

FIRST AMENDMENT
to
POWER PURCHASE AGREEMENT

This First Amendment to Power Purchase Agreement (the "Amendment") is made and entered into by San Diego Gas & Electric Company ("Buyer"), a California corporation, and Arlington Valley Solar Energy II, LLC ("Seller"), a Delaware limited liability company, as of January 20, 2016.

RECITALS

- A. Seller, Buyer and LS Power Associates, L.P. (as to Section 5.9 only) are Parties to that certain Power Purchase Agreement, dated as of June 3, 2011 (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 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. Effectiveness of this Amendment. This Amendment is in full force and effect on the date hereof.
- 3. Amendments.
 - a. Section 1.1 of the 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):

"Amendment Date" means the date that the First Amendment to Power Purchase Agreement dated January 20, 2016 was executed by all Parties thereto.

"Applicable Settlement Intervals" means those CAISO settlement intervals in the applicable month (or months) that are not impacted by Planned Outage,

Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault and where the amount of Delivered Energy during such settlement interval is equal to or greater than the product of the duration of such settlement interval times the minimum operating capacity of the Project set forth in Exhibit I attached hereto.

“Corrected Delivery Forecast” means, for any period, the product of the Correction Factor for such period times the Delivery Forecast for such period.

“Correction Factor” means, for each month, the ratio of (i) the sum of all Delivered Energy for such month actually delivered during CAISO settlement intervals where there was no Planned Outage, Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault (i.e., all Delivered Energy during such month less all Delivered Energy during settlement intervals in such month where such events occurred), divided by (ii) the sum of all energy forecasted to be delivered under the Delivery Forecast during CAISO settlement intervals in such month where there was no Planned Outage, Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault (i.e. all Delivered Forecast energy during such month less all Delivered Forecast energy during settlement intervals in such month where such events occurred). In any month or months in which there are less than 360 hours of Applicable Settlement Intervals, data from earlier months (until the hour amount above is achieved) shall be included to determine the Correction Factor.

“Deemed Delivered Energy” means the amount of Delivered Energy that Seller could reasonably have delivered to Buyer but was directed not to deliver, or was prevented from delivering, to Buyer by reason of Economic Dispatch Down. The quantity of Deemed Delivered Energy shall be equal to (a) the Corrected 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 actually scheduled under Economic Dispatch Down as specified in the Dispatch Notice during such periods, and less any amount of Energy that was not delivered due to a concurrent Planned Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault, but only to the extent the Corrected 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 Corrected 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 directed not to deliver, or was prevented from delivering, to Buyer as a result of Economic Dispatch Down as determined by Buyer and Seller based on actual meteorological data from the Project with respect to the periods in question or, if no actual meteorological data is available, in a commercially reasonable manner, which amount shall not include any amount of Energy that was not delivered due to a concurrent Planned Outage, Forced Outage, Force Majeure, System Dispatch Down and/or CAISO fault.

“Delivery Forecast” means the forecast of the Energy expected to be produced by the Project 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. As of the Execution Date, such Delivery Forecast is the CAISO forecast generated through its Resource Specific VER Forecast Usage Report.

“Dispatch Down Period” means the period of curtailment of delivery of Product from the Project 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 Project 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 Project that is the result of curtailment where Buyer (as the Scheduling Coordinator) or a third party Scheduling Coordinator (in accordance with Buyer’s directions) either submits a self-schedule or an economic bid in the applicable CAISO market or fails to submit any 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 Planned Outage, Forced Outage, Force Majeure, System Dispatch Down and/or CAISO fault.

“Operating Procedures” means the operating procedures developed by the Parties pursuant to Section 3.10.

