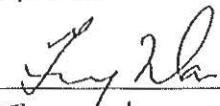
6. Any Amendments or Modifications. This Amendment may only be amended or modified in writing signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below.

NORTH STAR SOLAR, LLC, a Delaware
limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: 
Name: DANA ZENTZ
Title: MANAGING DIRECTOR
Date: 7/26/11

Signature: 
Name: Fong Wan
Title: Senior VP, Energy Procurement
Date: 7/25/11

SCHEDULE 4.1

CONTRACT PRICE

Contract Year	Contract Price (\$/MWh)
1	100.00
2	101.50
3	103.02
4	104.57
5	106.14
6	107.73
7	109.34
8	110.98
9	112.65
10	114.34
11	116.05
12	117.79
13	119.56
14	121.36
15	123.18
16	125.02
17	126.90
18	128.80
19	130.73
20	132.70

APPENDIX VI

DELIVERY TERM CONTRACT QUANTITY SCHEDULE

Contract Year	Contract Quantity (MWh)
1	142,504
2	141,791
3	141,332
4	140,377
5	139,675
6	138,977
7	138,527
8	137,590
9	136,902
10	136,218
11	135,777
12	134,859
13	134,185
14	133,514
15	133,082
16	132,182
17	131,521
18	130,863
19	130,440
20	129,558

APPENDIX VII

GUARANTEED ENERGY PRODUCTION SCHEDULE

Performance Measurement Period (Contract Years)	(MWh)
1 & 2	213,221
2 & 3	212,342
3 & 4	211,282
4 & 5	210,039
5 & 6	208,989
6 & 7	208,127
7 & 8	207,088
8 & 9	205,869
9 & 10	204,840
10 & 11	203,996
11 & 12	202,977
12 & 13	201,783
13 & 14	200,774
14 & 15	199,946
15 & 16	198,948
16 & 17	197,777
17 & 18	196,788
18 & 19	195,977
19 & 20	194,998
20	N/A