

**EIGHTH AMENDMENT**  
to  
**POWER PURCHASE AGREEMENT**

This Eighth Amendment to Power Purchase Agreement (this "Eighth Amendment") is made and entered into by San Diego Gas & Electric Company ("SDG&E" or "Buyer"), a California corporation, and Campo Verde Solar, LLC (successor in interest to USS Energy Solar 2 LLC and MMR Power Solutions, LLC and Bethel Energy, LLC) ("Seller"), a Delaware limited liability company, effective as of June 5, 2017.

**RECITALS**

- A. Seller and Buyer are Parties to that certain Master Power Purchase and Sale Agreement (the "Master Agreement"), that certain Cover Sheet (the "Cover Sheet") and that certain Confirmation Letter (the "Confirmation"), each dated October 31, 2006, as amended by that First Amendment dated February 10, 2008, that Second Amendment dated March 31, 2009, that Third Amendment dated May 29, 2009, that Amended and Restated Fourth Amendment, dated January 31, 2011 (which superseded and terminated that Fourth Amendment dated June 30, 2010, that Fifth Amendment dated August 31, 2010, that Sixth Amendment dated October 31, 2010, and that Seventh Amendment, dated November 30, 2010), the Amendment Extending CPUC Approval Date effective as of November 30, 2011, the Amendment Addressing Pricing and Other Issues effective as of February 14, 2012, and the Amendment Addressing the Delivery Point effective as of March 11, 2013; and as assigned (i) from Bethel Energy, LLC to MMR Power Solutions, LLC pursuant to that Assignment, Assumption and Consent Agreement, dated October 1, 2007, (ii) from MMR Power Solutions, LLC to USS Energy Solar 2 LLC pursuant to that Amended and Restated Fourth Amendment, dated January 31, 2011 (described above), and (iii) from USS Energy Solar 2 LLC to the current Seller (described in the preamble above) pursuant to the Assignment and Assumption of Master Power Purchase and Sale Agreement, dated August 8, 2012, by and between USS Energy Star 2 LLC and the Company, as consented to by SDG&E on August 7, 2012 (collectively, as amended, the "Agreement"), under which, among other things, Seller will sell to Buyer, and Buyer will purchase from Seller, the Product as described therein.
- B. In connection with FERC Order No. 764, the CAISO amended its Tariff to establish new scheduling procedures for variable energy resources.
- C. Seller and Buyer now desire to amend the Agreement in order to implement the new scheduling procedures in the CAISO Tariff as set forth in this Eighth Amendment.

**AGREEMENT**

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Definitions. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement.

2. Amendments.

- a. Section 1.1 of the Master Agreement is amended by adding the following defined terms in alphabetical order (where any of the following terms are already defined in Section 1.1, such terms in Section 1.1 shall be replaced in their entirety with the corresponding term below, and where any of the following terms are not already defined in Section 1.1, such terms below shall be added to Section 1.1 in alphabetical order):

“Deemed Delivered Energy” means the amount of Delivered Energy that Seller could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of Economic Dispatch Down. The quantity of Deemed Delivered Energy shall be equal to (a) the Deemed Delivery Forecast of Energy corresponding to the applicable Economic Dispatch Down periods, whether or not Seller is participating in the VER Forecasting Program during such events, less the amount of Energy scheduled under Economic Dispatch Down as specified in the Dispatch Notice during such periods, and less any amount of Energy that was not delivered associated with any concurrent Scheduled Maintenance Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault but only to the extent the Deemed Delivery Forecast does not already reflect the foregoing *provided that*, if the applicable amount calculated pursuant to this clause (a) is negative, the Deemed Delivered Energy shall be zero (0), or (b) if there is no such Deemed Delivery Forecast available during the applicable Economic Dispatch Down periods, the amount of Delivered Energy that Seller could reasonably have delivered to Buyer but was prevented from delivering to Buyer as a result of Economic Dispatch Down as determined by Buyer in a commercially reasonable manner, which amount shall not include any amount of Energy that was not delivered associated with any concurrent Scheduled Maintenance Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault.

