

## FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This FIRST AMENDMENT TO POWER PURCHASE AGREEMENT ("First Amendment") is entered into effective as of November 30, 2011 ("First Amendment Effective Date") by and among San Diego Gas & Electric Company ("SDG&E" or "Buyer") and Catalina Solar, 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 June 3, 2011 (the "Agreement").

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

**1.0 Conditions Precedent.** Section 2.3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

**CPUC Approval.** No later than January 15, 2012, Buyer shall have obtained CPUC Approval. Prior to this deadline, should the CPUC issue an order approving this Agreement with conditions or modifications that materially alter the commercial aspect of this Agreement, the Parties agree to use good faith efforts to renegotiate this Agreement and file the amended agreement with the CPUC seeking approval thereof. If, within sixty (60) days, no agreement is reached, either Party may terminate this Agreement upon delivery of Notice to the other Party."

**2.0 Failure to Meet All Conditions Precedent.** Section 2.4(a)(iii) shall be deleted in its entirety and replaced with the following:

"Seller shall be the sole beneficiary of the Conditions Precedent set forth in Sections 2.3(b)(ii) and in order for a waiver of non-satisfaction of such Conditions Precedent to be effective, Seller alone must waive (in its sole discretion) non-satisfaction by the deadline date therefor."

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

[Signatures appear on the next page]

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


Seller: Catalina Solar, LLC

By:  \_\_\_\_\_

Name: Tristan Grimbert

Its: President & CEO

Buyer: SAN DIEGO GAS & ELECTRIC COMPANY

By:  \_\_\_\_\_

Name: Matt Burkhart

Its: VP, Electric & Fuel Procurement

Approved as to legal form: Q.S.