

19.16 Governing Law. The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of New Mexico. The Parties hereby submit to the exclusive jurisdiction of the courts of the State of New Mexico, and venue is hereby stipulated as New Mexico.

19.17 Confidentiality.

(A) For purposes of this Section 19.17, "Disclosing Party" refers to the Party disclosing information to the other Party, and the term "Receiving Party" refers to the Party receiving information from the other Party.

(B) Other than in connection with this Agreement or as otherwise required by Applicable Law, the Receiving Party shall not use the Confidential Information (as defined in clause (D) below) and shall keep the Confidential Information confidential. The Confidential Information may be disclosed to the Receiving Party's or its affiliates' directors, officers, employees, financial advisors, legal counsel and accountants (collectively, "Representatives"), but only if such Representatives need to know the Confidential Information in connection with this Agreement. The Parties agree that (i) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information and the requirement and the limitations of its use, (ii) such Representatives will be required to agree to and be bound by the terms of this Section 19.17 as a condition of receiving the Confidential Information, and (iii) in any event, the Receiving Party will be responsible for any disclosure of Confidential Information, or any other breach of confidentiality provisions of this Agreement, by any of its Representatives. The Receiving Party shall not disclose the Confidential Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care). To the extent the Disclosing Party is required to submit Confidential Information to a Governmental Authority, the Disclosing Party shall use all available means to ensure that such Confidential Information is not made public.

(C) If the Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by applicable law) to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement, if that notification can be made without violating the terms of such compelled disclosure, so that the Disclosing Party may seek an appropriate protective order or waive compliance with this Section 19.17 with respect to such disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the Receiving Party or its Representatives are, in the opinion of their legal counsel, compelled to disclose the Confidential Information, the Receiving Party and its Representatives may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, the Receiving Party and its Representatives shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

(D) As used in this Section 19.17, "Confidential Information" means all information that is furnished in connection with this Agreement to the Receiving Party or its Representatives by the Disclosing Party, or to which the Receiving Party or its Representatives have access by virtue of this Agreement (in each case, whether such information is furnished or made accessible in writing, orally, visually or by any other (including electronic) means), or which concerns this Agreement, the Disclosing Party or the Disclosing Party's stockholders, members, affiliates or subsidiaries, and which is designated by the Disclosing Party at the time of its disclosure, or promptly thereafter, as "confidential" (whether by stamping any such written material or by memorializing in writing the confidential nature of any such oral or visual information). Any such information furnished to the Receiving Party or its Representatives by a director, officer, employee, affiliate, stockholder, consultant, agent or representative of the Disclosing Party will be deemed furnished by the Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:

(1) information that is or becomes generally available to the public other than as a result of a disclosure or other act by the Receiving Party or its Representatives;

(2) information that can be shown by the Receiving Party to have been already known to the Receiving Party on a non-confidential basis prior to being furnished to the Receiving Party by the Disclosing Party;

(3) information that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or a representative of the Disclosing Party if such source was not subject to any prohibition against transmitting the information to the Receiving Party; and

(4) information developed by the Parties during the negotiation of this Agreement that relates solely to this Agreement (as opposed to confidential business or operating information of either Party, including pricing), which information shall be deemed proprietary to both Parties, each of whom shall be free to use such information, as they would any information already known to the Parties prior to the negotiation of this Agreement.

(E) The Confidential Information will remain the property of the Disclosing Party. Any Confidential Information that is reduced to writing, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Receiving Party in connection with this Agreement, will be returned to the Disclosing Party immediately upon its request after expiration or termination of this Agreement, unless such Confidential Information has been destroyed by the Receiving Party, and no copies will be retained by the Receiving Party or its Representatives, unless the Parties agree otherwise. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Receiving Party, oral or visual Confidential Information, and written Confidential Information not so required to be returned will be held by the Receiving Party and kept subject to the terms of this Agreement, or destroyed.

(F) It is understood and agreed that neither this Agreement nor disclosure of any Confidential Information by the Disclosing Party to the Receiving Party shall be construed as granting to the Receiving Party or any of its Representatives any license or rights in respect of any part of the Confidential Information disclosed to it, including any trade secrets included in any such Confidential Information.

19.18 Compliance with Applicable Law. This Agreement and the obligations of the Parties under this Agreement are subject to all present and future laws with respect to the subject matter hereof, either state or federal, and to all valid present and future orders, rules, and regulations of duly constituted Governmental Authorities having jurisdiction. The Parties agree to comply with any and all such applicable federal, state, and local laws, orders, and regulations in connection with the performance of their respective obligations under this Agreement. Subject to Section 19.17, each Party shall deliver or cause to be delivered to the other Party such certificates and documents, and shall make available such personnel and records relating to the Facility, to the extent that the requesting Party requires the same in order to fulfill any regulatory reporting requirements, to assist in obtaining the Agreement Approval, or to assist in any administrative proceedings before the NMPRC relating to this Agreement, the EPE Procurement Plan or the Facility.