“Deemed Delivery Forecast” means the forecast of the Energy to be produced by the Facility prepared by the CAISO or its agent in accordance with the VER Forecasting Program and communicated to the Scheduling Coordinator, which forecast is the last such forecast prepared by the CAISO that does not reflect curtailed production as a result of Economic Dispatch Down periods. As of the effective date of the Eighth Amendment to this Agreement, such Deemed Delivery Forecast is the CAISO forecast generated through its Resource Specific VER Forecast Usage Report. Both Parties retain all rights under the CAISO Tariff or other applicable Law to seek to have the CAISO revise its Deemed Delivery Forecast for any period, and any revisions adopted by the CAISO shall be applied to all determinations based on such Deemed Delivery Forecast.

“Dispatch Down Period” means the period of curtailment of delivery of Product from the Facility resulting from System Dispatch Down or Economic Dispatch Down.

“Dispatch Notice” means the operating instruction, and any subsequent updates given either by Buyer to Seller or by the CAISO to Seller, directing Seller to operate the Facility at a specified megawatt output for the period of time set forth in such order.

“Economic Dispatch Down” means curtailment of delivery of Product from the Facility that is the result of economic curtailment where Buyer (as the Scheduling Coordinator) or a third party Scheduling Coordinator (in accordance with Buyer’s directions) either submits a self-schedule with a binding Product quantity or an economic bid in the applicable CAISO market or fails to submit any such schedule or bid, in either case, that when implemented by the CAISO results in an otherwise available Product quantity not being scheduled or awarded in such CAISO market and such curtailment is not concurrently the result of a Scheduled Maintenance Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault.

“PNode” has the meaning set forth in the CAISO Tariff.

“System Dispatch Down” means curtailment of delivery of Product from the Facility resulting from (a) curtailment ordered by the CAISO (whether directly or through the Scheduling Coordinator or the Participating Transmission Owner), for any reason, including, but not limited to, an Exceptional Dispatch (as defined in the CAISO Tariff), any system emergency as defined in the CAISO Tariff (“System Emergency”), any warning of an anticipated System Emergency, or any warning of an imminent condition or situation which could jeopardize the CAISO’s or Participating Transmission Owner’s electric system integrity or the integrity of other systems to which the CAISO or Participating Transmission Owner is connected, any warning, forecast, or anticipated overgeneration conditions, including a request from CAISO to manage over-generation conditions; (b) curtailment ordered by the Participating Transmission Owner for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner’s electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected; (c) curtailment ordered by the Participating Transmission Owner as a result of scheduled or unscheduled maintenance or construction on the Participating Transmission Owner’s transmission facilities that prevents the delivery or receipt of Delivered Energy to or at the Delivery Point, or (d) curtailment in accordance with Seller’s obligations under its interconnection agreement with the Participating Transmission Owner;

provided, however, that System Dispatch Down shall not include Economic Dispatch Down.

“VER Forecasting Program” means the rules, protocols, procedures and standards for Participating Intermittent Resources under the CAISO’s Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff.

- b. Section 4.0 of the Confirmation is amended by adding the following phrase at the end of the only sentence of such Section: “and for financial settlement purposes under the applicable CAISO market, the PNode corresponding to such point.”
- c. Section 7.2(v) of the Confirmation is amended by deleting such section in its entirety and replacing it with the following: “(v) a reduction in output as ordered under Dispatch Down Periods; or.”
- d. Section 7.3(iii) of the Confirmation is amended by deleting such section in its entirety and replacing it with the following: “(iii) during Dispatch Down Periods (except that Buyer shall not be excused from paying for the Product as required under Section 17.0 during periods of Economic Dispatch Down).”
- e. Section 7.4 of the Confirmation is amended by deleting such section in its entirety.
- f. Section 14.4 of the Confirmation deleting the final sentence of such section in its entirety and replacing it with the following: “For the avoidance of doubt, Forced Outage shall not include instances when the Facility is subject to a Dispatch Down Period.”
- g. Section 16.1 of the Confirmation is amended by replacing such section in its entirety with the following:

(a) VER Forecasting Program Requirements. Seller shall cause the Facility to become a Participating Intermittent Resource including executing all necessary documents to become a Participating Intermittent Resource. Seller shall be responsible for all CAISO forecasting fees and related charges associated with the Facility becoming a Participating Intermittent Resource and participating in the VER Forecasting Program. Seller and Buyer shall comply with the VER Forecasting Program, and all additional protocols issued by the CAISO relating to Participating Intermittent Resources, including the VER Forecasting Program, for the Delivery Term. Seller shall provide Buyer with a copy of the notice from the CAISO certifying the Facility as a Participating Intermittent Resource. In the event that the VER Forecasting Program or the CAISO Tariff and/or any protocols relating thereto are changed, amended, modified replaced or terminated, Seller and Buyer agree to comply with such revisions and, to the extent practical, to implement such revisions in a manner that maintains the relative economic positions of the Parties as of the date of this Agreement.

