

**FIRST AMENDMENT**  
to  
**POWER PURCHASE AGREEMENT**

This First Amendment to Power Purchase Agreement (the "First Amendment") is made and entered into by San Diego Gas & Electric Company ("Buyer"), a California corporation, and Imperial Valley Solar 1, LLC ("Seller"), a Delaware limited liability company, as of October 30, 2015.

**RECITALS**

- A. Seller (as assignee of 82LV 8me, LLC pursuant to that certain Assignment and Assumption Agreement of Power Purchase Agreement, dated as November 9, 2012, by and among Seller, 82LV 8me, LLC, and Buyer) and Buyer are Parties to that certain Power Purchase Agreement, dated as of February 3, 2012 (as amended, modified, or supplemented from time to time, 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. Beginning in May of 2014, Buyer and Seller have been cooperating to schedule the Project (as defined in the Agreement) in accordance with the revised CAISO Tariff and the Economic Dispatch Down provisions of Section 3.4(b)(i) of the Agreement.
- D. The CAISO has acknowledged that its program for forecasting the energy production from variable energy resources like the Project was not functioning correctly during part of this time resulting in CAISO forecasts for the Project that were too low and the dispatch of the Project at less than its full generational capacity.
- E. Seller and Buyer now desire to amend the Agreement in order to resolve the invoicing associated with the Parties' implementation of Economic Dispatch Down and to clarify the operating procedures and certain related matters involving Economic Dispatch Down consistent with the new scheduling procedures in the CAISO Tariff revisions, as set forth in this First 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 First Amendment. The effectiveness of this First Amendment is conditioned upon the following:

- a. The CPUC shall have issued an order without conditions or modifications that are unacceptable to either of the Parties, in their sole discretion, which order shall be final and non-appealable, containing the following terms: (a) the CPUC approves this First Amendment in its entirety, including payments to be made by the Buyer under Section 4.a of this First Amendment, subject to CPUC review of the Buyer's administration of the Agreement (as modified by this First Amendment), and (b) the CPUC finds that any procurement pursuant to the Agreement (as modified by this First Amendment) is procurement from an Eligible Renewable Energy Resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable Law.

If any of the foregoing conditions precedent are not satisfied (or waived in writing by each of the Parties) on or before April 30, 2016 (without extension for Force Majeure or any other reason), then this First Amendment shall automatically terminate. Any such termination of this First Amendment shall not otherwise affect the Agreement, which shall remain in full force and effect (unmodified by this First Amendment).

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):

“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 500 total hours of CAISO settlement intervals that are not impacted by Planned Outage,

Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault, data from earlier months (until the hour quantity above is achieved) shall be included to determine the Correction Factor.

“Deemed Delivered Energy” means the amount of Energy that Seller could reasonably have delivered to Buyer but was instructed not to deliver or 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 any 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 prevented from delivering to Buyer as a result of Economic Dispatch Down as determined by Buyer and Seller in a commercially reasonable manner in accordance with the Operating Procedures, which amount shall not include any amount of Energy that was not delivered associated with any concurrent Planned Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault.

“Delivery Forecast” means the forecast of the Energy 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 periods. 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 valid schedule or bid (including rejection of any schedules or bids by the CAISO), 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 or being curtailed, 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 in accordance with Section 3.10.

“Performance Tolerance Band” means the “Performance Tolerance Band” set forth on Exhibit I attached hereto.

“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 other than a reason that would constitute Economic Dispatch Down, 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 (other than reasons that would constitute Economic Dispatch Down) 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, or (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, and (d) curtailment of the Project in accordance with Seller's obligations under its interconnection agreement with the Participating Transmission Owner or distribution operator; 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. 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. Seller shall cause the Project to become certified as a Participating Intermittent Resource as soon as reasonably practicable 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. 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, during 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.

- d. 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 for and on behalf of Seller and the Project. 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 and such failure has matured into an Event of Default or as otherwise 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 3.10, 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 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 the related obligations, and subject to the Project's operating restrictions set forth in Exhibit I, 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, but, to the extent such self-schedule or economic bid results in Economic Dispatch Down, buyer shall compensate Seller as provided in Section 3.4(c)(i).

- e. 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 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. Seller shall be responsible for all CAISO charges or penalties net of credits and payments (including without limitation all Imbalance Energy costs), in each case, resulting from the Seller not notifying the CAISO and Buyer (as Seller's SC) of

outages or other unavailability of Project capacity (which, for the avoidance of doubt, does not include any inaccuracy in Seller's forecast of expected Delivered Energy pursuant to Section 3.3(e) if the VER Forecasting Program is not available) in a timely manner (in accordance with the CAISO Tariff with respect to notifying the CAISO and as set forth in Section 3.7 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). The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges are the responsibility of the Seller and for Seller's account. 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 to 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 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), the cost of the sanctions or penalties shall be the Seller's responsibility.

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

(e) Daily Delivery Schedules. Beginning on the thirtieth (30th) day after Buyer gives Seller written notice to begin delivery of Day-Ahead Forecasts as provided in this Section 3.3(e), Seller shall provide Buyer the following Day-Ahead Forecasts. 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 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 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 Period, 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 or Buyer's best estimate based on information reasonably available to Buyer and Seller shall be liable for Energy deviations to the extent provided in Section 3.3(b)(iii).