19.19 Press Releases and Media Contact. Upon the request of either Party, the Parties shall develop a mutually agreed joint press release to be issued describing the location, size, type and timing of the Facility, the long-term nature of this Agreement, and other relevant factual information about the relationship. In the event during the Term, either Party is contacted by the media concerning this Agreement, the contacted Party shall inform the other Party of the existence of the inquiry, and the Parties shall jointly agree upon the substance of any information to be provided to the media.

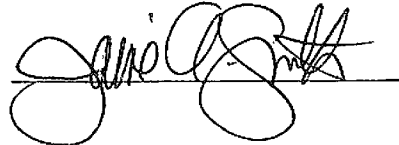
19.20 Due Authority. Each Party represents and warrants that it (a) has full and complete authority to enter into and perform this Agreement, subject, in the case of EPE, to the condition precedent in Section 6.1(A) and (B) each person who executes this Agreement on behalf of such Party has full and complete authority to do so and that such Party will be bound thereby, subject, in the case of EPE, to the condition precedent in Section 6.1(A).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Seller:

SunE EPE2, LLC

By:

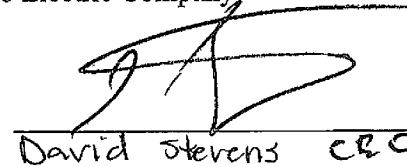


LEGAL DEPT.
Approved as to Form
Initials: MS
Date: 11/8/10

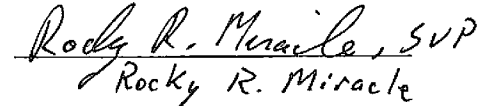
EPE:

El Paso Electric Company

By:


David Stevens CEO

By:


Rocky R. Miracle, SVP
Rocky R. Miracle

DATED: 11-8-10

Reviewed and Approved.
Legal Department

GS
11/14/10

EXHIBIT A

CONSTRUCTION MILESTONES

Seller shall specify the following Construction Milestones.

1. Pre-Construction Milestone: the date that Seller delivers documents reasonably acceptable to EPE showing that contracts for the purchase of photovoltaic panels and inverters for the Facility have been executed. July 15, 2011
2. Project Construction Commencement Milestone: the date on which grading and excavation for the Facility begins and physical construction activities, including the installation of photovoltaic panels and inverters, at the Site thereafter continues. July 15, 2011
3. Interconnection Milestone: the date that the Seller's Interconnection Facilities are to be completed. December 15, 2011
4. Commercial Operation Milestone: the Commercial Operation Date. December 31, 2011

EXHIBIT B

FACILITY DESCRIPTION AND SITE MAPS

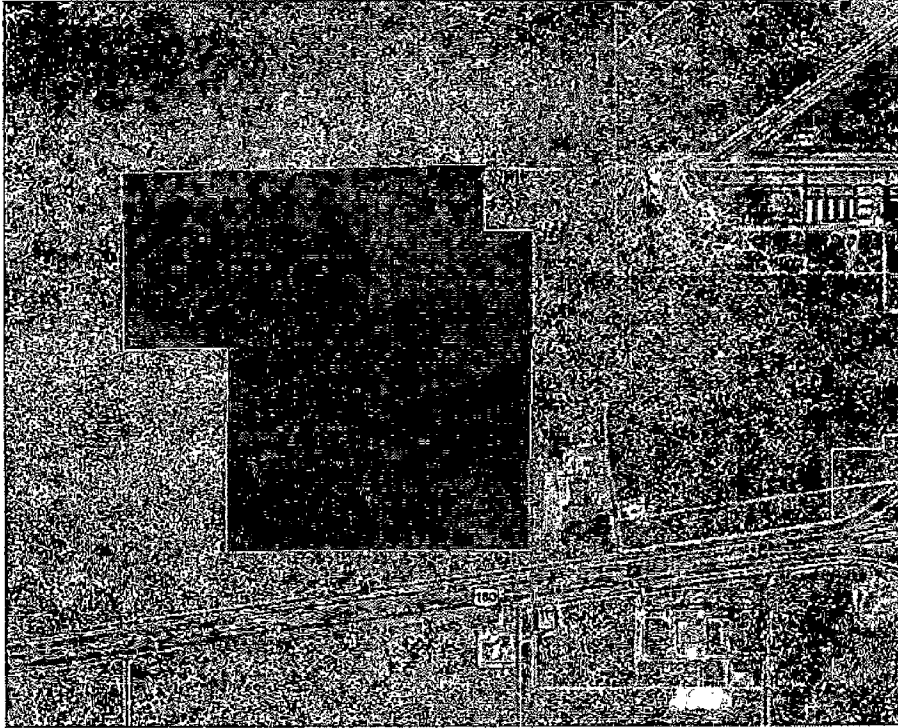
1. Generating Facility Description.

Facility Description: 12MW AC ground mounted single-axis tracking photovoltaic system interconnecting into Las Cruces Airport Substation in Dona Ana County, New Mexico. The Point of Delivery shall be at the low side of the step up transformer at the Las Cruces Airport Substation.

