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FIRST AMENDMENT OF POWER PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT OF POWER PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the Effective Date (defined below), by and between Pacific Gas and Electric Company ("Buyer") and El Dorado Energy, LLC ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Power Purchase and Sale Agreement between the Parties dated June 22, 2009 ("Agreement").

RECITALS

WHEREAS, the Parties have heretofore entered into the Agreement; and

WHEREAS, the Parties wish to amend the Agreement as set forth below; and

WHEREAS, capitalized terms defined in the Agreement are used in this Amendment as defined in the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The Agreement is hereby amended, and shall be effective on as of the last dated signature on the signature page hereto ("Effective Date") as follows:

A. Amendment to Section 3.1(e)(ii)(B): The proviso concluding the first sentence of Section 3.1(e)(ii)(B) of the Agreement shall be revised and amended to state as follows:

provided, however, that Seller shall not be entitled to pay Energy Shortfall Liquidated Damages after Seller has paid to Buyer, in the aggregate during the Project Delivery Term, Energy Shortfall Liquidated Damages for 108,423 MWh in Guaranteed Energy Shortfalls.

B. Amendment to Section 3.1(k)(iii): Section 3.1(k)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Metered Energy for such calendar month as evidenced by the Project's metered data.

C. Amendment to Section 3.4(c)(ii): The last sentence of Section 3.4(c)(ii) of the Agreement shall be deleted and replaced with the following sentence:

The Scheduling Coordinator shall make available or provide to each Party pertinent data associated with the Project's Resource

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ID, including meter data, schedules, and outages for purposes of ensuring compliance with the Agreement, the CAISO Tariff and all applicable Laws.

D. Miscellaneous.

1. Effect of Amendment. The Agreement, as modified by this Amendment, remains in effect in accordance with its terms. If there is any conflict between the Agreement and this Amendment, this Amendment shall control.

2. Entire Agreement. This Amendment along with the Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

3. Governing Law. This Amendment shall be governed by Section 10.12 of the Agreement. The Parties agree to comply with Article Twelve of the Agreement with respect to any dispute relating to this Amendment.

4. Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any term and provision of this Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Amendment or any part hereof.

5. Counterparts. This Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A signature provided via facsimile shall have the same effect as an original.

6. Any Amendments or Modifications. This Amendment may only be amended or modified in writing signed by each of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below. This Amendment shall not become effective as to either Party unless and until executed by both Parties.

EL DORADO ENERGY, LLC, a
limited liability company

**PACIFIC GAS AND ELECTRIC
COMPANY**
a California corporation

Signature: Joseph H. Rowley
Name: Joseph H. Rowley
Title: Vice President

sc 4/26/10

Date: April 26, 2010

Signature: Garrett P. Jeung
Name: Garrett P. Jeung
Title: Senior Director, Energy Supply
Management
Date: April 29, 2010