“System Dispatch Down” means curtailment of delivery of Product from the Project resulting from (a) curtailment ordered by the CAISO (whether directly or through the Scheduling Coordinator or the Participating Transmission Owner) (specifically of the Project or a portion thereof or, if not specific to the Project, specifically to Buyer in its role as Scheduling Coordinator (rather than its role as Participating Transmission Owner or distribution operator) and implemented by Buyer in a non-discriminatory manner), for any reason, including, but not limited to, 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; (b) curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) (specifically of the Project or a portion thereof or, if not specific to the Project, specifically to Buyer in its role as Scheduling Coordinator (rather than its role as Participating Transmission Owner or distribution operator) and implemented by Buyer in a

non-discriminatory manner), 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 or distribution operator (if interconnected to distribution or sub-transmission system) (specifically of the Project or a portion thereof or, if not specific to the Project, specifically to Buyer in its role as Scheduling Coordinator (rather than its role as Participating Transmission Owner or distribution operator) and implemented by Buyer in a non-discriminatory manner), as a result of scheduled or unscheduled maintenance or construction on the Participating Transmission Owner's transmission facilities or distribution operator's facilities (if interconnected to distribution or sub-transmission system) that prevents the delivery or receipt of Delivered Energy to or at the Delivery Point, (d) curtailment of the Project required in accordance with Seller's obligations under its interconnection agreement with its Interconnection Provider, or (e) curtailment ordered by the Native Balancing Authority or a Transmission Provider of Seller where Seller has contracted for firm transmission, or equivalent arrangements in Buyer's reasonable judgment, with such Transmission Provider for the Product to be delivered to the Delivery Point and such curtailment is due to any reason similar to those for which curtailment might be ordered or directed by the CAISO or a Participating Transmission Owner or distribution operator under clauses (a) through (c) above; 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 1.1 of the Agreement is further amended by deleting the definition of "PIRP" or "Participating Intermittent Resource Program" in its entirety where it appears therein.
- c. The last sentence of Section 3.1(f) of the Agreement is amended by inserting the phrase "or a unexcused failure by Buyer to Schedule, receive, and pay for Product under Section 3.1(h)(ii)" after the words "Event of Default of Buyer".
- d. Section 3.3(a) of the Agreement is amended by replacing such section in its entirety with the following:

(a) VER Forecasting Program Requirements. The intent of this Agreement is that the Project shall be a certified Participating Intermittent Resource. As soon as reasonably practicable after the Amendment Date, Seller shall cause the Project to become certified as a Participating Intermittent Resource

including negotiating and 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 Project becoming a Participating Intermittent Resource and participating in the VER Forecasting Program. Seller shall provide Buyer with a copy of the notice from the CAISO certifying the Project as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following certification and whenever applicable, 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. 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.

- e. Section 3.3(b)(i) of the Agreement is amended by replacing such section in its entirety with the following:

(i) Buyer as Scheduling Coordinator for the Project. Upon initial synchronization of the Project 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 Project for both the delivery and the receipt of the Product at the Delivery Point. While it is Scheduling Coordinator, Buyer shall perform all duties of a Scheduling Coordinator under the CAISO Tariff and, from and after the Amendment Date, the VER Forecasting Program for and on behalf of Seller and the Project, as well as all duties of the Scheduling Coordinator under the Dynamic Scheduling Agreement. Except as specifically set forth herein, Seller shall owe no fees to Buyer or Buyer's qualified third party designee for providing services as Scheduling Coordinator. At least thirty (30) days prior to the initial synchronization of the Project 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 Project effective as of initial synchronization of the Project to the CAISO Grid. On and after initial synchronization of the Project to the CAISO Grid, until this Agreement has been terminated, 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 Buyer fails to perform its duties as Scheduling Coordinator or as otherwise agreed to by Buyer. Buyer (as Seller's SC) shall submit Schedules to the CAISO for Product on a day-ahead, hour-ahead, or real time basis, as determined by Buyer, consistent with the Project's available capacity, the Operating Procedures, and the applicable CAISO Tariff, protocols and Scheduling practices. 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 (from and after the Amendment Date) with the VER Forecasting Program whenever the VER Forecasting Program is available, and

consistent with Buyers' best estimate of the amount of Energy that will be generated by the Project based on the information reasonably available to Buyer including Buyer's forecast whenever the VER Forecasting Program is not available. In all cases, consistent with its Economic Dispatch Down curtailment rights and obligations, and subject to the Project operating restrictions set forth in Exhibit I and the Operating Procedures, 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.

