

FIFTH AMENDMENT

This FIFTH AMENDMENT effective as of August 31, 2010 (“Fifth 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”) (“Fifth 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;

WHEREAS, Buyer and Counterparty agreed to amend further the Agreement, including the Confirmation and the Cover Sheet, in that certain Second Amendment between the Parties dated March 31, 2009;

WHEREAS, Buyer and Counterparty agreed to amend further the Agreement, including the Confirmation and the Cover Sheet, in that certain Third Amendment between the Parties dated May 29, 2009;

WHEREAS, Buyer and Counterparty agreed to amend further the Agreement, including the Confirmation and the Cover Sheet, in that certain Fourth Amendment between the Parties dated June 30, 2010; and

WHEREAS, the Parties now desire to amend further the Agreement, including the Confirmation and the Cover Sheet, under the terms and conditions set forth in this Fifth 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 Effectiveness. This Fifth Amendment is effective and binding on the Parties as of the Fifth Amendment Effective Date, but may be terminated by either Party as specified in this Section 1.0 if Final CPUC Fifth Amendment Approval is not obtained as specified herein. “Final CPUC Fifth Amendment Approval” shall mean a final and nonappealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves this Fifth Amendment in its entirety. Should the CPUC issue an order approving this Fifth Amendment with conditions or modifications that materially alter the commercial aspects of this Fifth Amendment, the Parties shall have ten (10) Business Days from the mailing date of such order to provide the other Party written notice of the issuing 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 Fifth Amendment Approval Date. “Final Fifth Amendment Approval Date” shall be defined as the first business day after the date on which the CPUC order approving this Fifth 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 Fifth Amendment. If, within sixty (60) days, no agreement is reached, either Party may terminate this Fifth Amendment upon delivery of notice to the other Party.

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2.0 Condition Precedent. 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 October 31, 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 October 31, 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."

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 Fifth 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: 9/14/10

Buyer: San Diego Gas & Electric Company

By: Matt Burkhart
Name: MATT BURKHART
Its: VP ELECTRIC & FUEL PROCUREMENT
Date: 9/15/2010

Approved as to legal form AS