

AMENDMENT ADDRESSING DELIVERY POINT

This AMENDMENT ADDRESSING DELIVERY POINT ("New Seventh Amendment") is entered into effective as of March 11, 2013 ("New Seventh Amendment Effective Date") by and among San Diego Gas & Electric Company ("SDG&E" or "Buyer") and Campo Verde Solar, 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.

RECITALS

- A. 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").
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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;
- G. 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.

- H. 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.
- I. WHEREAS, Buyer and USS Energy Star 2 LLC agreed to amend further the Agreement, including the Confirmation and the Cover Sheet, in that certain Amendment Addressing Pricing and Other Issues between Buyer and USS Energy Star 2 LLC, dated February 14, 2012.
- J. WHEREAS, Buyer, USS Energy Star 2 LLC, and Campo Verde Solar, LLC executed that certain Consent to Assignment of Power Purchase and Sale Agreement, dated August 7, 2012 ("Consent to Assignment"), under which: (a) Buyer consented to the assignment of 50% of the equity interests in USS Energy Star 2 LLC, to First Solar Development, Inc. and the assignment of the Agreement from USS Energy Star 2 LLC to Campo Verde Solar, LLC; and (b) Campo Verde Solar, LLC accepted the assignment from USS Energy Star 2 LLC of the Agreement, including the Confirmation and the Cover Sheet.
- K. WHEREAS, Buyer and Seller now desire to amend further the Agreement, including the Confirmation, under the terms and conditions set forth in this New Seventh Amendment.

AGREEMENT

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

1. Amendment.

Section 4.0 of the Confirmation is deleted in its entirety and replaced with the following:

"4.0 Delivery Point. The Delivery Point shall be the then applicable Point Of Interconnection of the Facility to the CAISO System as set forth in the Facility's Large Generator Interconnection Agreement, which shall be either (a) the 230 kV bus at the Buyer's Imperial Valley Substation, or (b) at a new 230 kV collector switchyard or substation to be built within a one-mile radius of the Facility."

2. Miscellaneous

- a. Except as expressly set forth in this New Seventh Amendment, the Agreement remains unchanged and in full force and effect.

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IN WITNESS WHEREOF the Parties hereto have caused this New Seventh Amendment to be duly executed as of the New Seventh Amendment Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY

CAMPO VERDE SOLAR, LLC

By: _____

By: Brian Kunz

Name: Matt Burkhart

Name: Brian Kunz

Title: VP, Electric & Fuel Procurement

Title: VP, Project Development U.S.

Approved as to legal form: _____

IN WITNESS WHEREOF the Parties hereto have caused this New Seventh Amendment to be duly executed as of the New Seventh Amendment Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY

CAMPO VERDE SOLAR, LLC

By: 

By: _____

Name: Matt Burkhart

Name: _____

Title: VP, Electric & Fuel Procurement

Title: _____

Approved as to legal form: A.S.