

**FIRST AMENDMENT
TO
POWER PURCHASE AGREEMENT
BETWEEN
SAN DIEGO GAS & ELECTRIC COMPANY AND
NRG SOLAR BORREGO I LLC**

This First Amendment to Power Purchase Agreement (this "Amendment") is made this 27th day of June, 2011, (the "Effective Date") by and between San Diego Gas & Electric Company, a California corporation ("Buyer") and NRG Solar Borrego I LLC, a Delaware limited liability company ("Seller"). Seller and Buyer each being sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties". All definitions used herein but not defined herein shall have the meanings set forth in the PPA (as defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Power Purchase Agreement, dated as of January 25, 2011 (the "PPA"); and

WHEREAS, the Parties desire to amend the PPA in order to adjust the Energy Price;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

AGREEMENT

Section 1. Amendments. The Parties agree to amend the PPA as follows:

1.1. Sections 2.3(a) and 2.3(b) of the PPA are hereby amended to delete the date "July 31, 2011" and replace such date with "September 30, 2011."

1.2. Section 2.3(c) and 2.3(d) of the PPA are hereby amended to delete the date "September 30, 2011" and replace such date with "November 30, 2011."

1.3. Section 4.1(a) of the PPA is hereby deleted in its entirety and replaced as follows:

"(a) Energy Price. The price for each MWh of Delivered Energy in each Contract Year shall be \$130.00, provided that the price shall be reduced

to \$129.25 for each MWh of Delivered Energy in each partial or full month that is delivered after the Standard Capacity Product Compliance Expenditure Cap or the Compliance Expenditure Cap has been exceeded with respect to such Contract Year or the Term, as applicable, or during any period in which the Project has been removed from Buyer's Resource Adequacy supply plan because the Standard Capacity Product Compliance Expenditure Cap has been exceeded ("Energy Price")."

1.4. Exhibit B is hereby deleted in its entirety and replaced with a new Exhibit B, attached hereto and incorporated herein.

Section 2. Further Assurance. Except as expressly set forth in this Amendment, the PPA remains unchanged and, so modified, the PPA shall remain in full force and effect.

Section 3. Severability. 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.

Section 4. Representations and Warranties. 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 the authority to execute this Amendment on behalf of such Party and to bind such Party to this Amendment.

Section 5. No Further Agreement. This Amendment sets for the entire agreement of the Parties with respect to the subject matter herein, and supersedes all previous understanding, written or oral, with respect thereto.

Section 6. Miscellaneous. 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 signed by the Parties. 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 maybe 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.

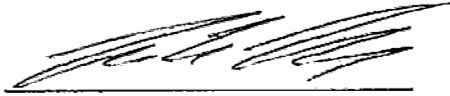
Section 7. Governing Law. This Amendment shall be governed by the laws of the State of California.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment.

Seller:

NRG Solar Borrego I LLC

By: 

Its: Vice President

Buyer:

San Diego Gas & Electric Company

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Amendment.

Seller:

NRG Solar Borrego I LLC

By: _____

Its: _____

Buyer:

San Diego Gas & Electric Company

By: Mark Buchanan

Its: VP - Electric and Fuel Procurement

APPROVED as to legal form G.S.

Exhibit B

MILESTONE SCHEDULE

<i>No.</i>	<i>Date</i>	<i>Milestones</i>
1.	Sept 30, 2011	Receives CEC Certification and Verification.
2.	Sept 30, 2011	Obtains control of all lands and rights-of-way comprising the Site.
3.	Nov. 30, 2011	Executes an Engineering, Procurement and Construction ("EPC") contract.
4.	Nov. 30, 2011	Receives all Governmental Approvals, including the <i>San Diego County Major Use Permit</i>
5.	Nov. 30, 2011	Completes financing.
6.	Dec. 31, 2011	Delivers full NTP under EPC contract and begins construction of the Project.
7.	Aug. 30, 2012	Begins startup activities.
8.	Aug. 30, 2012	Executes Meter Service Agreement and Participating Generator Agreement.
9.	Sept. 15, 2012	Achieves initial operation.
10.	Sept. 30, 2012	Demonstrates the Contract Capacity.
11.	October 1, 2012	Commercial Operation Date.