

EXECUTION VERSION

SECOND AMENDMENT TO POWER PURCHASE AGREEMENT

This SECOND AMENDMENT TO POWER PURCHASE AGREEMENT (this "Amendment") is made as of the Effective Date (defined below), by and between Pacific Gas and Electric Company ("Buyer") and Sun City Project LLC ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Power Purchase Agreement between the Parties dated as of December 24, 2009, as amended on June 29, 2010, (the "Agreement").

RECITALS

WHEREAS, the Parties have heretofore entered into the Agreement;

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 Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

I. Amendments to Agreement.

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

A. Amendments to Article I:

1. The definition of the term "Permitting Delay" shall be deleted in its entirety.
2. The definition of the term "Permitted Extensions" shall be deleted and replaced in its entirety with the following:

"Permitted Extensions" means extensions to either of the Guaranteed Project Milestones due to Transmission Delay or Force Majeure Construction Extension, as applicable to each Guaranteed Project Milestone pursuant to Section 3.9(c)(iii)(A) or (B), as applicable."

B. Amendments to Section 3.9(c)(iii)(A):

1. Section 3.9(c)(iii)(A)(I) shall be deleted and replaced in its entirety with the following:

“[Reserved]”.

2. The number “five hundred forty (540)” in Section 3.9(c)(iii)(A)(II) shall be changed to “ninety (90)”.

3. Section 3.9(c)(iii)(A)(III) shall be deleted and replaced in its entirety with the following:

“(III) three hundred sixty (360) days in the event of Force Majeure (“Force Majeure Construction Extension”) without regard to Transmission Delay; provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer’s written request; or”.

4. The final paragraph of Section 3.9(c)(iii)(A) shall be deleted and replaced in its entirety with the following:

“Notwithstanding the foregoing, if Seller claims a Force Majeure Construction Extension and Transmission Delay, such extensions cannot cumulatively exceed three hundred sixty (360) days and all Permitted Extensions taken shall be concurrent, rather than cumulative, during any overlapping days; and”.

II. Miscellaneous.

A. 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.

B. 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.

C. 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.

D. 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.

E. Counterparts. This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Amendment. Delivery of an executed counterpart of this Amendment by fax will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Amendment by facsimile will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Amendment.


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

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.

SUN CITY PROJECT LLC,
a Delaware limited liability company

By: Avenal Solar Holdings LLC,
a Delaware limited liability company
its sole Member

By: Eurus Solar Holdings LLC,
a Delaware limited liability company
its Managing Member


Name: Mark E. Anderson
Title: President
Date: 7/30/2010

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


Name: _____
Title: _____
Date: _____

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.

SUN CITY PROJECT LLC, a Delaware
limited liability company

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

Name: _____
Title: _____
Date: _____



Name: Garrett Jelung
Title: Senior Director
Date: 5/18/2010