- h. Section 16.2 of the Confirmation is amended by replacing such section in its entirety with the following:

(i) Buyer as Scheduling Coordinator for the Facility. Upon initial synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of the Product at the Delivery Point. At least thirty (30) days prior to the initial synchronization of the Facility to the CAISO Grid, Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer as Seller's Scheduling Coordinator for the Facility effective as of initial synchronization of the Facility to the CAISO Grid. On and after initial synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as Seller's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as Seller's Scheduling Coordinator unless agreed to by Buyer. Buyer (as Seller's SC) shall submit Schedules to the CAISO based on the final Schedule developed in accordance with this Agreement, the operating procedures developed by the Parties pursuant to Section 13.0, and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, or real time basis, as determined by Buyer. Buyer (as Seller's SC) shall submit Schedules and any updates to such Schedules to the CAISO based on the most current forecast of Delivered Energy consistent with the VER Forecasting Program whenever the VER Forecasting Program is available, and consistent with Buyers' best estimate based on the information reasonably available to Buyer including Buyer's forecast whenever the VER Forecasting Program is not available (the energy reflected in such Schedules and updates is "Scheduled Energy"). In all cases, consistent with its Economic Dispatch Down curtailment rights, Buyer (as the Scheduling Coordinator) may, or may direct the third party Scheduling Coordinator to, submit a self-schedule or an economic bid in the applicable CAISO market in order to Schedule the Product with the CAISO.

- i. Section 16.11 of the Confirmation is amended by replacing such section in its entirety with the following:

(e) Daily Delivery Schedules. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, Seller shall provide Buyer with a non-binding forecast of the Facility's available capacity (or if the VER Forecasting Program is not available for any reason, the expected Delivered Energy) for each hour of the immediately succeeding day ("Day-Ahead Forecast"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include Schedules for the immediate day, each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the Facility's available capacity (or if the VER Forecasting Program is not available for any reason, the expected Delivered Energy). Seller may not change such Schedule past the deadlines

provided in this section except in the event of a Forced Outage or Schedule change imposed by Buyer or the CAISO, in which case Seller shall promptly provide Buyer with a copy of any and all updates to such Schedule indicating changes from the then-current Schedule. These notices and changes to the Schedules shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein, then for such unscheduled delivery period only Buyer shall rely on the delivery Schedule provided in the Monthly Delivery Forecast or Buyer's best estimate based on information reasonably available to Buyer and Seller shall be liable for Scheduling and delivery based on such Monthly Delivery Forecast or Buyer's best estimate.

- j. Section 17.0 of the Confirmation is amended by replacing such section in its entirety with the following:

17.0 Dispatch Notices.

(a) General. Seller shall adjust delivery amounts as directed by the CAISO, the Participating Transmission Owner, Buyer, or a Transmission Provider during any Dispatch Down Period.

(b) System Requirements. Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary (i) for Seller to respond and follow instructions, including an electronic signal conveying real time instructions, to operate the Facility as directed by the Buyer and/or the CAISO, including to implement a System Dispatch Down or an Economic Dispatch Down in accordance with the then-current methodology used to transmit such instructions as it may change from time to time, and (ii) for Buyer and/or the CAISO to control the quantity of Product generated by the Facility in order to implement a System Dispatch Down or an Economic Dispatch Down, in each case, in accordance with the then-current methodology used to transmit such instructions as it may change from time to time. As of the effective date of the Eighth Amendment to this Agreement, the systems required to comply with clause (i) include at a minimum the CAISO's Automatic Dispatch System (as described in the CAISO website) and the systems required to comply with clause (ii) include at a minimum the CAISO'S Application Programming Interfaces (as described in the CAISO website). If at any time during the Delivery Term Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies, Seller shall take all commercially reasonable steps necessary to become compliant as soon as possible. For the avoidance of doubt, an order directing a Dispatch Down Period via such systems and facilities shall have the same force and effect on Seller as any other form of communication. If an electronic submittal is not possible, Buyer and/or the CAISO may provide Dispatch Notices by (in order of preference) electronic mail, telephonically, or facsimile transmission to Seller's personnel designated to receive such communications, as provided by Seller in writing and Seller shall

