

FIRST AMENDMENT

This FIRST AMENDMENT effective as of February 10, 2008 (“Amendment Effective Date”) is entered into by and between San Diego Gas & Electric Company (“SDG&E” or “Buyer”) and MMR Power Solutions, LLC (“Counterparty” or “Seller”) (“First Amendment”). SDG&E and Counterparty are sometimes referred to herein as “Party” and collectively as the “Parties.”

WHEREAS, SDG&E and Bethel Energy LLC entered into a Master Power Purchase and Sale Agreement-Bethel Solar 1 dated as of October 31, 2006 (“Agreement”) and a related confirmation letter dated October 31, 2006 (“Confirmation Letter”); and

WHEREAS, Bethel Energy LLC (“Assignor”) assigned all of Assignor’s rights, title and interest in and to the Agreement and the Confirmation Letter to Counterparty via an Assignment, Assumption and Consent Agreement dated October 1, 2007; and

WHEREAS, the Parties desire to amend the Agreement and the Confirmation Letter under the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement and the Confirmation Letter.

1.0 Effectiveness. The effectiveness of Sections 2.0 through 23.0 of this First Amendment is conditioned upon receiving Final CPUC Amendment Approval on or before August 10, 2009. This Section 1.0 shall be effective and binding upon the Parties as of the Amendment Effective Date. “Final CPUC Amendment Approval” shall mean a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves this First Amendment in its entirety, including payments to be made by Buyer to Seller and approves the requested relief in the related advice letter filing, including relief related to debt equivalence. The Parties agree to cooperate and use all reasonable efforts to obtain the Final CPUC Amendment Approval as soon as is practicable. SDG&E agrees to provide Counterparty with a copy of any draft or final CPUC order addressing this First Amendment. Should the CPUC issue an order approving this First Amendment with conditions or modifications that materially alter the commercial aspects of this First Amendment, then each Party shall have ten (10) Business Days from the later of the mailing date of such order, or the date that SDG&E provides a copy of such order to Counterparty, to provide the other Party written notice of the notifying Party’s acceptance or rejection of the CPUC order as issued, provided, however, if a Party fails to provide written notification of its acceptance or rejection to the other Party within such ten (10) day period, that Party’s silence shall be deemed to constitute acceptance of the CPUC order as issued and agreement by such Party that this condition has been satisfied, upon the Final Amendment Approval Date. “Final Amendment Approval Date” shall mean the first business day after the date on which the CPUC order approving this First Amendment becomes final and no longer subject to any appeal. If a notice of rejection is sent, the Parties agree to use good faith efforts to renegotiate this First Amendment. If, within sixty (60) days, no agreement is reached, either Party may terminate this First Amendment upon delivery of notice to the other Party.

2.0 Section 1.2 of the Confirmation Letter shall be deleted in its entirety and replaced with the following:

“Seller’s obligations under this Confirmation and the Agreement are expressly conditioned upon Seller first having obtained legally binding commitments from a financial institution or institutions to finance the development, construction and ownership of the Facility on terms and conditions acceptable to Seller in Seller’s sole and absolute discretion no later than March 31, 2009. In the event that Seller shall fail to give written notice to Buyer on or before May 1, 2009 that Seller has either satisfied or waived the condition precedent specified in this Section 1.2, then the condition precedent shall be deemed not to have been satisfied or waived and neither party shall have any further obligation under this Agreement.”

- 3.0** In Section 2.1 of the Confirmation Letter, the second full sentence appearing therein shall be deleted and replaced with the following:

“Seller shall provide Buyer with a copy of any executed Firm Transmission service agreement and any amendments thereto within thirty (30) days after the date they are fully executed.”

- 4.0** Section 3.0 of the Confirmation Letter shall be modified as follows:

“Facility Name: Mount Signal Solar

Site Name: Diehl Road

Facility Physical Address: Located Southwest of El Centro, in the Imperial Valley, on Diehl Road

Technology Type: Solar Thermal Hybrid

Specific Unit Description: Solar Parabolic Trough System, augmented by biofuel, including a biofuel fired fluid heater”

- 5.0** Section 3.1 of the Confirmation Letter shall be deleted and replaced with the following:

“Output” means all electrical energy generated by the Facility, net of electrical energy used to operate the Facility that is generated by the Facility and net of Delivery Losses, which may be greater or less than the total annual estimated Output of 304,017 MWh.”

