

**RESTATEMENT OF THE FIRST AMENDMENT TO POWER PURCHASE
AGREEMENT**

This RESTATEMENT OF THE FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (“First Amendment”) is entered into effective as of July 5, 2012 (“First Amendment Effective Date”) by and among San Diego Gas & Electric Company (“SDG&E” or “Buyer”) and Sol Orchard San Diego 23 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 April 11, 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.

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(b)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

“(i) No later than the earlier of (A) June 30, 2013, and (B) thirty (30) days after Seller has satisfied or waived the condition set forth in Section 2.3(b)(ii), Buyer shall have agreed to and approved of (in its sole discretion) the, deliverability, the in-service interconnection date and the costs to be incurred by Buyer for any required network upgrades and interconnection facilities reasonably necessary to enable the cost-effective and reliable delivery of Energy from the Project to Buyer’s load. Notwithstanding the foregoing, Buyer shall not agree to or approve of any reliability or deliverability network upgrade costs that in the aggregate total more than \$1,350,000.”

2.0 Obligations and Deliveries. Section 3.2 (a) of the Agreement shall be deleted in its entirety and replaced with the following:

“(a) Seller’s Transmission Service Obligations. During the Delivery Term, Seller shall arrange and be responsible for transmission service, including WDAT Services Agreement for Firm Point-to-Point Service as defined the WDAT, for delivery of the Product to and at the Delivery Point and bear all risks and costs associated with such transmission service, including, but not limited to, all Transmission Provider costs and charges, electric distribution and/or transmission losses, and any transmission and/or distribution outages or curtailment, except as provided otherwise in this Agreement in respect of Dispatch Down Periods. Seller shall fulfill all contractual, metering and applicable interconnection requirements, including those set forth in

Participating Transmission Owner's applicable tariffs, the CAISO Tariff and implementing CAISO standards and requirements, including, but not limited to, executing a WDAT small generator interconnection agreement with the deliverability study option marked applicable, Participating Generator Agreement and Meter Service Agreement so as to be able to deliver Energy to the CAISO Grid. Seller shall arrange for any interconnection agreement and such interconnection agreement is separate and not a part of this Agreement. If there are determined to be deliverability network upgrades which bring the combined cost for reliability network upgrades and deliverability network upgrades to an amount over \$675,000 then, without changing the Energy Price, Seller shall elect not to fund such deliverability network upgrades. If there are determined to be any deliverability network upgrades needed, but the combined cost of all network upgrades remains below \$1,350,000, Buyer can request, without changing the Energy Price, that Seller elect not to fund such deliverability network upgrades. If Seller elects to fund deliverability network upgrades that cause the cost of all network upgrades to exceed \$1,350,000 or after Buyer's request, Buyer shall have the right to declare a termination and Seller shall owe Buyer a Termination Payment."

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.

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

Seller: SOL ORCHARD SAN DIEGO 23, LLC

By: 

Name: Yumin Lin

Its: President

Buyer: SAN DIEGO GAS & ELECTRIC COMPANY

By: 

Name: Matt Burkhart

Its: VP, Electric & Fuel Procurement

Approved as to legal form: _____