- g. 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 reduce delivery amounts as directed by the CAISO, the Participating Transmission Owner, Buyer, or a Transmission Provider during any Dispatch Down Period. However, recognizing that the Project is an As-Available resource, Seller shall only be required to comply with any instructions to increase delivery amounts, whether in the form of a Dispatch Notice, revised Schedule, instruction to terminate a Dispatch Down, or otherwise, on an As-Available basis.

(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 methodologies (as set forth 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 not taken all commercially reasonable steps necessary to become compliant. 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 Commercial Operation 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; provided, however, that such Economic Dispatch Down curtailment shall be limited to a total quantity of not more than 15% of the Annual Contract Quantity per Contract Year, with no carryover of any unused amount to the next Contract Year. Subject to the foregoing limitation and the operating restrictions of the Project as 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.

(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. Seller agrees to adjust the Project's Delivered Energy as set forth in a Dispatch Notice that meets the requirements of Economic Dispatch Down, but Seller shall only be required to comply with a Dispatch Notice, Schedule or other instruction that directs an increase in the Project's output on an As-Available basis.

(ii) Failure to Comply. If there is any Imbalance Energy during any Dispatch Down Period (including any ramp down periods and ramp up periods, but subject to the operating restrictions set forth on Exhibit I) or if Seller otherwise fails to comply with a Dispatch Notice directing a Dispatch Down, then, for the deviation between the Delivered Energy and the amount set forth in the Dispatch Notice (including any Positive Imbalance Energy or Negative Imbalance Energy), 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 the Dispatch Notice, to the extent any such Dispatch Notice complies with the Operating Procedures and operating restrictions set forth in Exhibit I; provided that (x) Seller shall be deemed to have complied with a Dispatch Notice if Energy deliveries do not vary (plus or minus) from the targets set forth in the Dispatch Notice by more than the Performance Tolerance Band.

- h. 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.

- i. Section 6.1 of the Agreement is amended by replacing such section in its entirety with the following:

- 6.1 Billing and Payment. On or about the twentieth (20th) day of each month beginning with the second month of the first Contract Year and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from CAISO, necessary to verify the invoice; and (c) an invoice, in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with Article 4 (which may include preceding months), with all component charges and unit prices identified and all calculations used to arrive at invoiced amounts described in reasonable detail. Buyer shall pay the undisputed amount of such invoices on or before twenty (20) days after receipt of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date

will be deemed delinquent and will accrue interest at the Default Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by facsimile or e-mail.

- j. Section 12.3(i) of the Agreement is amended by deleting such section in its entirety.
- k. The Agreement is amended by adding a new Exhibit I thereto in the form of Exhibit I attached hereto.

4. Economic Dispatch Down Implementation Invoices.

- a. Invoices. Each of the Parties agrees that the invoices listed below implement a fair and reasonable methodology for allocating costs between the Parties in connection with their implementation of Economic Dispatch Down during the period from May 2014 to October 2014.

- i. Invoice No. IVS0514 EC for \$220,858.69
- ii. Invoice No. IVS0614 EC for \$1,365,895.03
- iii. Invoice No. IVS0714 EC for \$2,314,285.73
- iv. Invoice No. IVS0814 EC for \$188,157.12
- v. Invoice No. IVS0914 EC for \$10,499.72
- vi. Invoice No. IVS1014 EC for \$287,480.22

- b. CAISO Dispute. Each of the Parties agrees that as between Buyer and Seller, Buyer shall have the right to pursue any claim against the CAISO related to, arising from, or in connection with the CAISO's program for forecasting the energy production from the Project during the period from May 2014 to October 2014. Seller hereby assigns to Buyer all of its right, title, and interest to any claim against the CAISO related to, arising from, or in connection with the CAISO's program for forecasting the energy production from the Project during the period from May 2014 to October 2014. Buyer and Seller agree to execute all documents and instruments reasonably required and do all things reasonably necessary or desirable in order to implement the arrangements contemplated in this Section 4.b.

5. Miscellaneous.


- a. Except as expressly set forth in this 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, 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 First Amendment, except as provided in Section 13.2 of the Agreement.

- 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.
- 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. The exchange of copies of this First Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First 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 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 hereto have caused this First Amendment to be duly executed as of the date first above written.

IMPERIAL VALLEY SOLAR 1, LLC,  
a Delaware limited liability company

By:   
Name: Rebecca Cranna  
Title: Senior Vice President of Asset  
and Risk Management

SAN DIEGO GAS & ELECTRIC COMPANY  
a California corporation

By:   
Name: Emily Shults  
Title: Vice President – Electric and  
Fuel Procurement

## **EXHIBIT I**

### **PROJECT OPERATING RESTRICTIONS**

Operational characteristics of the Project for Dispatch Notices, which in each case 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 Project to reflect the findings of a CAISO audit of the Project 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 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: 200 MW
- Minimum operating capacity: 3 MW
- Advance notification required for a Dispatch Notice: 5 minutes
- Ramp Rate Down: 20 MW/minute
- Ramp Rate Up: 20 MW/minute (subject to availability of sufficient solar irradiation)
- Minimum Shut Down Time (at zero generation): 30 minutes
- Performance Tolerance Band: 2.0 MWh of production per each 5 minute interval