



Via Email and U.S. Mail

Pacific Gas and Electric Company
77 Beale Street, N12E
San Francisco, CA 94105-1702
Attn: Chad Curran, Manager – Contract Management

August 13, 2012

Dear Mr. Lewis,

Kiara Solar, Inc. (“Kiara”) and Pacific Gas and Electric Company (“PG&E”) are parties to that certain Power Purchase Agreement between PG&E and Kiara for the Kiara Anderson Plant, executed on September 8, 2010, as amended (the “PPA”). All capitalized terms used, but not defined herein, shall have the same meaning set forth in the PPA.


Section 8.4(a)(iii)(A) of the PPA requires that Seller post \$1,500,000 of Delivery Term Security from the later of 1) the Commercial Operation Date or 2) thirty (30) days following the date on which all of the Conditions Precedent set forth in Section 2.4 are either satisfied or waived. Kiara hereby requests that the Delivery Term Security amount in Section 8.4(a)(iii)(A) be reduced to \$1,000,000. In consideration of this reduction in Delivery Term Security, Kiara will post the remaining Delivery Term Security (which is \$3,003,650 as of the date of this letter) within twelve (12) months of the Commercial Operation Date instead of posting a monthly portion of the Delivery Term Security as required under Section 8.4(a)(iii)(B).


Except as set forth above, all terms and conditions of the PPA shall remain in full force and effect and shall not be affected by this letter.

Please contact me directly at [REDACTED] if you have any questions or need any further information regarding this request. If this letter agreement is acceptable to PG&E, please execute and return a copy of this letter to me at the address above.

KIARA SOLAR, INC.

PACIFIC GAS AND ELECTRIC
COMPANY

By: 
Name: Bob Chaudhuri
Title: Vice President
Date: August 13, 2012

By: 
Name: Fong Wan
Title: Senior VP, Energy Procurement
Date: 8/20/2012