- f. Section 3.3(b)(iii) of the Agreement is amended by replacing such section in its entirety with the following:

(iii) CAISO Costs and Revenues. Except as otherwise set forth below, in Section 3.4(c)(ii), and elsewhere in this Agreement, Buyer (as Seller's SC) shall be responsible for all CAISO costs (including penalties, Negative Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Positive Imbalance Energy revenues or costs, and other payments) as the Scheduling Coordinator for the Project, including revenues associated with CAISO dispatches, bid cost recovery, inter-SC trade credits, or other credits in respect of the Product Scheduled or delivered from the Project; provided, however, that Seller shall be responsible for all Non-Availability Charges and shall be entitled to all Availability Incentive Payments related to the Project. Seller shall be responsible for all CAISO charges or penalties (including without limitation all Imbalance Energy costs) incurred by Buyer each month only as a consequence of the Seller not notifying the CAISO and Buyer (as Seller's SC) of outages or other unavailability of Project capacity in a timely manner (in accordance with the CAISO Tariff with respect to notifying the CAISO and as set forth in Section 3.7 and the Operating Procedures with respect to notifying Buyer) or any other failure by Seller to abide by the CAISO Tariff (except where such non-compliance is caused by Buyer's failure to perform its obligations hereunder as Seller's SC), including without limitation uninstructed deviation penalties resulting therefrom. Seller shall also be responsible for CAISO charges or penalties described in Section 3.4(c)(ii), if applicable. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Project or Buyer as Scheduling Coordinator due to the Seller not notifying the CAISO and Buyer (as Seller's SC) of outages or other unavailability of Project capacity in a timely manner (in accordance with the CAISO Tariff with respect to notifying the CAISO and as set forth in Section 3.7 and the Operating Procedures with respect to notifying Buyer) or any other failure by Seller to abide by the CAISO Tariff (except where such non-compliance is caused by Buyer's failure to perform its obligations hereunder as Seller's SC), the cost of the sanctions or penalties shall be the Seller's responsibility.

- g. Section 3.3(e) of the Agreement 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 Project's available capacity (or if Buyer has notified Seller that the VER Forecasting Program is not available for any reason, a non-binding forecast of 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 Project's available capacity (or if the VER Forecasting Program is not available for any reason, the expected Delivered Energy). If the Day-Ahead Forecast was of the Project's available capacity (as opposed to expected Delivered Energy), Seller may not change such Day-Ahead Forecast past the deadlines provided in this section except in the event of a Forced Outage (including any restoration of capacity after a Forced Outage has been remedied), Force Majeure event (including any restoration of capacity after a Force Majeure event has been remedied), Dispatch Down Periods, Dispatch Notice 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 Day-Ahead Forecast indicating changes from the then-current Day-Ahead Forecast. These notices and changes to the Day-Ahead Forecast 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 most recent Day-Ahead Forecast provided by Seller, and Seller shall be liable for Energy deviations only to the extent provided in Section 3.3(b)(iii).

- h. Section 3.4 of the Agreement is amended by replacing such section in its entirety with the following:

3.4. Dispatch Notices.

(a) General. Seller shall adjust delivery amounts as directed by the CAISO, the Participating Transmission Owner, the Native Balancing Authority, the Interconnection Provider, 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 Project 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 Project 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 Execution Date, 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 requirements in the CAISO Tariff, Seller shall take all commercially reasonable steps necessary to become compliant as soon as possible. Seller shall be liable pursuant to Section 3.4(c)(ii) for failure to comply with an order directing a Dispatch Down Period, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies if Seller has failed to take commercially reasonable steps necessary to become compliant with the then current requirements in the CAISO Tariff. 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 or 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 3.10.

(c) Economic Dispatch Down. From and after the Amendment Date, each of Buyer and the CAISO has the right to order Seller to curtail deliveries of Energy from the Project to the Delivery Point for Economic Dispatch Down purposes, seven days per week and 24 hours per day (including holidays), by providing Dispatch Notices and updated Dispatch Notices to Seller electronically via the communications systems described in Section 3.4(b), subject to the requirements and limitations set forth in this Agreement, including the Project operating restrictions set forth in Exhibit I and the Operating Procedures, and Seller agrees to adjust the Project's Delivered Energy as set forth in a Dispatch Notice that meets the requirements of Economic Dispatch Down; provided, however, that the total amount of Product that may be curtailed as Economic Dispatch Down may not exceed 100,000 MWh in the aggregate in any Contract Year (with no carryover of any unused amount to the next Contract Year). 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.

