

December 31, 2008

San Diego Gas & Electric Company
8603 Century Park Court
San Diego, CA 92123

Re: Second Amendment to the EEI Master Power Purchase & Sale Agreement and related Cover Sheet and Confirmation Letter all of which are dated October 12, 2005, as amended on December 28, 2007 (the "Agreement") between Pacific Wind, LLC ("Party A", or "Seller") and San Diego Gas & Electric Company ("Party B", or "Buyer") (the "Second Amendment")

WHEREAS, the Parties entered into the Agreement and now desire to amend the Agreement to extend certain dates pursuant to the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement. Pursuant to Section 10.8 of the Agreement, which states an amendment to this Agreement must be in writing and executed by each of the parties, the parties hereby agree to the following Second Amendment effective as of December 31, 2008:

- 1) **Effectiveness.** Final CPUC Amendment Approval is required for the effectiveness of this Second Amendment. "Final CPUC Amendment Approval" shall mean a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves this Second Amendment in its entirety, including payments to be made by Buyer to Seller. The Parties agree to cooperate and use all reasonable efforts to obtain the Final CPUC Amendment Approval as soon as is practicable. Should the CPUC issue an order approving this Second Amendment with conditions or modifications that materially alter the commercial aspects of this Second Amendment, the Parties shall have ten (10) Business Days from the mailing date of such order to provide the other Party written notice of the issuing Party's acceptance or rejection of the CPUC order as issued, provided, however, if a Party fails to provide written notification of its acceptance or rejection to the other Party within such ten (10) day period, that Party's silence shall be deemed to constitute acceptance of the CPUC order as issued and agreement by such Party that this condition has been satisfied, upon the Final Amendment Approval Date. "Final Amendment Approval Date" shall be defined as the first business day after the date on which the CPUC order approving this Second Amendment becomes final and no longer subject to any appeal. If a notice of rejection is sent, the Parties agree to use good faith efforts to renegotiate this Second Amendment. If, within sixty (60) days, no agreement is reached either Party may terminate this Second Amendment upon delivery of notice to the other Party. If either party terminates this Second Amendment pursuant to this provision, the Agreement shall terminate without liability of either party and any credit support posted shall be returned to the posting party within thirty (30) days of such termination.
- 2) **Seller's Obligations.** Prior to the satisfaction of all conditions precedent, Seller shall use commercially reasonable efforts to pursue satisfaction of the conditions precedent set forth in the Agreement and diligently pursue development of the Project. Failure to do so shall be an Event of Default, and Buyer may terminate this Agreement in which case Seller shall owe Buyer liquidated damages in the amount of \$100,000.

3) **To the Confirmation.** Section 1.2.2 shall be deleted in its entirety and replaced with the following:

“On or before December 31, 2010, Seller shall have received legally binding commitments from a financial institution or institutions to fund the development, construction and ownership of the Facility on commercially reasonable terms and conditions; provided that in the event the Commercial Operation Deadline is extended due to transmission constraints as provided in Section 3.2, the deadline for Seller’s receipt of the legally binding commitments shall be extended to June 30, 2011.”

4) **To the Confirmation.** Section 3.2 shall be deleted in its entirety and replaced with the following:

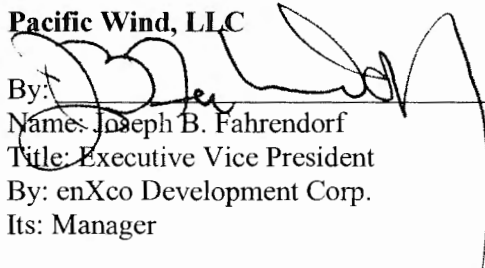
“The Facility must meet Commercial Operation by the Commercial Operation Deadline. The “Commercial Operation Deadline” with respect to the Facility shall be no later than December 31, 2011, as extended by reason of Force Majeure or as may otherwise be extended by written agreement signed by both parties. The Commercial Operation Deadline shall also be extended on a day-for-day basis if the New Transmission Line (defined below) is not fully completed and operational by August 31, 2011. If the New Transmission Line is not fully completed and operational by June 30, 2012, then Seller shall not be excused from achieving Commercial Operation thereafter as a result of a delay in the completion of the New Transmission Line.

The “New Transmission Line” shall be all of the new transmission lines of the Southern California Edison Company (“SCE”) required for the reliable delivery of Output from the Facility generally described in the Tehachapi Project Plan of Service issued by the CAISO in January 2007.”

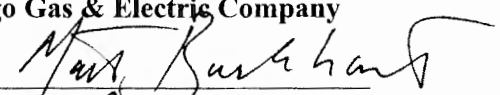
5) **Miscellaneous.** This Second Amendment may be executed and delivered in counterparts, each of which will be deemed an original. Except as set forth above, all other terms and conditions of the Agreement shall remain unchanged hereby, and the Agreement shall continue in full force and effect. This Second Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the date indicated above.

Pacific Wind, LLC

By: 
Name: Joseph B. Fahrendorf
Title: Executive Vice President
By: enXco Development Corp.
Its: Manager

San Diego Gas & Electric Company

By: 
Name: MATT BURKHART
Title: VP - ELECTRIC & GAS PROCUREMENT