- 6.0** Section 3.2 of the Confirmation Letter shall be modified by adding the following at the end thereof:

In addition to any extension provided for in the preceding sentence, if the Final Amendment Approval Date does not occur within six (6) months after the Amendment Effective Date, then the Commercial Operation Deadline shall be extended on a day-for-day basis for every day that the occurrence of the Final Amendment Approval Date is delayed beyond such six-month period, subject to the limitation specified in the second to last sentence of this Section 3.2. The foregoing extension shall be referred to as the “Final Amendment Approval Date Extension.”

Current federal law provides that the ITC and PTC will expire on December 31, 2008. In addition to any other extensions provided for herein, if, by May 1, 2008, a new law extending the availability of ITCs and PTCs in any form for projects in service before December 31, 2010 is not enacted, then the Commercial Operation Deadline shall be extended on a day-for-day basis for every day that the passage of such a law(s) is delayed beyond May 1, 2008, subject to the limitation specified in the second to last sentence of this Section 3.2. The foregoing extension shall be referred to as the “ITC and PTC Extension.” ‘ITC’ shall mean the tax credit for property described in Section 48(a)(3)(A)(i) solar energy property of the Internal Revenue Code of 1986, as it may be amended from time to time. ‘PTC’ means the tax credit for electricity produced from certain renewable generation resources described in Section 45 of the Internal Revenue Code of 1986, as it may be amended from time to time

The Final Amendment Approval Date Extension and the ITC and PTC Extension shall, if applicable, run concurrently, provided that under no circumstance will the Commercial Operation Deadline be extended solely as a result of the Final Amendment Approval Date Extension and/or the ITC and PTC Extension for more than 365 days in the aggregate. For the avoidance of doubt, any extensions due to the Final Amendment Approval Date Extension and/or the ITC and PTC Extension shall be additive to any

extensions that may apply due to Force Majeure, and extensions attributable to Force Majeure may extend the Commercial Operation Deadline beyond such 365-day period as may be permitted under the first sentence of this Section 3.2, and subject to the Parties' rights under Section 3.3 of the Agreement.”

7.0 In Section 7.2 of the Confirmation Letter, subpart (v) shall be deleted and replaced with the following:

“a reduction in Output as ordered during curtailment periods (including CAISO, or Buyer’s system emergencies) or dispatch down periods; or”

8.0 Section 7.2 of the Confirmation Letter shall be modified by inserting the following additional excuse as a new subpart (vii):

“(vii) the unavailability of biofuel which was not anticipated as of the date the Amendment Effective Date, which is not within the reasonable control of, or the result of negligence of, Seller or the party supplying such biofuel to the Facility, and which by the exercise of reasonable due diligence, Seller is unable to overcome or avoid or causes to be avoided.”

9.0 Section 7.4 of the Confirmation Letter shall be modified by adding “Section 7.2 and” before the reference to “Section 7.3”.

10.0 Section 8.2 of the Confirmation Letter shall be modified to replace the words “affiliate” and “affiliates” each time they appear with the capitalized terms “Affiliate” and “Affiliates.”

11.0 The chart in Section 9.1 of the Confirmation Letter shall be deleted in its entirety and replaced with the following:

