CONSENT TO ASSIGNMENT

This Consent to Assignment (this "**Consent**"), is entered into as of September 25, 2008 (the "**Effective Date**"), by and among the California Independent System Operator Corporation, a California nonprofit public benefit corporation ("**ISO**", the "**Consenting Party**"), Bethel Energy LLC, a California limited liability company ("**Interconnection Customer**"), and Bethel Solar Partners LLC, a California limited liability company (the "**New Interconnection Customer**").

RECITALS

WHEREAS, ISO and Interconnection Customer have entered into an Interconnection Feasibility Study Agreement dated March 3, 2008 (the "**Agreement**");

WHEREAS, New Interconnection Customer holds all existing project development assets related to the construction and operation of the Bethel 7&8 Solar Thermal Hybrid Project, including leases, permit applications, environmental documents, etc. and intends to finance, construct and operate the Bethel 7&8 Solar Thermal Hybrid Project.

WHEREAS, Interconnection Customer intends to assign its rights, title and interest and obligations in, to and under the Agreement to New Interconnection Customer, and New Interconnection Customer intends to assume all of Interconnection Customer's rights, title, interest and obligations in, to and under the Agreement.

WHEREAS, Interconnection Customer has requested that each of the Consenting Parties consent to, and each of the Consenting Parties desire to consent to, the transfer of ownership in accordance with Article 13.15 of the Agreement.

1. ISO hereby consents to the transfer of ownership by Interconnection Customer to New Interconnection Customer, in accordance with Article 13.15 of the Agreement. New Interconnection Customer represents that it has the operational and financial ability, as well as the legal authority, to satisfy Interconnection Customer's obligations under the Agreement.

2. Each Consenting Party agrees that upon the effectiveness of the transfer of ownership of the Agreement referred to herein, Interconnection Customer, as defined in the Agreement, shall be New Interconnection Customer and that Interconnection Customer's representative and replaced with the following person and address, as follows:

Steve Provol
Strategic Affairs Specialist
Bethel Solar Partners LLC
12025 Blue Diamond Court
San Diego, CA 92131
(858) 947-7056
S.Provol@BethelEnergy.com

3. New Interconnection Customer shall notify the Consenting Party upon the effectiveness of the transfer of ownership of the Agreement referred to herein.

4. A Fictitious Business Name Statement was filed with the Clerk of San Diego County on September 12, 2008 to establish that "Bethel Solar Partners LLC" does business as "Bethel Energy LLC." A copy of this statement is included in Appendix A.

5. This letter may be executed in any number of counterparts each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Consent to be executed as of the day and year first above written.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: James W Detmers
Title: VP OPERATIONS

Bethel Solar Partners LLC
a California limited liability company

By: _____
Name: Steve Renner
Title: Principal

Bethel Energy LLC
a California limited liability company

By: _____
Name: Steve Renner
Title: Principal