

FIRST AMENDMENT TO AMENDED AND RESTATED CONFIRMATION LETTER

This First Amendment to Amended and Restated Confirmation Letter (this "Amendment") is dated May 25, 2012, between Pacific Wind, LLC ("Seller") and San Diego Gas & Electric Company ("Buyer"), and amends that certain Amended and Restated Confirmation Letter dated April 20, 2010 ("Confirmation"), between Buyer and Seller.

WHEREAS, Buyer and Seller desire to amend the Confirmation in the manner set forth herein.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, hereby acknowledged and deemed by each of the Buyer and Seller to be sufficient, the Buyer and Seller agree as follows:

1. Amendment. Section 14.0 of the Confirmation is hereby amended by replacing the phrase "thirty (30) days" in the two locations it appears in such section by the phrase "one hundred twenty (120) days".

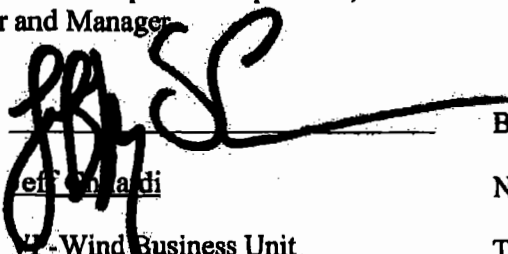
2. No Other Amendments. Except as expressly set forth in Section 1, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Buyer and Seller under the Confirmation, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Confirmation, all of which shall continue in full force and effect.


3. Counterparts. This Amendment may be executed in counterparts which may be delivered electronically, each such counterpart shall be deemed an original and all such counterparts shall together constitute one instrument.

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be duly executed as of the date first set forth above.

Seller: Pacific Wind, LLC
By: enXco Development Corporation, its Sole Member and Manager

Buyer: San Diego Gas & Electric Company

By: 
Name: Jeff Onofri
Title: VP - Wind Business Unit

By: 
Name: Matt Burkhardt
Title: VP-Electric & Fuel Procurement

enXco
Legal

Approved as to Legal Form: 