Contract Year	Summer Prices in \$ / MWH			Winter Prices in \$ / MWH		
	On-Peak	Semi-Peak	Off-Peak	On-Peak	Semi-Peak	Off-Peak
1	\$ 159.15	\$ 112.06	\$ 89.04	\$155.29	\$ 112.13	\$ 79.92
2	\$ 164.72	\$ 115.98	\$ 92.15	\$160.72	\$ 116.06	\$ 82.72
3	\$ 170.48	\$ 120.04	\$ 95.38	\$166.35	\$ 120.12	\$ 85.61
4	\$ 176.45	\$ 124.24	\$ 98.71	\$172.17	\$ 124.32	\$ 88.61
5	\$ 182.63	\$ 128.59	\$102.17	\$178.20	\$ 128.67	\$ 91.71
6	\$ 189.02	\$ 133.09	\$105.75	\$184.44	\$ 133.18	\$ 94.92
7	\$ 195.63	\$ 137.75	\$109.45	\$190.89	\$ 137.84	\$ 98.24
8	\$ 202.48	\$ 142.57	\$113.28	\$197.57	\$ 142.66	\$ 101.68
9	\$ 209.57	\$ 147.56	\$117.24	\$204.49	\$ 147.66	\$ 105.24
10	\$ 216.90	\$ 152.73	\$121.35	\$211.64	\$ 152.83	\$ 108.92
11	\$ 228.19	\$ 160.63	\$127.75	\$222.75	\$ 160.84	\$ 114.66
12	\$ 231.95	\$ 163.25	\$129.92	\$226.51	\$ 163.54	\$ 116.61
13	\$ 235.79	\$ 165.89	\$132.15	\$230.35	\$ 166.28	\$ 118.63
14	\$ 239.67	\$ 168.59	\$134.41	\$234.22	\$ 169.08	\$ 120.64
15	\$ 243.63	\$ 171.34	\$136.70	\$238.19	\$ 171.93	\$ 122.71
16	\$ 247.65	\$ 174.12	\$139.04	\$242.21	\$ 174.83	\$ 124.80
17	\$ 251.75	\$ 176.96	\$141.42	\$246.31	\$ 177.76	\$ 126.93
18	\$ 255.92	\$ 179.85	\$143.83	\$250.47	\$ 180.76	\$ 129.11
19	\$ 260.16	\$ 182.79	\$146.29	\$254.72	\$ 183.81	\$ 131.32
20	\$ 264.47	\$ 185.78	\$148.79	\$259.03	\$ 186.90	\$ 133.58

12.0 In Section 9.2 of the Confirmation Letter, the second full sentence appearing therein shall be deleted and replaced with the following:

“Except as specifically stated in Section 8.1, Buyer shall receive all Green Attributes for all Output regardless of whether the Output was wheeled by the IID for delivery to Buyer’s Facilities at the Delivery Point.”

13.0 In Section 12.2 of the Confirmation Letter, in the second full sentence appearing therein, the daily delay damages of “\$5,580” shall be deleted and replaced with “\$8,329.24.”

14.0 The first page of the Agreement shall be modified to replace all information for Party A as follows:

Name: MMR Power Solutions ("Party A")

All Notices:

Street: 1850 Quail Court
City: Saint Helena, CA Zip: 94574
Attn : Contract Administration
Phone: (707) 968-9047

Facsimile: (707) 967-0530
Duns: 84-720-7057
Federal Tax ID Number: 05-0584790

Invoices:

MMR Power Solutions
15961 Airline Hwy
Baton Rouge, LA 70817
Attn: Brent Campbell, Assistant Controller
Phone: (225) 756-5090 ext 264
Facsimile: (225) 756-5330

Scheduling:

TBD

Payments:

MMR Power Solutions, LLC
15961 Airline Hwy
Baton Rouge, LA 70817
Attn: Brent Campbell
Phone: (225) 756-5090 ext 264
Facsimile: (225) 756-5330

Wire Transfer:

BNK: JP Morgan Chase Bank
ABA: 021000021
ACCT: 01106-95348
Confirmation: Brent Campbell
FAX: (225) 756-5330

Credit and Collections:

MMR Power Solutions, LLC
15961 Airline Hwy
Baton Rouge, LA 70817
Attn : Brent Campbell, Assist Controller
Phone: (225) 756-5090

Facsimile: (225) 756-5330

With additional Notices of an Event of Default or
Potential Event of Default to:

MMR Power Solutions LLC
1850 Quail Court, Saint Helena, CA 94574
Attn: Richard Becker, Director
Phone: (707) 968-9047
Facsimile: (225) 756-5330

- 15.0** In Article One (14) of the Agreement, the definition of “Environmental Attributes” shall be deleted and replaced with the following:

“Green Attributes’ means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional Energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other

greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project."