The Facility includes a 12 MW (AC) solar electric energy system. The solar energy system will consist of poly-crystalline photovoltaic (PV) solar modules (Evergreen Solar ES-190 modules or equivalent) mounted to a series of single axis trackers (Wattsun - Array Technologies, Inc. trackers or equivalent). The tracker's support pipe framework will be aligned in a north-south row orientation. The solar modules will rotate in an east-west motion about a horizontal axis throughout the day. Multiple strings of tracker mounted solar modules will be electrically connected to power inverters (Satcon 500 kW inverters or equivalent). The inverters will connect to transformers where the energy will be converted to the prescribed interconnection voltage before interconnecting to the utility distribution system.

2. Site Description.

Legal Property Descriptions: Up to 200 acres to be purchased from the City of Las Cruces in or near Section 28; Township 23 South; Range 10 West. Site map below.



The site included in this Exhibit is the primary targeted site for this project. During the due diligence period of evaluating this site, if Seller determines that this site is not acceptable, Seller shall identify, secure, perform due diligence on and confirm acceptance on a secondary site that would interconnect into the same substation and meet all Construction Milestones listed in Exhibit A.

EXHIBIT C
NOTICE ADDRESSES

EPE	Seller
Notices: El Paso Electric Company Attn: Ricardo Acosta Director of Resource Planning PO Box 982 El Paso, TX 79901 Phone: 915-543-2040 Facsimile: 915-521-4799	Notices: <u>SunE EPE2, LLC</u> c/o Sun Edison, LLC 12500 Baltimore Avenue Beltsville, MD 20705 1-800-786-3347 Attn: VP of Project Finance Copy to: General Counsel
Reference Numbers: Duns: 007928955 Federal Tax ID Number: 74-0607870	Reference Numbers: Duns: 174725494 Federal Tax ID Number: 20-0291450
Contract Administration: Attn: David Hawkins, Director – Energy Trading and Fuels Phone: (915) 543-4067 Fax: (915) 521-4751 E-mail: dhawkil@epelectric.com	Contract Administration: <u>SunE EPE2, LLC</u> c/o Sun Edison, LLC 12500 Baltimore Avenue Beltsville, MD 20705 1-800-786-3347 Attn: VP of Project Finance Copy to: General Counsel
Maintenance Forecasting/Scheduling: Attn: David Hawkins, Director – Energy Trading and Fuels Phone: (915) 521-4751 E-mail: dhawkil@epelectric.com	Maintenance Forecasting/Scheduling: Attn: Jason Hooper, Renewable Operations Center Cc: Mark Culpepper, Chief Technology Officer Phone: 1-888-786-3347
Day Ahead Forecasting/Scheduling: Attn: Prescheduler Phone: (915) 543-2044 Day Ahead, Hour Ahead, and Real Time Forecasting/Scheduling Attn: Real-Time Desk Phone: (915) 543-4306 Phone: To be provided by Seller	Day Ahead, Hour Ahead, and Real Time Forecasting/Scheduling: Phone: 1-888-786-3347

Payments, Security: Attn: Ana Boisselier, Supervisor, Energy Accounting Phone: (915) 543-2055	Payments, Security: Attn: Assistant Controller Phone: (443) 909-7200 Facsimile: (240) 264-8260 Email: receiveable@sunedison.com
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Gary Sanders, Attorney Phone: (915) 543 -2285 Facsimile: (915) 543-4728 Email: gsande1@epelectric.com	With additional Notices of an Event of Default or Potential Event of Default to: <u>SunE EPE2, LLC</u> c/o Sun Edison, LLC 12500 Baltimore Avenue Beltsville, MD 20705 1-800-786-3347 Attn: VP of Project Finance Copy to: General Counsel

EXHIBIT D

INSURANCE COVERAGE

<u>Type of Insurance</u>	<u>Minimum Limits of Coverage</u>
1. Commercial General Liability (CGL)	\$2,000,000 per occurrence and \$5,000,000 combined single limit each and commercial umbrella occurrence and the aggregate, where applicable. If CGL insurance contains a general aggregate limit, it shall apply separately to the Facility.

CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, contracts, property damage, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), all with limits as specified above. CGL insurance shall include ISO endorsement CG 24 17 (or an equivalent endorsement) which modifies the definition of "Insured contract" to eliminate the exclusion of easement or license agreements in connection with construction or demolition operations on or within 50 feet of a railroad. There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

EPE shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 10 (or a substitute providing equivalent coverage), and under the commercial umbrella insurance. The commercial umbrella insurance shall provide coverage over the top of the CGL insurance, the Business Automobile Liability insurance, and the Employers Liability insurance.

The CGL and commercial umbrella insurance to be obtained by or on behalf of Seller shall be endorsed as follows:

Such insurance as afforded by this policy for the benefit of EPE shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of that certain Purchase Power Agreement dated [_____] __, 2010 and insured hereunder, and any insurance carried by EPE shall be excess of and noncontributing with insurance afforded by this policy.

