

This First Amendment to Power Purchase Agreement (this "Amendment") is entered into this 3<sup>rd</sup> day of October, 2011 by and between Solar Star California XXVI, LLC, a Delaware limited liability company ("Provider"), and Sweetwater Union High School District, a California school district organized and existing under the laws of the State of California ("Customer" and, together with Provider, each, a "Party" and together, the "Parties").

WHEREAS, Provider and Customer entered into that certain Power Purchase Agreement (the "Agreement"), dated as of June 13, 2011; and

WHEREAS, Provider and Customer desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. DEFINITIONS.** All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

**2. AMENDMENTS.** Section 3.2 of the Agreement is hereby amended to delete the words "one hundred and twenty (120) days" in the proviso and replace them with "one hundred and eighty (180) days".

**3. MISCELLANEOUS.**

**3.1 Amendment.** Except as expressly modified by this Amendment, all of the terms, conditions, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the Parties and any references to the Agreement herein or in the Agreement shall mean the Agreement as amended by this Amendment.

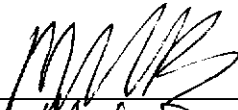
**3.2 Severability.** If any one or more provisions of this Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a Governmental Authority under Applicable Law, Provider and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement and this Amendment (and in the event that Provider and Customer cannot agree then such provisions shall be severed from this Amendment) and the validity and enforceability of the remaining provisions of this Amendment and the Agreement, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

**3.3 Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of California.

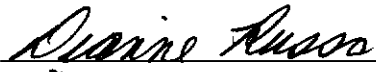
**3.4 Execution in Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment by their duly authorized representatives as of the date first written above.

**SOLAR STAR CALIFORNIA XXVI, LLC**

By:   
Name: Mark Bronez  
Title: Vice Pres & Gen Mgr

**SWEETWATER UNION HIGH SCHOOL  
DISTRICT**

By:   
Name: Dianne Russo  
Title: Interim Deputy Supt. of Operations