16.0 The Agreement and the Confirmation Letter shall be modified to delete the term "Environmental Attributes" each time it appears and replace it with the term "Green Attributes".

17.0 In Article Three (b) of the Agreement, the language specified therein shall be deleted in its entirety and replaced with the following:

"(b) **Green Attributes.** New Section 3.4 shall be added to the Agreement as follows:

Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Unit(s) to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Unit(s)."

18.0 In Article Three (c) of the Agreement, the paragraph that is added as new Section 3.5 shall be modified to delete the words "at a minimum" from the last sentence thereof.

19.0 In Article Eight (d) of the Agreement, the first paragraph that is added as new Section 8.4 shall be deleted and replaced with the following:

"To secure its obligations under this Master Agreement, in addition to satisfying any credit terms pursuant to the terms of Section 8.2 to the extent marked applicable, Seller agrees to deliver to Buyer (the 'Secured Party') within thirty (30) days after the date on which all of the conditions precedent set forth in Section 1.0 of the Confirmation Letter are either satisfied or waived, and Seller thereafter shall maintain in full force and effect, a Letter of Credit, the form of which shall be substantially similar to Exhibit B, in the following amounts during the following periods: (a) until the Commercial Operation Date, Three Million and Forty One Thousand Dollars (US\$3,041,000); and (b) from the Commercial Operation Date until the end of the Term, Nine Million and One Hundred and Twenty-One Thousand Dollars (US\$9,121,000)."

20.0 In Article Ten (b) of the Agreement, the paragraph that is added as new Section 10.2(xiii) shall be deleted and replaced with the following:

“Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.”

21.0 In Article Ten (b) of the Agreement, the paragraph that is added as new Section 10.2(xiv) shall be deleted and replaced with the following:

“Seller covenants throughout the Delivery Term that it will take no action or permit any of its Affiliates or agents to take any action that would impair in any way Buyer’s ability to rely on the Facility in order to satisfy Buyer’s Resource Adequacy Requirements.”

22.0 In Article Ten (d) of the Agreement, the language specified therein shall be deleted in its entirety and replaced with the following:

“Governing Law/Venue. Article 10.6 shall be modified as follows:

Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.”

23.0 Exhibit C of the Agreement shall be modified as follows: “Seller and Buyer agree that throughout the Delivery Term, the parties shall take all commercially reasonable actions (not to include dispatching requirements not otherwise addressed herein or required by the CAISO) and execute any and all documents or instruments reasonably necessary to enable Buyer to use the Facility Total Net Capacity (or such qualifying capacity as determined by the CAISO from time to time) to satisfy Buyer’s Resource Adequacy Requirements.””

24.0 **No Other Modification.** Except as modified and amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have read this First Amendment, understand it and agree to be bound by its terms.

Seller: MMR Power Solutions, LLC

Buyer: San Diego Gas & Electric Company

By: _____

By: Debra L. Reed

Name: _____

Name: Debra L. Reed

Its: _____

Its: Pres & CEO, SEU

(a.s.)

“Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.”

21.0 In Article Ten (b) of the Agreement, the paragraph that is added as new Section 10.2(xiv) shall be deleted and replaced with the following:

“Seller covenants throughout the Delivery Term that it will take no action or permit any of its Affiliates or agents to take any action that would impair in any way Buyer’s ability to rely on the Facility in order to satisfy Buyer’s Resource Adequacy Requirements.”

22.0 In Article Ten (d) of the Agreement, the language specified therein shall be deleted in its entirety and replaced with the following:

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24.0 **No Other Modification.** Except as modified and amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have read this First Amendment, understand it and agree to be bound by its terms.

Seller: MMR Power Solutions, LLC

Buyer: San Diego Gas & Electric Company

By: D. Beckel

By: _____

Name: RICHARD BECKEL

Name: _____

Its: DIRECTOR

Its: _____

APPROVED as to legal form 9-5