- | | |
|---|---|
| 2. Business Automobile Liability | \$1,000,000 combined single limit (each accident), including all Owned, Non Owned, Hired and Leased Autos |
|---|---|

Business Automobile Liability insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- | | |
|--|---|
| 3. Workers Compensation | \$1,000,000 minimum and Statutory Requirements.
Seller may comply with these requirements through
the use of a qualified self-insurance plan. |
| 4. Employers Liability | \$1,000,000 each accident for bodily injury by
accident, or

\$1,000,000 each employee for bodily injury by
disease. |
| 5. Excess Liability Coverage | \$6,500,000 general aggregate |
| 6. Business Interruption/Extra
Expense Endorsements | \$5,000,000 general aggregate |

EXHIBIT E

SELLER'S REQUIRED GOVERNMENTAL AUTHORITY PERMITS, CONSENTS, APPROVALS, LICENSES AND AUTHORIZATIONS TO BE OBTAINED

The following is a list of key environmental compliance activities.

1. National Environmental Policy Act (NEPA) review:
2. Federal Aviation Agency (FAA) Notice of Obstruction:
3. Clean Water Act (CWA), Wetlands and Waters of the United States:
4. Endangered Species Act - Section 10:
5. [Intentionally Deleted]
6. National Historic Preservation Act (NHPA) –
7. Renewable Energy Credit Generator Certification:
8. Spill Prevention Containment and Control Plan (SPCC Plan):
9. Storm Water Management:
10. Construction Permits:

This Exhibit E may be updated by Contractor from time to time and shall be completed no later than the Pre Construction Milestone date set forth in Exhibit A.

EXHIBIT F

**SELLER'S EXPECTED AND COMMITTED SOLAR ENERGY
AND SOLAR ENERGY PAYMENT RATE**

Commercial Operation Year	Expected Solar Energy (in MWh)	Committed Solar Energy (in MWh)	Solar Energy Payment Rate (in \$/MWh)
1	28,112	21,084	\$105.32
2	27,887	20,915	\$105.32
3	27,664	20,748	\$105.32
4	27,443	20,582	\$105.32
5	27,223	20,417	\$105.32
6	27,005	20,254	\$105.32
7	26,789	20,092	\$105.32
8	26,575	19,931	\$105.32
9	26,362	19,772	\$105.32
10	26,152	19,614	\$105.32
11	25,942	19,457	\$105.32
12	25,735	19,301	\$105.32
13	25,529	19,147	\$105.32
14	25,325	18,993	\$105.32
15	25,122	18,842	\$105.32
16	24,921	18,691	\$105.32
17	24,722	18,541	\$105.32
18	24,524	18,393	\$105.32
19	24,328	18,246	\$105.32
20	24,133	18,100	\$105.32
21	23,940	17,955	\$105.32
22	23,749	17,811	\$105.32
23	23,559	17,669	\$105.32
24	23,370	17,528	\$105.32
25	23,183	17,387	\$105.32

EXHIBIT G

SELLER'S FORMAT FOR RENEWABLE ENERGY CERTIFICATES

In accordance with Article 10 of this Agreement, Seller shall provide EPE with RECs in the format prescribed in this exhibit.

RENEWABLE ENERGY CERTIFICATE

Period: For the month of _____, 20__.

Source of REC: Renewable Energy Provider

[Seller Name, Address, Facility Name]

Contact:

[Seller contact person, address, telephone, fax and email]

Generator type: _____

Nameplate capacity: _____ (in MW)

Date of generator start-up: _____

Fuel source: _____

Revenue Meter manufacturer and identification / serial number:

Location of generator: _____

Renewable Energy Purchaser:

Interconnection Utility: El Paso Electric Company

Control Area Operator: El Paso Electric Company

EPE Contact:
Evan Evans

P.O. Box 982
El Paso, TX 79960
(915) 543-5995
Fax (915) 521-4729

MONTHLY STATEMENT OF RECS

Renewable Energy delivery for the month of _____, 20____

Energy Delivered: _____ kWh

Weighted Value of Energy Delivered _____ kWh (multiply by RPS multiplier)

SUPPLIER CERTIFICATION

I, _____, hereby certify that:

The energy produced, sold and delivered by [Seller] to El Paso Electric Company from these facilities is from a renewable energy resource, as defined by the New Mexico Renewable Energy Act, NMSA 1978, Section 62-16-1 et seq., and the NMPRC Rule 572, Renewable Energy For Electric Utilities, 17.9.572 NMAC;

Each kilowatt hour of electricity is generated using a _____ fuel source; and

No other Renewable Energy Certificates associated with the renewable energy produced and delivered by [Seller] to El Paso Electric Company have been traded, sold, retired or otherwise transferred by [Seller] to any other person or entity.