maintain communications systems necessary to permit such transmittal of Dispatch Notices. The Parties shall describe with more specificity the Economic Dispatch Down process (including the automated communication process for Dispatch Notices) in the operating procedures developed by the Parties pursuant to Section 13 above.

(c) Economic Dispatch Down. Seller shall use commercially reasonable efforts to achieve the installation, operation and testing of the communications software and related equipment described in this Section 17.0(b) (the “Readiness Condition”) by November 30, 2017. After the achievement of the Readiness Condition, each of Buyer and the CAISO has the right to order Seller to curtail deliveries of Energy from the Facility to the Delivery Point for Economic Dispatch Down purposes, seven days per week and 24 hours per day (including holidays), for no more than 20% of the annual estimated Output set forth in the table in Section 3.1 above each Contract Year, by providing Dispatch Notices and updated Dispatch Notices to Seller electronically via the communications systems described in Section 17.0(b), subject to the requirements and limitations set forth in this Agreement, including the operating procedures described in Section 13 above and the minimum operating capacity and other operating restrictions set forth in Exhibit I. Each Dispatch Notice will be effective unless and until Buyer (or the CAISO) modifies such Dispatch Notice by providing Seller with an updated Dispatch Notice. In addition to any other requirements set forth or referred to in this Agreement, all Dispatch Notices and updated Dispatch Notices will be made in accordance with the timelines as specified in the CAISO Tariff. Seller agrees to adjust the Facility’s Delivered Energy as set forth in a Dispatch Notice that meets the requirements of Economic Dispatch Down.

(i) Buyer Payments. After the achievement of the Readiness Condition, Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which any such Economic Dispatch Down occurred an amount equal to the positive difference, if any, of (Y) the product of the Energy Price, times the weighted average TOD Factor for such period of Economic Dispatch Down, times the amount of Deemed Delivered Energy resulting from such Economic Dispatch Down, minus (Z) if Seller resells any of the Deemed Delivered Energy (without being obligated to do so, notwithstanding any other provision of the Agreement), the product of the positive value of the Sales Price, if received, times the amount of Deemed Delivered Energy resulting from such Economic Dispatch Down that Seller resells.

(ii) Failure to Comply. Irrespective of the Seller Penalty Threshold and anything else to the contrary in Section 16.4 of this Confirmation, after the achievement of the Readiness Condition, if Seller fails to comply with a Dispatch Notice in connection with an Economic Dispatch Down, then, for the deviation between the Delivered Energy and the amount set forth in such Dispatch Notice, Seller shall pay Buyer an

amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for any Delivered Energy in excess of the amount set forth in the Dispatch Notice (for example, the Energy Price adjusted by TOD Factors), (B) is all Imbalance Energy costs or charges (excluding any revenues or credits), and (C) is any penalties or other charges resulting from Seller's failure to comply with such Dispatch Notice. For the avoidance of doubt, the remedy for the Seller's failure to comply to a Dispatch Notice shall be as set forth in this Section 17.0, and such failure shall not be treated as a Seller failure to perform pursuant to Section 7.3.

- k. The Confirmation is amended by adding the following new Section 18.5 and Section 18.6 thereto:

18.5 Meteorological Station. Seller, at its own expense, shall install and maintain such stand-alone meteorological stations at the Project as may be required under the VER Forecasting Program and the CAISO Tariff to monitor and report weather data to both the CAISO and Buyer's weather station data collection system. Each station shall be equipped with instruments and equipment that meet the specifications of the VER Forecasting Program and shall measure, collect, record, format, and communicate the data required under the VER Forecasting Program. Seller shall submit to Buyer for review and approval, which shall not be unreasonably withheld, its technical specifications for the meteorological station along with a site plan showing the location of the station within the Project. Seller shall correct any problems with such equipment as soon as practicable.

