



**FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT BETWEEN PRISTINE SUN 7 LLC,
AND PACIFIC GAS AND ELECTRIC COMPANY.**

THIS FIRST AMENDMENT ("First Amendment") to the Power Purchase Agreement dated August 31, 2011 is entered into by and between Pacific Gas and Electric Company ("PG&E") and Pristine Sun 7, LLC ("Pristine Sun") for the Facility described as the 2059_Scherz project.

PG&E and Pristine Sun may be 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, Pristine Sun, LLC and PG&E executed that certain Power Purchase Agreement for the Facility, dated August 31, 2011 ("PPA");

Whereas, Pristine Sun, LLC, Pristine Sun Fund, 1, LLC and PG&E executed that certain Consent to Assignment and Agreement, dated October 11, 2011 (the "Assignment");

Whereas, Pristine Sun Fund 1, LLC, Pristine Sun Fund 7, LLC and PG&E executed that certain Consent to Assignment and Agreement, dated May 20, 2013 (the "Assignment");

Whereas, Pristine Sun Fund 7, LLC, now holds the entirety of the Seller's rights, title and interest in the PPA;

Whereas, the Parties desire to amend the PPA in order to reflect a modification in Facility Nameplate Capacity;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PG&E and Pristine Sun agree as follows.

1. Amendment of the PP A

(a) The field in Section 2.1.4 of the PPA, Nameplate, shall be deleted and replaced with the following:

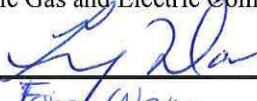
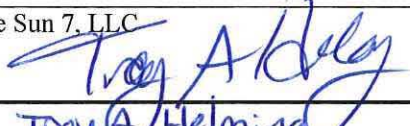
The Facility has a Nameplate of:

500 kilowatts ("kW")

2. No Other Modifications

No provision of the PPA other than the terms addressed in this First Amendment shall be deemed modified, amended, waived, or otherwise affected by this First Amendment. If there is a conflict between the terms of the PPA, and those of the First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, each Party has caused this First Amendment to be executed by its authorized representative, effective as of the date of last signature hereunder. By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective principals.

Pacific Gas and Electric Company 	Pristine Sun 7, LLC 
By: Fong Wan	By: Troy A. Helminger
Title: Senior Vice President, Energy Procurement	Title: Managing Member
Date: 7/23/2013	Date: 7-23-2013