[SELLER]

By: _____
[Name/Title]

Date

First Amendment

to

Power Purchase Agreement

Between

SunE EPE2, LLC and

El Paso Electric Company

This First Amendment to Power Purchase Agreement (this "Amendment") is made this ____ day of August, 2011 (the "Execution Date"), by and between SunE EPE2, LLC ("Seller"), a Delaware limited liability company, and El Paso Electric Company ("EPE"), a Texas corporation (EPE and Seller each being sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties"). All capitalized terms used herein but not otherwise 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 November 8, 2010 (the "PPA"); and

WHEREAS, EPE's procurement actions in entering the PPA were approved by the New Mexico Public Regulation Commission by Final Order in EPE's 2010 Procurement Plan proceeding Case No. 10-00200-UT; and

WHEREAS, Seller and EPE have agreed to enter into this Amendment in order to, among other things, (a) extend the Commercial Operation Date of the Facility, and (b) make other modifications to the PPA relating thereto;

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 Section 1.4.59 of the PPA is hereby deleted and replaced as follows:

1.4.59. [Intentionally Omitted.]

1.2 Section 1.4.62 of the PPA is hereby deleted in its entirety and replaced as follows:

1.4.62. "Interconnection Agreement" means the separate agreement to be negotiated between Seller and EPE, as such agreement

may be amended from time to time, providing for interconnection of the Facility to the local distribution facilities of EPE at the location specified in such agreement. The Parties shall use their respective commercially reasonable efforts to negotiate a mutually acceptable form and terms of, and then to finalize, execute and deliver, the Interconnection Agreement, on or before July 15, 2011.

1.3 The following new Section 1.4.70.1 is inserted between Sections 1.4.70 and 1.4.71:

1.4.70.1. "Las Cruces Substation" means EPE's existing substation at Las Cruces Airport.

1.4 Section 1.4 of the PPA is hereby amended by adding the following definitions (in alphabetical order):

1.4.93. "Provisional Operation Milestone" means the date set forth in Exhibit A to this Agreement by which the Facility shall be capable of delivering a minimum output of Test Energy to EPE at the Point of Interconnection of not less than 1 MWac.

1.4.94. "Provisional Operation Milestone Date" means the date designated by Seller pursuant to Section 4.10 of this Agreement to begin delivering Test Energy to EPE pursuant to the terms of this Agreement, which date shall be not later than December 31, 2011.

1.5 Section 1.4.117 of the PPA is hereby amended in its entirety and replaced as follows:

1.4.117. "Test Energy" means that Solar Energy produced by the Facility in order to (i) demonstrate that Supplier has satisfied the Provisional Operation Milestone Date and (ii) perform testing of the Facility prior to Commercial Operation.

1.6 Section 3.1 of the PPA is hereby amended by replacing the phrase "28,112 MWh" in the last sentence thereof with the phrase "30,455 MWh."

1.7 Section 4.3 of the PPA is hereby deleted in its entirety and replaced as follows:

4.3 Construction Milestones; Delay Damages. In order to achieve the Commercial Operation Date by the Commercial Operation Milestone, Seller agrees to meet the Construction Milestones set forth in Exhibit A to this Agreement. In the event that Seller fails to achieve any Construction Milestone by the date set forth in Exhibit A (unless such Construction Milestone has been extended pursuant to Section 4.4 herein), Seller shall, as a payment to EPE of liquidated damages on account of such delay, pay EPE the amount of \$1,500 for each Day of delay in

achieving such Construction Milestone ("Delay Damages"), and such Delay Damages shall continue to accrue until such Construction Milestone is achieved; *provided, however*, that (A) if Seller fails to achieve the Commercial Operation Milestone by the date specified in Exhibit A, Seller shall, as a payment to EPE of Delay Damages on account of such delay, pay EPE, for each Day since December 31, 2011, the amount of \$1,500 less the product of \$1,500 *multiplied by* a fraction, the numerator of which is the number of MW that is installed and delivering Solar Energy to EPE on the date specified in Exhibit A and the denominator of which is the Designed Maximum Output of the Facility, and (B) no Delay Damages shall accrue after the Commercial Operation Milestone, and *provided further*, that in respect of each of clause (A) and (B) above, (x) if Seller subsequently achieves the Commercial Operation Milestone by the date specified therefor in Exhibit A on the date of this Agreement, then EPE shall refund to Seller any Delay Damages previously paid by Seller, less EPE's costs and expenses incurred in investigating the availability of replacement energy or RECs as a result of Seller's failure to achieve such Construction Milestone, and (y) if Seller subsequently achieves the Commercial Operation Milestone after the date specified therefor in Exhibit A on the date of this Agreement, then EPE shall refund to Seller the positive difference (if any) between (i) Delay Damages previously paid by Seller and (ii) the product of (x) \$1,500 and (y) the number of Days after such Commercial Operation Milestone that Seller achieves Commercial Operation, less EPE's costs and expenses incurred in investigating the availability of replacement energy or RECs as a result of Seller's failure to achieve such Construction Milestone.

