

THIRD AMENDMENT

This THIRD AMENDMENT effective as of May 29, 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") ("Third 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, Buyer and Counterparty agreed to amend the Agreement, including the Confirmation and the Cover Sheet, in that certain Second Amendment between the Parties dated March 31, 2009; 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 Third 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, including the Confirmation and the Cover Sheet.

1.0 Effectiveness. Section 1.1 of the Confirmation shall be deleted in its entirety and replaced with the following:

"Except for the Parties' obligations as set forth in the first paragraph under Section 1.0 of this Confirmation, the effectiveness of the Agreement is conditioned upon receiving Final CPUC Amendment Approval on or before March 31, 2010. "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 that certain Third Amendment executed by the Parties as of May 29, 2009 ("Third Amendment") in its entirety. 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 or resolution addressing the Third Amendment. Should the CPUC issue an order or resolution approving the Third Amendment with conditions or modifications that materially alter the commercial aspects of the Third Amendment, then each Party shall have ten (10) Business Days from the later of the mailing date of such order or resolution, or the date that SDG&E provides a copy of such order or resolution to Counterparty, to provide the other Party written notice of the notifying Party's acceptance or rejection of the CPUC order or resolution 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 or resolution 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 or resolution approving the Third 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 the Third Amendment. If, within sixty (60) days, no agreement is reached, either Party may terminate the Agreement upon delivery of notice to the other Party. In the event of such termination, or if the Final CPUC Amendment Approval does not occur by March 31, 2010, then neither Party shall have any further obligation to the other Party, and Buyer shall return the Bid Fee to Seller."

2.0 Obligations Effective Immediately. Section 1.0 of the Confirmation shall be modified by inserting the following after the heading "Effectiveness of Confirmation Letter":

"Prior to the satisfaction or waiver of both of the conditions precedent in Sections 1.1 and 1.2 of this Confirmation (i) Seller and Buyer shall use commercially reasonable efforts to pursue satisfaction of the conditions precedent set forth in Section 1.1 and Section 1.2 of this Confirmation, (ii) Seller shall use commercially reasonable efforts to pursue development of the Facility, (iii) Seller shall achieve the applicable Facility Milestones that have due dates occurring prior to the satisfaction or waiver of both conditions precedent in Sections 1.1 and 1.2 of this Confirmation and shall report completion of such Facility Milestones to Buyer in accordance with Section 11.2 of this Confirmation, (iv) Seller shall deliver the Quarterly Progress Report in accordance with Section 11.1.3 of this Confirmation, and (v) Seller and Buyer shall otherwise comply with all obligations, covenants, representations, and warranties in the Agreement that by their terms apply prior to the satisfaction or waiver of both conditions precedent in Sections 1.1 and 1.2 of this Confirmation. If Seller fails to comply with a material obligation of this Section 1.0, including failure to complete a Facility Milestone, or if Seller fails to satisfy or waive the financing condition precedent in Section 1.2 by the Financing Condition Deadline set forth therein, then, provided that Buyer has not created a Buyer Event of Default under this Agreement, Buyer may terminate this Agreement in which case Seller shall owe Buyer liquidated damages in the amount of the Bid Fee, and Buyer may retain such Bid Fee as payment of such liquidated damages. Each Party agrees and acknowledges that (a) the actual damages that Buyer would incur in the event of a termination of this Agreement under the circumstances set forth above would be difficult or impossible to predict with certainty, (b) the liquidated damages set forth in this Section are a reasonable and appropriate approximation of such damages, and (c) the liquidated damages set forth in this Section shall be Buyer's sole and exclusive remedy for an Event of Default by Seller or a termination of this Agreement prior to the satisfaction or waiver of both conditions precedent in Sections 1.1 and 1.2 of this Confirmation."