(i) Buyer Payments. On and after the Commercial Operation Date; 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 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.

(d) Failure to Comply. If Seller fails to comply with a proper Dispatch Notice directing a Dispatch Down Period (including an Economic Dispatch Down) that complies with this Agreement, the Project operating restrictions described in Exhibit I, and the Operating Procedures, then, for the deviation between the Delivered Energy and the amount set forth in the 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), and (B) is all Imbalance Energy costs or charges assessed by the CAISO (excluding any revenues or credits), and (C) is any CAISO penalties or other CAISO charges resulting from Seller's failure to comply with the Dispatch Notice.

- i. Section 3.6(c) of the Agreement is amended by replacing such section in its entirety with the following:

(c) 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.

- j. The first sentence of Section 4.1(c) is amended by inserting the phrase "in addition to the payment for Economic Dispatch Down under Section 3.4(c)(i)," before the word "Buyer" in the first line of that section.
- k. The Agreement is amended by adding a new Exhibit I thereto in the form of Exhibit I attached hereto.

4. Miscellaneous.

- a. Except as expressly set forth in this Amendment, the Agreement remains unchanged and in full force and effect. From and after the date of this Amendment, references to the Agreement shall be understood to mean the Agreement as amended by this Amendment.

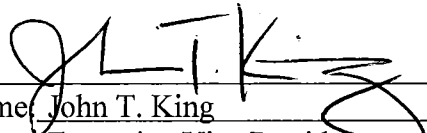
- b. The terms and provisions hereof shall be binding on, inure to the benefit of, and be enforceable by, the successors and assigns of the Parties, whether so expressed or not. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this Amendment, except as provided in Section 13.2 of the Agreement.
- c. If any provision of this 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.
- d. THIS 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.
- e. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original 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.
- f. Each Party represents and warrants that the execution, delivery and performance of this 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 Amendment on behalf of such Party and to bind such Party to this Amendment.
- g. This Amendment, together with the Agreement, 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.
- h. This 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.
- i. This 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 Amendment.

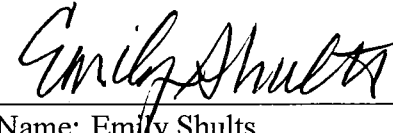
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IN WITNESS WHEREOF the Parties hereto have caused this Amendment to be duly executed as of the date first above written.

ARLINGTON VALLEY SOLAR ENERGY II,
LLC
a Delaware limited liability company

SAN DIEGO GAS & ELECTRIC COMPANY
a California corporation

By: 
Name: John T. King
Title: Executive Vice President

By:  *sc*
Name: Emily Shults
Title: VP, Electric and Fuel
Procurement

LS Power Associates, L.P. hereby consents to this Amendment.

LS POWER ASSOCIATES, L.P.,
a Delaware limited partnership

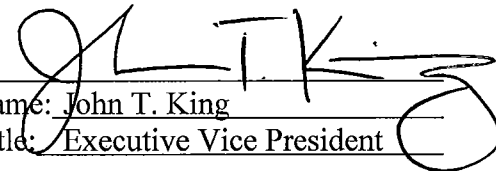
By: 
Name: John T. King
Title: Executive Vice President

EXHIBIT I

PROJECT OPERATING RESTRICTIONS

Operational characteristics of the Project for Dispatch Notices, 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. Seller shall conform the Master File for the Project to reflect the findings of a CAISO audit of the Project and make such additional modifications thereto as necessary to reflect accurate information about the Project. 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 Project 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 Project.

- Nameplate capacity of the Project: 127 MW
- Minimum operating capacity: 10 MW
- Advance notification required for a Dispatch Notice: 2.5 minutes
- Ramp Rate: 345 MW/minute