1.8 Section 4.4 of the PPA is hereby deleted in its entirety and replaced as follows:

4.4 Extension of Construction Milestones. After executing this Agreement and subject to Section 6.1 and Section 14.3(D)(5) herein, Seller may extend any Construction Milestone (including the Commercial Operation Milestone) as a result of (A) the occurrence of one or more Force Majeure Events or (B) the occurrence of one or more of the events described in clauses (i)-(iv) below (each, a "Permitted Extension"); *provided*, however, that such extension for reasons of Force Majeure Events may not delay achievement of any Construction Milestone beyond December 31, 2012. Delays that are due to (i) failure of the Parties to execute an Interconnection Agreement on or before July 31, 2011, so long as such failure is solely due to any failure by EPE to complete, in a commercially reasonable manner and timeframe to facilitate such execution on or before such date, the relevant facility studies necessary for the execution of an Interconnection Agreement, excluding any such failure by EPE caused by a failure by Seller to provide to EPE, in a commercially reasonable manner and timeframe to facilitate the timely completion of such facility studies, the relevant information relating to the Facility

necessary for EPE to complete such facility studies, (ii) failure of EPE for any reason to complete the construction of EPE's Interconnection Facilities on or before December 20, 2011, (iii) failure of the Agreement Approval Date to occur on or before December 31, 2010, or (iv) inability of Seller, despite due diligence, to obtain any licenses, permits, or approvals required by any Governmental Authority, to the extent any such delay described in clauses (i)-(iv) above causes a delay in the achievement of any Construction Milestone, shall extend such Construction Milestone day-for-day, subject to the December 31, 2012, limitation on extensions set forth herein. Changes in a Construction Milestone for any other reason are not allowed.

1.9 Section 8.1(B) of the PPA is hereby deleted in its entirety and replaced as follows:

(B) During Commercial Operation. Provided that the cumulative deliveries in the Commercial Operation Year do not exceed one hundred fifteen percent (115%) of the Expected Solar Energy, EPE shall pay Seller the product of (i) the Solar Energy delivered to EPE by Seller in the Month and (ii) the Solar Energy Payment Rate specified for each Commercial Operation Year. For all Solar Energy delivered by Seller to EPE in a Commercial Operation Year that is in excess of one hundred fifteen percent (115%) of the Expected Solar Energy, EPE shall have the option to either (a) pay Seller the then-current avoided cost for all Solar Energy delivered by Seller to EPE at the Point of Delivery in excess of one hundred fifteen percent (115%) of the Expected Solar Energy ("Excess Solar Energy") for such Commercial Operation Year or (b) elect not to accept any Excess Solar Energy. If EPE elects not to accept Excess Solar Energy, Seller shall have the right to sell such Excess Solar Energy (together with any RECs associated with such Excess Solar Energy) to another buyer until the end of the applicable Commercial Operation Year and the term of such transaction shall not be longer than the remainder of such Commercial Operation Year, after which the Parties' obligations shall resume pursuant to this Agreement. Seller shall notify EPE upon Seller's delivery of a quantity of Solar Energy hereunder that exceeds one hundred ten percent (110%) of Expected Solar Energy for a Commercial Operation Year. EPE shall elect within 10 Business Days of Seller's notice to either accept or decline any Excess Solar Energy Seller may produce during such period. In the event EPE does not accept Excess Solar Energy in accordance with this Section 8.1, EPE shall use commercially reasonable efforts, consistent with Applicable Laws, to assist Seller with securing transmission service, which shall be at Seller's expense.

1.10 Exhibit A of the PPA is hereby deleted and replaced with a new Exhibit A, attached hereto and incorporated herein.

1.11 Exhibit B of the PPA is hereby deleted and replaced with a new Exhibit B, attached hereto and incorporated herein.

1.12 Exhibit F of the PPA is hereby deleted and replaced with a new Exhibit F, attached hereto and incorporated herein.

Section 2. Further Assurance. Except as expressly amended or modified as set forth in Section 1 of this Amendment, the PPA remains unchanged as of the Execution Date.

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 of the Parties 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 its behalf has the authority to execute this Amendment on its behalf and to bind it to this Amendment.

Section 5. No Further Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter herein, and supersedes all previous understandings, 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 may be 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 New Mexico.

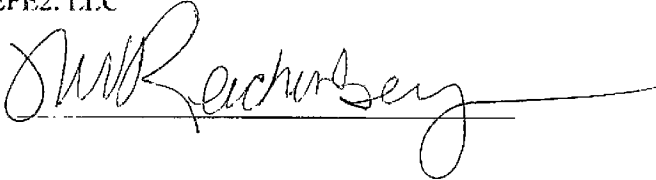
Section 8. Acknowledgement. The Parties acknowledge and agree that (a) all of the conditions precedent in Section 6.1 of the PPA have been satisfied as of the Execution Date and (b) no Delay Damages shall be deemed to have accrued on or before the Execution Date.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Execution Date.