3.0 Financing. Section 1.2 of the Confirmation shall be deleted in its entirety and replaced with the following:

"Except for Seller's obligations under the first paragraph of Section 1.0 of this Confirmation, Seller's obligations under this Confirmation and the Agreement are expressly conditioned upon Seller first having obtained legally binding commitments from one or more financial institutions or other third party lenders or third party investors 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 June 30, 2010. In the event that Seller shall fail to give written notice to Buyer on or before the date that is fifteen (15) days after June 30, 2010 (the expiration of such fifteen (15) day period shall be the "Financing Condition Deadline") 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. In the event that this condition precedent is deemed not to have been satisfied or waived, then Buyer shall have no further obligation under this Agreement, Seller shall forfeit the Bid Fee, and neither Party shall have further obligations or liability under this Agreement."

4.0 Commercial Operation Deadline. All paragraphs in Section 3.2 of the Confirmation shall be deleted in their entirety and replaced with the following:

"The Facility must satisfy the requirements for Commercial Operation (set forth in Section 3.3) by the Commercial Operation Deadline ("COD"). The "Commercial Operation Deadline" with respect to the Facility shall be no later than December 31, 2011 as extended by reason of Force Majeure, or as may otherwise be extended by written agreement signed by both Parties."

5.0 Contract Price. Section 9.1 of the Confirmation (titled "Contract Price") shall be modified by deleting the last paragraph therein that appears below the time of delivery chart.

6.0 Facility Schedule. Section 11.0 of the Confirmation shall be deleted in its entirety and replaced with the following:

The Facility Milestones, unless extended due to a Force Majeure, are the following:

1	Obtain CEC certification for eligible renewable resource	COD minus 24 months
2	Obtain WREGIS certification to track Green Attributes	COD minus 24 months
3	Submit IID Electric Interconnection Application	COD minus 24 months
4	Submit all required development approval applications (County, APCD, other)	COD minus 24 months
5	Executes an Engineering, Procurement and Construction contract	COD minus 20 months
6	Land Rights. Deliver to Buyer documentation in form and substance acceptable to Buyer evidencing Sellers good and marketable title in fee simple to the Facility site free and clear of all liens and encumbrances except for customary exceptions which are acceptable to Buyer in its sole judgment or a valid leasehold interest in the Facility site for the duration of the Term of this Agreement. Any lease of the Facility site shall be subject to the prior review and approval of Buyer, which approval may not be unreasonably withheld or delayed.	COD minus 18 months
7	Receive all development approvals and permits necessary to begin construction	COD minus 18 months
8	Issue Unconditional Notice to Proceed from the EPC Contractor	COD minus 18 months
9	Execute Electric Interconnection Agreement	COD minus 18 months
10	Execute a Transmission Service Agreement with the IID	COD minus 12 months
11	Scheduling Services Agreement executed if required by IID	COD minus 6 months
12	Begin testing of the Facility	COD minus 2 months

7.0 Definitions. In Article One, paragraph (14) of the Cover Sheet, the definition of “Green Attributes” that was added as Section 1.66 of the Agreement 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 avoided emission of pollutants. 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 atmosphere¹; (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.”

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

8.0 **Green Attributes.** In Article Three, paragraph (b) of the Cover Sheet, Section 3.4 of the Agreement shall be replaced with the following:

“**Green Attributes.** Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project 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 Project.”

9.0 **Credit.** In Article Eight, paragraph (d) of the Cover Sheet, 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’) on or before June 12, 2009, (a) cash or (b) a Letter of Credit, the form of which shall be substantially similar to Exhibit B-1, which Seller shall maintain in full force and effect until the Project Development Security is posted, in either case in the amount of One Million Dollars (US\$1,000,000) (the ‘Bid Fee’). Additionally, Seller agrees to deliver to Buyer (the ‘Secured Party’) within fourteen (14) days after the date on which all of the conditions precedent set forth in Sections 1.1 and 1.2 of the Confirmation 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) (“Project Development Security”); 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) (“Project Operation Security”). Buyer shall return and release to Seller (1) the Bid Fee on the date when the Project Development Security is delivered, and (2) the Project Development Security on the date when the Project Operation Security is delivered. Except for the Bid Fee, security provided under this Master Agreement shall not be deemed a limitation of damages.”

10.0 **FIN 46 Provisions.** The parties agree to add the following new paragraph as Article 10(k) of the Cover Sheet: “(k) The Parties agree to comply with the FIN 46 provisions contained in Exhibit H.”

