



**Pacific Gas and  
Electric Company®**

**Roy M. Kuga**  
Vice President  
Energy Supply Management

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August 26, 2009

Mr. Kent A. Larsen  
VP-Project Finance  
Spinnaker Energy, Inc.  
12555 High Bluff Drive, Suite 100  
San Diego, CA 92130

Subject: San Joaquin Solar 1 & 2 PPAs -- PG&E Log Nos. 33R042 & 33R043

Dear Mr. Larsen,

Pacific Gas & Electric Company ("PG&E") and San Joaquin Solar 1 LLC and San Joaquin Solar 2 LLC (each, a "Seller") are Parties to those certain Power Purchase and Sale Agreements for As-Available Product (each, a "PPA" and collectively, the "PPAs"), each dated May 16, 2008. All capitalized terms not defined herein shall have the meaning set forth in the respective PPA.

By letter dated February 23, 2009, the Parties agreed to extend the deadline for each Seller to post the requisite Project Development Security ("PDS") under Section 8.4(a)(ii) of each PPA until August 18, 2009. Section 8.4(a)(ii) requires each Seller to deliver to Buyer Project Development Security ("PDS") "in the amount of \$2,136,000 and in the form of a Letter of Credit from a date not later than thirty (30) days following the date on which all of the Conditions Precedent set forth in Article Eleven are either satisfied or waived until Seller posts Delivery Term Security pursuant to subsection (a)(iii)" with Buyer.

As the Parties currently are engaged in negotiations to amend the PPAs and are working to complete such negotiations as soon as possible, PG&E is willing to extend the deadline for each Seller to deliver the requisite PDS under Section 8.4(a)(ii) to February 17, 2010.

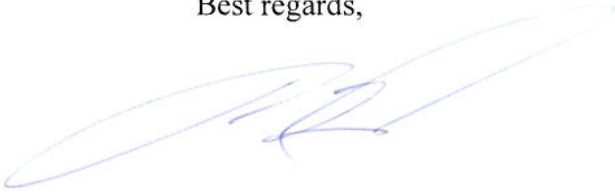
PG&E requests that each Seller confirm its agreement to the foregoing extension by executing this letter, faxing an executed copy to me at 415-973-2151, and returning the original, executed letter to me at the above-referenced address.

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This letter is not intended to be nor shall it be construed as a waiver of any of PG&E's rights or remedies under the PPAs at law or in equity. Additionally, no past, present or future written or verbal communication shall be construed as a waiver of any such rights or remedies by PG&E.

Please contact Elizabeth Motley at (415) 973-2368 if we can answer any questions about this letter.

Best regards,



Agreed to by: San Joaquin Solar 1 LLC

Date: 09-08-2009

SAN JOAQUIN SOLAR 1 LLC

Elizabeth Motley

By: TRUVEE LOBO

Its: EXECUTIVE DIRECTOR

Agreed to by: San Joaquin Solar 2 LLC

Date: 09-08-2009

SAN JOAQUIN SOLAR 2 LLC

Elizabeth Motley

By: TRUVEE LOBO

Its: EXECUTIVE DIRECTOR