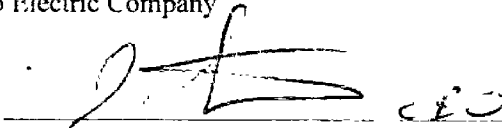
Seller:

SunE EPE2, LLC

By: 

EPE:

El Paso Electric Company

By: 

By: Rocky R. Miracle, SVP

Reviewed and Approved
Legal Department

GS
8/31/11

LEGAL DEPT.
Approved as to Form
Initials: JRS
Date: 8/31/11

BGR

EXHIBIT A

CONSTRUCTION MILESTONES

Seller shall specify the following Construction Milestones.

1. Pre-Construction Milestone: the date that Seller delivers documents reasonably acceptable to EPE showing that contracts for the purchase of photovoltaic panels and inverters for the Facility have been executed. September 30, 2011
2. Project Construction Commencement Milestone: the date on which grading and excavation for the Facility begins and physical construction activities, including the installation of photovoltaic panels and inverters, at the Site thereafter continues. September 30, 2011
3. Interconnection Milestone: the date that the Seller's Interconnection Facilities are to be completed. December 20, 2011
4. Provisional Operation Milestone: the Provisional Operation Milestone Date. December 31, 2011
5. Commercial Operation Milestone: the Commercial Operation Date. March 31, 2012

EXHIBIT B

FACILITY DESCRIPTION AND SITE MAPS

1. Generating Facility Description.

Facility Description: Approximately 12MW AC ground mounted single-axis tracking photovoltaic system interconnecting into Las Cruces Airport Substation in Dona Ana County, New Mexico. The Point of Delivery shall be at the EPE utility grade revenue meter located at the Point of Common Coupling located at the Facility.

The Facility includes approximately 12 MW (AC) solar electric energy system. The solar energy system will consist of poly-crystalline photovoltaic (PV) solar modules (MEMC-275W modules or equivalent) mounted to a series of single axis trackers. The tracker's support pipe framework will be aligned in a north-south row orientation. The solar modules will rotate in an east-west motion throughout the day. Multiple strings of tracker mounted solar modules will be electrically connected to power inverters (SMA 500 kW inverters or equivalent). The inverters will connect to transformers where the energy will be converted to the prescribed interconnection voltage before interconnecting to the utility distribution system.

2. Site Description.

Legal Description: Lot 2 of SUNEDISON SUBDIVISION, as filed in Plat Book No. 23, Pages 185-187 in the records of the County Clerk, Dona Ana County, New Mexico.

