

SECOND AMENDMENT

This SECOND AMENDMENT effective as of March 31, 2009 ("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") ("Second 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 and related documents, including the confirmation letter ("Confirmation") and cover sheet ("Cover Sheet"), each dated October 31, 2006, (collectively the "Agreement");

WHEREAS, Bethel Energy LLC ("Assignor") assigned all of Assignor's rights, title and interest in and to the Agreement, including the Confirmation and the Cover Sheet, to Counterparty via an Assignment, Assumption and Consent Agreement dated October 1, 2007;

WHEREAS, Buyer and Counterparty agreed to amend the Agreement, including the Confirmation and the Cover Sheet, in that certain First Amendment between the Parties dated February 10, 2008; and

WHEREAS, the Parties desire to amend further the Agreement, including the Confirmation and the Cover Sheet, under the terms and conditions set forth in this Second Amendment.

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

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement, including the Confirmation and the Cover Sheet.

1.0 Condition Precedent. Section 1.2 of the Confirmation 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 May 29, 2009. In the event that Seller shall fail to give written notice to Buyer on or before June 4, 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."

2.0 Effectiveness. This Second Amendment shall be effective as of the Amendment Effective Date.

3.0 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 Second Amendment, understand it and agree to be bound by its terms.

Seller: MMR Power Solutions, LLC

By: R. Becker

Name: RICHARD BECKER

Its: DIRECTOR

Date: 4/30/09

Buyer: San Diego Gas & Electric Company

By: Matt Burkhardt

Name: MATT BURKHART

Its: V.P. of PROCUREMENT, SDG&E

Date: 4/30/2009

APPROVED as to legal form g.s.