11.0 **Exhibit B-1:** The attached form of letter of credit shall be added as Exhibit B-1 to the Agreement.


12.0 **Exhibit E.** Exhibit E to the Agreement shall be deleted in its entirety and replaced with the words “Reserved.”

13.0 **Effectiveness.** This Third Amendment shall be effective as of the Amendment Effective Date

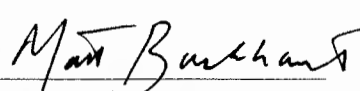
14.0 **No Other Modification.** Except as modified and amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

Seller: MMR Power Solutions, LLC

By: 
Name: RICHARD RECOR
Its: DIRECTOR - ASSETS

Buyer: San Diego Gas & Electric Company

By: 
Name: MATT BURKHART
Its: VICE PRESIDENT, ELECTRIC & GAS PROCUREMENT


APPROVED as to legal form 

EXHIBIT H

Sarbanes-Oxley and Securities and Exchange Commission Requirements.

(a) The Parties acknowledge that accounting principles generally accepted in the United States of America (“GAAP”) and Securities and Exchange Commission (“SEC”) rules require Buyer and its independent auditor to evaluate whether Buyer must consolidate Seller’s financial information (but not financial information of Seller’s constituent members unless deemed to be included in the entity under GAAP). Buyer will require access to certain records, including but not limited to financial records, and personnel of Seller as reasonably necessary to determine if consolidated financial reporting is required. If Buyer and its independent auditor determine at any time that the Buyer is required to consolidate the Seller’s financial statements to comply with GAAP and/or SEC rules regarding consolidated financial reporting, then, (i) Buyer shall provide Seller with a reasonably detailed written explanation of the basis for such determination, and (ii) Seller agrees to provide to Buyer the information specified in this Exhibit H during the period when such consolidation is required (“Consolidation Period”):

(i) Unaudited financial statements of the Seller prepared in accordance with GAAP as of the end of the quarterly period. The financial statements should include quarter to date and year to date information and are to be provided within fifteen (15) calendar days of the end of the applicable reporting period (or the Business Day thereafter);

(ii) Unaudited financial schedules of the Seller, as deemed necessary for Buyer to prepare its consolidated financial statements and related footnotes to the financial statements in accordance with GAAP as of the end of the quarterly period. The financial schedules should include quarter to date and year to date information underlying the financial statements and footnotes to the financial statements and are to be provided within fifteen (15) calendar days of the end of the applicable reporting period (or the Business Day thereafter);

(iii) Access to Seller’s records, accounting and other, and accounting and management personnel as reasonably determined by both Buyer and Seller so that (A) Buyer’s independent auditor or its internal auditors may conduct financial audits (in accordance with the standards of the Public Company Accounting Oversight Board (United States)) as well as internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002) and (B) Buyer can be provided analytical information, as needed, to enable Buyer to meet its SEC filing requirements, including but not limited to those under Item 2 on Form 10-Q, and Item 7 on Form 10-K, “Management’s Discussion and Analysis of Financial Condition and Results of Operations;”

(iv) Upon the request of Buyer, such certifications by a duly authorized representative(s) of Seller as may be reasonably requested by Buyer (which certifications shall presumptively be reasonable if the certifications are substantially

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identical to those required by Buyer or its parent of business units of Buyer or its parent); and

(v) As reasonably requested by Buyer, such information or schedules, similar to the items noted in clauses (i)-(iv) above, to enable Buyer to prepare consolidated financial statements and schedules as may be required for Buyer to obtain financing or to prepare other reports as required by regulatory bodies, such as the SEC, for periods other than as of the end of the monthly, quarterly or year to date periods then ended.

(b) During any Consolidation Period, if Buyer (i) in its reasonable discretion determines that the financial statements of the Seller would be considered material to the Buyer or its parent company's financial statements, financial condition, or internal controls over financial reporting, and (ii) reasonably determines Seller's internal controls over financial reporting are not operating effectively or have resulted in a control deficiency, Buyer shall provide Notice to Seller. Upon receipt of such Notice, Seller will have thirty (30) days to remediate any deficiency in Seller's internal controls over financial reporting identified by the Buyer, which Buyer and Buyer's independent auditor deem to be necessary to ensure Seller's internal controls over financial reporting are adequate, during or as a result of the audits permitted under Section (a)(iii) above or any other.