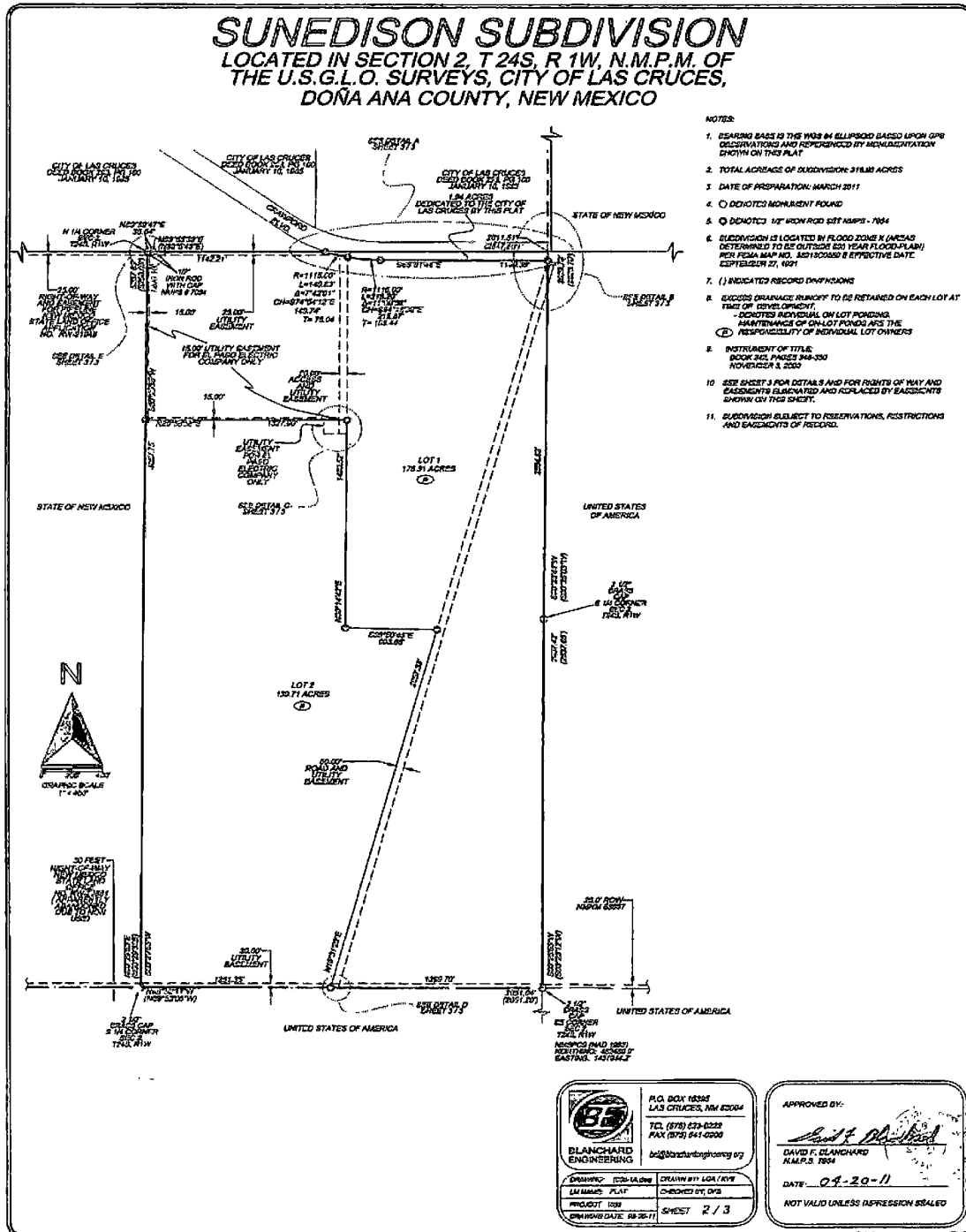


EXHIBIT F

**SELLER'S EXPECTED AND COMMITTED SOLAR ENERGY AND SOLAR ENERGY
PAYMENT RATES**

Commercial Operation Year	Expected Solar Energy (in MWh)	Committed Solar Energy (in MWh)	Solar Energy Payment Rate (in \$/MWh)
1	30,455	22,841	105.25
2	30,211	22,658	105.25
3	29,969	22,477	105.25
4	29,730	22,297	105.25
5	29,492	22,119	105.25
6	29,256	21,942	105.25
7	29,022	21,766	105.25
8	28,790	21,592	105.25
9	28,559	21,419	105.25
10	28,331	21,248	105.25
11	28,104	21,078	105.25
12	27,879	20,909	105.25
13	27,656	20,742	105.25
14	27,435	20,576	105.25
15	27,216	20,412	105.25
16	26,998	20,248	105.25
17	26,782	20,086	105.25
18	26,568	19,926	105.25
19	26,355	19,766	105.25
20	26,144	19,608	105.25
21	25,935	19,451	105.25
22	25,728	19,296	105.25
23	25,522	19,141	105.25
24	25,318	18,988	105.25
25	25,115	18,836	105.25



SunE EPE2, LLC
c/o Sun Edison LLC
12500 Baltimore Avenue
Beltsville, MD 20705

April 26, 2012

Ricardo Acosta
Director of Resource Planning
El Paso Electric Company
PO Box 982
El Paso, TX 79901

RE: 12MWac PV project located in Las Cruces, NM

Dear El Paso Electric Company:

Reference is made to that certain Power Purchase Agreement dated as of November 8, 2010, as amended by the First Amendment to the Power Purchase Agreement dated as of August 31, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, including without limitation pursuant to that certain letter agreement dated as of April 19, 2012, the "Agreement") between El Paso Electric Company ("EPE") and SunE EPE2, LLC ("Seller"). Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

As the Parties have discussed, Seller and EPE have determined that the Interconnection Costs for the Facility have totaled \$330,000. After taking into account Seller's prior payment of \$230,000 for such Interconnection Costs, the Parties are in agreement that Seller shall pay EPE the sum of \$100,000 upon closing of its financial transaction with PNC Energy Capital, LLC in full satisfaction of its Interconnection Costs payment obligations. Additionally, and pursuant to Section 8.1(c) of the Agreement, the Parties hereby agree that the Solar Energy Payment Rate shall be adjusted to \$104.89/MWh based on such Interconnection Costs. Exhibit F of the Agreement is hereby deleted and replaced with the new Exhibit F attached hereto and incorporated herein.

Seller hereby requests that EPE countersign below to confirm its acknowledgment and agreement to the terms and agreements set forth herein.

[Remainder of page intentionally blank, signature page to follow]

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12500 Baltimore Avenue
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F +1 443-905-7150

info@sunedison.com
www.sunedison.com



SunE EPE2, LLC
("SELLER")

By: *[Signature]*
Name: *Joseph C. Mayol*
Title: *Authorized Representative*

ACKNOWLEDGED AND AGREED:

El Paso Electric Company
("EPE")

By: *[Signature]*
Name: *Richard A. Smith*
Title: *DIRECTOR - RESEARCH & DEVELOPMENT PLANNING*



EXHIBIT F

**SELLER'S EXPECTED AND COMMITTED SOLAR ENERGY
AND SOLAR ENERGY PAYMENT RATE**

Commercial Operation Year	Expected Solar Energy (in MWh)	Committed Solar Energy (in MWh)	Solar Energy Payment Rate (in \$/MWh)
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