

## AMENDMENT ADDRESSING PRICING AND OTHER ISSUES

This AMENDMENT ADDRESSING PRICING AND OTHER ISSUES (“New Sixth Amendment”) is entered into effective as of February 14, 2012 (“New Sixth Amendment Effective Date”) by and among San Diego Gas & Electric Company (“SDG&E” or “Buyer”) and USS Energy Star 2 LLC (“Seller” or “Counterparty”). SDG&E and Counterparty are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement, including the Confirmation and the Cover Sheet.

**WHEREAS**, SDG&E and Bethel Energy LLC (“Bethel”) 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, and as amended, the “Agreement”).

**WHEREAS**, Bethel assigned all of its rights, title and interest in and to the Agreement, including the Confirmation and the Cover Sheet, to MMR Power Solutions, LLC (“MMR”) via an Assignment, Assumption and Consent Agreement dated October 1, 2007.

**WHEREAS**, Buyer and MMR agreed to amend the Agreement, including the Confirmation and the Cover Sheet, in that certain First Amendment between Buyer and MMR dated February 10, 2008.

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

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

**WHEREAS**, Buyer and MMR agreed to amend further the Confirmation in that certain Fourth Amendment between Buyer and MMR dated June 30, 2010 (“Fourth Amendment”), that certain Fifth Amendment between Buyer and MMR dated August 31, 2010 (“Fifth Amendment”), that certain Sixth Amendment between Buyer and MMR dated October 31, 2010 (“Sixth Amendment”), and that certain Seventh Amendment between Buyer and MMR dated November 30, 2010 (“Seventh Amendment”), in each case to extend the deadline for Counterparty (as defined in the Agreement) to have satisfied or waived the condition precedent set forth in Section 1.2 of the Confirmation and without making any other change to the Agreement, including the Confirmation and the Cover Sheet;

**WHEREAS**, Buyer, MMR and USS Energy Star 2 LLC executed that certain Amended and Restated Fourth Amendment, dated January 31, 2011 (“Restated Fourth Amendment”), under which: (a) MMR assigned to USS Energy Star 2 LLC, and USS Energy Star 2 LLC accepted from MMR, all of MMR’s rights, title and interest in and to the Agreement, including the Confirmation and the Cover Sheet; and (b) Buyer and USS Energy Star 2 LLC agreed to amend further the Agreement.

**WHEREAS**, Buyer and USS Energy Star 2 LLC executed that certain Amendment Extending CPUC Approval Date as of November 30, 2011, extending the deadline for Final CPUC Restated Fourth Amendment Approval and without making any other change to the Agreement.

**WHEREAS**, Buyer and Seller now desire to amend further the Agreement, including the Confirmation and the Cover Sheet, under the terms and conditions set forth in this New Sixth Amendment.

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

**1.0 Modifications to the Confirmation.**

**1.1** 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 the Confirmation, and except for Section 1.2 of the Confirmation, as amended by the Restated Fourth Amendment, which are effective immediately, the effectiveness of the Agreement, including the Restated Fourth Amendment and this New Sixth Amendment (collectively the “New Amendments”), is conditioned upon receiving Final CPUC New Amendments Approval on or before July 31, 2012 without extension for Force Majeure or any other reason. “Final CPUC New Amendments Approval” shall mean a final and non-appealable order or resolution of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves the New Amendments in their entirety and the relief requested in Buyer’s accompanying advice letter filings. The Parties agree to cooperate and use all reasonable efforts to obtain the Final CPUC New Amendments Approval as soon as is practicable, including filing the advice letter 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 New Amendments. Should the CPUC issue an order or resolution approving the New Amendments with conditions or modifications that materially alter the commercial aspects of the New Amendments, 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, that 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 rejection of the CPUC order or resolution as issued and agreement by such Party that this condition has not been satisfied upon the Final New Amendments Approval Date. “Final New Amendments Approval Date” shall mean the first business day after the date on which the CPUC order or resolution approving the New Amendments becomes final and no longer subject to any appeal. If a notice of rejection is sent (or if a party is deemed to have provided a rejection as provided for above), the Parties agree to use good faith efforts to renegotiate the New Amendments. If, within sixty (60) days, no agreement is reached, or if Final CPUC New Amendments Approval does not occur by the deadline specified

above, then either Party may terminate the Agreement, including the New Amendments, upon delivery of written notice to the other Party. In the event of such termination, Seller shall forfeit the Bid Fee, and neither Party shall have any additional obligation or liability under this Agreement.”

