

## **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT**

This FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (“First Amendment”) is entered into effective as of March 20, 2013 (“First Amendment Effective Date”) by and among San Diego Gas & Electric Company (“SDG&E” or “Buyer”) and CSOLAR IV South, LLC (“Seller”). SDG&E and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Buyer and Seller entered into a Power Purchase Agreement dated as of November 10, 2010 (the “Agreement”).

**WHEREAS**, Buyer and Seller now desire to amend the Agreement, under the terms and conditions set forth in this First Amendment.

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

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement.

1. Definitions. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement.
2. Amendment.
  - a. The definition of “Delivered Energy” shall be amended by deleting the words “at the CAISO revenue meter of the Project” in such definition and replacing them with the words “at each of the CAISO revenue meters of the Project”.
  - b. The definition of “Electrical Losses” shall be amended by deleting the words “between the CAISO revenue meter and the Delivery Point” in such definition and replacing them with the words “between the relevant CAISO revenue meter and the Delivery Point”.
  - c. Section 3.6(a) of the Agreement shall be deleted in its entirety and replaced with the following:

“(a) CAISO Revenue Meter. All output from the Project per the terms of this Agreement must be measured by two (2) CAISO revenue meters and these meters must be dedicated exclusively to the Project described herein. Such CAISO revenue meters may be located at the Delivery Point or at or near the Project, as approved by CAISO. All Product purchased under this Agreement must be measured by the Project’s CAISO revenue meters to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment reasonably necessary to accommodate the Project. In addition, Seller hereby agrees to provide all meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the meter reads from the CAISO meter reporting website and/or directly from the CAISO meter(s) at the Project site. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised monthly invoices, pursuant to Section 6.2, covering the entire applicable time period in order to conform fully such adjustments to the meter data. Seller shall submit any such revised invoice no later than thirty (30) days from the date on which the CAISO provides to Seller such binding adjustment to the meter data.”

3. Miscellaneous.


- a. Except as expressly set forth in the First Amendment, the Agreement remains unchanged and in full force and effect.
- 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. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this First Amendment, except in connection with an assignment of the Agreement as permitted thereunder.
- c. If any provision of this First 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 FIRST 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. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS FIRST AMENDMENT.
- e. This First Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this First Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.
- f. Each Party represents and warrants that the execution, delivery and performance of this First 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 First Amendment on behalf of such Party and to bind such Party to this First Amendment.
- g. This First 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.
- h. This First 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 First 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 First Amendment.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have read this First Amendment, understand it and agree to be bound by its terms.


CSOLAR IV SOUTH, LLC

By: 

Name: DAVID W. KIRKWOOD

Its: VICE PRESIDENT & TREASURER

SAN DIEGO GAS & ELECTRIC COMPANY

By: 


Name: Matt Burkhardt

Its: VP, Electric & Fuel Procurement

Approved as to legal form: \_\_\_\_\_

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