18.6 CAISO Systems Access. Buyer (as the Scheduling Coordinator) or the designated third party Scheduling Coordinator (in accordance with Buyer's directions) shall provide Seller with read-only digital certificates for both Market Participant Portal (MPP) and Application Programming Interface (API) access to the following CAISO applications (or their successor applications): (a) Automated Dispatch System (ADS); (b) Customer Market Results Interface (CMRI); and (c) Market Results Interface - Settlements (MRI-S); provided, however, that Access Control List (ACL) functionality (or similar resource specificity functionality) has been implemented by the CAISO for each respective application in order to limit Seller's access to data and information pertaining to only the Facility.

- l. The Agreement is amended by adding a new Exhibit I thereto in the form of Exhibit I attached hereto, which shall apply after the achievement of the Readiness Condition.

3. Miscellaneous.

- a. Each Party expressly reserves all of its respective rights and remedies under the Agreement.



- b. Except as expressly set forth in this Eighth Amendment, the Agreement remains unchanged and in full force and effect.
- c. The terms and provisions hereof shall be binding on, inure to the benefit of, and be enforceable by, the successors and assigns of the Parties, whether so expressed or not. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this Eighth Amendment, except as provided in Section 10.5 of the Master Agreement.
- d. If any provision of this Eighth Amendment is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.
- e. THIS EIGHTH AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- f. This Eighth Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Eighth Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Eighth Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Eighth Amendment as to the Parties and may be used in lieu of the original Eighth Amendment for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.
- g. Each Party represents and warrants that the execution, delivery and performance of this Eighth Amendment are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it, and that the person who signs below on behalf of that Party has authority to execute this Eighth Amendment on behalf of such Party and to bind such Party to this Eighth Amendment.
- h. This Eighth Amendment sets forth the entire agreement of the Parties with respect to the subject matter herein, and supersedes all previous understandings, written or oral, with respect thereto.
- i. This Eighth Amendment may not be amended, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument executed by each Party.
- j. This Eighth Amendment is the result of negotiation and each Party has participated in its preparation and negotiation. Accordingly, any rules of

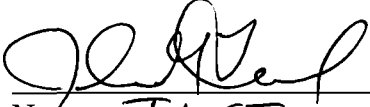
construction that direct an ambiguity to be resolved against the drafting Party shall not be employed in the interpretation of this Eighth Amendment.

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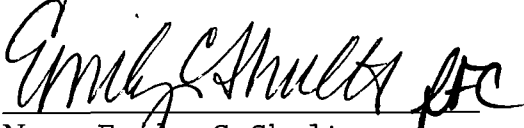
IN WITNESS WHEREOF the Parties hereto have caused this Eighth Amendment to be duly executed as of the effective date of this Eight Amendment.

CAMPO VERDE SOLAR, LLC, a Delaware  
limited liability company

By: Southern Turner Renewable Energy, LLC,  
its sole member

By:   
Name: John G. Trewick  
Title: COO

SAN DIEGO GAS & ELECTRIC  
COMPANY,  
a California corporation

By:   
Name: Emily C Shults  
Title: VP - Electric Procurement

## **EXHIBIT I**

### **FACILITY OPERATING RESTRICTIONS**

Operational characteristics of the Facility must be equal to or greater than the resource flexibility reflected in the resource Master File, as such term is defined in the CAISO Tariff. Buyer may request that CAISO modify the Master File for the Facility to reflect the findings of a CAISO audit of the Facility and to ensure that the information provided by Seller is true and accurate. Seller agrees to coordinate with Buyer and any third party Scheduling Coordinator to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Facility are accurate and are actually based on physical characteristics of the resource. The Parties agree to make reasonable modifications to this Exhibit I to modify existing operating restrictions or add additional operating restrictions that may be necessary to address changes in the CAISO Tariff or applicable Law applicable to the Products provided from this Facility.

- Nameplate capacity of the Facility: 139 MW<sub>ac</sub>
- Minimum operating capacity: 10 MW<sub>ac</sub>
- Advance notification required for a Dispatch Notice: 5 minutes
- Ramp Rate: 13.9 MW<sub>ac</sub>/minute