- 1.2** Section 3.0 of the Confirmation shall be modified by replacing the information specified therein for “*Facility Name*” with the following:

“Facility Name: Campo Verde Solar”

- 1.3** Section 3.2 of the Confirmation is deleted in its entirety and replaced with the following:

“3.2 COD. 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 September 30, 2013, as extended on a day-for-day basis for: (a) each day up to a maximum of sixty (60) days that the CPUC does not approve a resolution regarding the Agreement after May 31, 2012; and (b) each day up to a maximum of one hundred and eighty (180) days (the “Maximum Force Majeure Delay”) that Seller is actually delayed by Force Majeure in achieving Commercial Operation by the Commercial Operation Deadline. Any delays to Commercial Operation after the Maximum Force Majeure Delay period caused by Force Majeure shall result in daily delay damages and/or Event of Default in accordance with Section 12.0 if such delays prevent Seller from achieving Commercial Operation after the Commercial Operation Deadline, as extended.”

- 1.4** Section 9.1.1 of the Confirmation shall be modified by deleting the price table therein and replacing it with the following price table:

<b>Contract Year</b>	<b>Summer Prices in \$/MWH</b>			<b>Winter Prices in \$/MWH</b>		
	<b>On-Peak</b>	<b>Semi-Peak</b>	<b>Off-Peak</b>	<b>On-Peak</b>	<b>Semi-Peak</b>	<b>Off-Peak</b>
Year 1	152.45	107.34	85.29	148.75	107.41	76.55
Year 2	153.97	108.41	86.14	150.24	108.48	77.32
Year 3	155.51	109.50	87.00	151.74	109.57	78.09
Year 4	157.07	110.59	87.87	153.26	110.66	78.87
Year 5	158.64	111.70	88.75	154.79	111.77	79.66
Year 6	160.22	112.82	89.64	156.34	112.89	80.46
Year 7	161.83	113.94	90.54	157.90	114.02	81.26
Year 8	163.44	115.08	91.44	159.48	115.16	82.08
Year 9	165.08	116.23	92.36	161.08	116.31	82.90
Year 10	166.73	117.40	93.28	162.69	117.47	83.73
Year 11	168.40	118.57	94.21	164.31	118.64	84.56
Year 12	170.08	119.76	95.16	165.96	119.83	85.41
Year 13	171.78	120.95	96.11	167.62	121.03	86.26
Year 14	173.50	122.16	97.07	169.29	122.24	87.13
Year 15	175.23	123.39	98.04	170.98	123.46	88.00
Year 16	176.99	124.62	99.02	172.69	124.70	88.88
Year 17	178.76	125.87	100.01	174.42	125.94	89.77
Year 18	180.54	127.12	101.01	176.17	127.20	90.66
Year 19	182.35	128.40	102.02	177.93	128.48	91.57
Year 20	184.17	129.68	103.04	179.71	129.76	92.49

- 1.5 Section 9.1.2(i)(d)(iii) of the Confirmation shall be modified by adding the words “all of the Network Upgrades required for the interconnection of the Facility and qualification for Full Capacity Delivery Status (as defined in the CAISO Tariff) are complete and placed in service and” between the words “when” and “Seller”.

1.6 Section 11.0 of the Confirmation shall be modified by replacing the existing Facility Milestone 1 in the Facility Milestone chart with the following new Facility Milestone 1.

1	Obtain CEC pre-certification as an Eligible Renewable Resource	COD minus 12 months
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1.7 Section 11.0 of the Confirmation shall be further modified by replacing the existing Facility Milestone 2 in the Facility Milestone chart with the following new Facility Milestone 2:

2	Establish an activated WREGIS account	COD minus 6 months
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1.8 Section 11.0 of the Confirmation shall be further modified by adding the following new Facility Milestone 15 to the Facility Milestone chart:

15	Complete installation and testing and provide continuous delivery of at least fifty (50) MW <sub>ac</sub> of the Facility's Facility Total Net Capacity (as defined in Section 3.0 of the Confirmation)	COD minus 3 months
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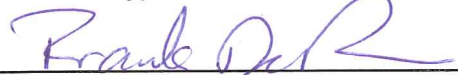
1.9 Section 16.11 of the Confirmation shall be modified by deleting the sentence "Seller shall deliver energy in accordance with its Day-Ahead Schedule." and replacing it with "Seller shall use commercially reasonable efforts to deliver energy in accordance with its Day-Ahead Schedule."

1.10 In Article Eight, Section (d) of the Cover Sheet, the reference to "Final CPUC Restated Fourth Amendment Approval Date" shall be replaced with "Final New Amendments Approval Date."

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

IN WITNESS WHEREOF, the Parties have read this New Sixth Amendment, understand it, and agree to be bound by its terms as of the New Sixth Amendment Effective Date.

Seller: **USS Energy Star 2 LLC**

By: 

Name: Frank De Rosa

Its: President

Buyer: **SAN DIEGO GAS & ELECTRIC COMPANY**

By: 

Name: Michael R. Niggli

Its: President and Chief Operating Officer

Approved as to legal form: 