(c) During any Consolidation Period, as soon as possible, but in no event later than two (2) Business Days following any occurrence that would affect Seller in any material way, Seller shall provide to Buyer a Notice describing such occurrence in sufficient detail to permit the Buyer to file a report on SEC Form 8-K. Such occurrences include all reportable events on the then current Form 8-K that applies to Buyer and its parent company at such time, including but not limited to a material acquisition or disposition of assets, a material direct financial obligation or off-balance sheet financing arrangement, material litigation, and the execution or termination of a material contract.

(d) Any information provided to Buyer under this Exhibit H shall be treated as confidential except that it may be disclosed in connection with the preparation, review, certification and publication of Buyer's financial statements if such disclosure is required by SEC rules and guidelines as determined by Buyer.

(e) Provided that Buyer has provided written notice to Seller disclosing the identify of its independent auditor, then Seller shall notify Buyer at any time during the Consolidation Period of any services provided or proposed to be provided to Seller by Buyer's independent auditor. During any Consolidation Period, provided that Buyer has notified Seller in writing of the identity of its independent auditor, Seller, and any of Seller's Affiliates, are prohibited from engaging Buyer's independent auditor for any services or in any consulting agreement without the express written consent of partner in charge of Buyer's independent audit.

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EXHIBIT B-1

FORM OF LETTER OF CREDIT

June 11, 2009

To: San Diego Gas & Electric Company
555 W. 5th Street (GT10E3),
Los Angeles CA 90013

Re: Our Irrevocable Standby Letter of Credit No. _____
In the Amount of US\$1,000,000

Ladies and Gentlemen:

We hereby open our irrevocable standby Letter of Credit Number _____ in favor of San Diego Gas & Electric Company ("Secured Party"), by order and for account of MMR Power Solutions, LLC ("Account Party"), 15961 Airline Hwy., Baton Rouge, LA 70817 available at sight upon demand at our counters, at [location] for an amount of US \$1,000,000 (one million and 00/100 U.S. Dollars) against presentation of one of the following documents (the "Document"):

1. Statement signed by a person purported to be an authorized representative of Secured Party stating that: "MMR Power Solutions, LLC ("Account Party") has failed to comply with a material obligation as required in Section 1.0 of the Confirmation Letter to that certain Master Power Purchase and Sale Agreement entered into by and between San Diego Gas & Electric Company ("Secured Party") and Account Party dated October 31, 2006, as amended from time to time(the "Agreement"), the Account Party has failed to satisfy or waive the condition precedent specified in Section 1.2 of the Confirmation Letter under the Agreement by the Financing Condition Deadline specified therein, or an Event of Default (as defined by the Agreement) of the Account Party has occurred or is occurring. The amount due to Secured Party is US \$ _____."

OR

2. Statement signed by a person purported to be an authorized representative of Secured Party stating that: "as of the close of business on _____ [insert date, which is less than 10 days prior to the expiration date of the Letter of Credit] you have not provided written notice to us indicating your election to permit extension of this Letter of Credit beyond its current expiry date. The amount due to Secured Party, whether or not a default has occurred, is U.S. \$ _____."

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Special Conditions:

- All costs and banking charges pertaining to this Letter of Credit are for the account of Account Party.
- Partial and multiple drawings are permitted.
- Fax of Document 1 or 2 is acceptable.

This Letter of Credit expires on July 20, 2010 at our counters. We hereby engage with Secured Party that upon presentation of a Document as specified under and in compliance with the terms of this Letter of Credit, this Letter of Credit will be duly honored in the amount stated in the Document. If a Document is so presented by 1:00 pm on any New York banking day, we will honor the same in full in immediately available New York funds on that day and, if so presented after 1:00 pm on a New York banking day, we will honor the same in full in immediately available New York funds by noon on the following New York banking day.

It is a condition of this Letter of Credit that it shall expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication No. 500 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 13(b) and 17 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of California.

[Name of Bank]

Authorized Signature(s)

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