

## AMENDMENT TO POWER PURCHASE AGREEMENT

This **AMENDMENT TO POWER PURCHASE AGREEMENT** ("Amendment") is entered into as of September 7, 2012, by and between San Diego Gas & Electric Company ("Buyer"), and Pacific Wind Lessee, LLC, a Delaware limited liability company ("Seller"), and amends the Amended and Restated Master Power Purchase and Sale Agreement (the "Master Agreement"), the Amended and Restated Master Power Purchase and Sale Agreement Cover Sheet (the "Cover Sheet") and the Amended and Restated Confirmation Letter (the "Confirmation Letter"), each dated as of April 20, 2010 (including the Operating Procedures agreed between Buyer and Seller, as previously amended pursuant to that First Amendment to Amended and Restated Confirmation Letter, by and between Buyer and Seller dated as of May 25, 2012 (the "First Amendment to Confirmation Letter"), and that certain letter agreement dated as of July 29, 2011, by and between Buyer and Seller (the "Letter Agreement", and collectively, with the Master Agreement, the Cover Sheet, the Confirmation Letter, and the First Amendment to Confirmation Letter, the "Power Purchase Agreement"). Buyer and Seller are sometimes referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Buyer and Seller desire to amend the Power Purchase Agreement 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 Buyer and Seller to be sufficient, the Buyer and Seller agree as follows:

Section 1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Power Purchase Agreement.

Section 2. Adjustment of PPA Security Amount. Buyer and Seller hereby amend and restate Section 8.4 of the Cover Sheet as follows:

"To secure its obligations under this Agreement, in addition to satisfying any credit terms pursuant to the terms of Section 8.2 to the extent marked applicable, Seller agrees to deliver to Buyer (the "Secured Party"), and Seller shall maintain in full force and effect from the Commercial Operation Date until the end of the Term, a Letter of Credit in the amounts stated below. Any such security shall not be deemed a limitation of damages.

US\$5,886,720.00 from the Commercial Operation Date until September 10, 2012;

US\$20,000,000.00 from September 11, 2012 to September 6, 2015;

US\$17,000,000.00 on September 7, 2015 to September 6, 2018;

US\$14,000,000.00 on September 7, 2018 to September 6, 2021;

US\$11,000,000.00 on September 7, 2021 to September 6, 2024; and

US\$6,000,000.00 on September 7, 2024 until the end of the Term”

Section 3. Miscellaneous.

(a) This Amendment shall be binding upon the successors and permitted assigns of each party and shall inure, together with the rights and remedies of the Parties hereunder, to the benefit of the successors and permitted assigns of the Parties hereto.

(b) No amendment or waiver of any provisions of this Amendment or consent to any departure by any party hereto from any provisions of this Amendment shall in any event be effective unless the same shall be in writing and signed by Buyer and Seller.

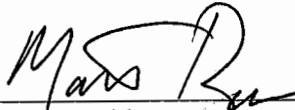
(c) This Amendment shall be governed by the terms and conditions, including choice of law and venue, of the Power Purchase Agreement as modified herein.

(d) This Amendment may be executed in one or more counterparts with the same effect as if such signatures were upon the same instrument. This Amendment may be delivered by facsimile or other electronic transmission.

*[Signature page follows]*

IN WITNESS WHEREOF, each of Buyer and Seller has duly executed this Amendment as of the date first above written.

SAN DIEGO GAS & ELECTRIC COMPANY, as Buyer

By:   
Name: Matt Burkhart  
Title: VP, Electric & Fuel Procurement

G.S.

Address for Notices:

San Diego Gas & Electric Company  
8315 Century Park Court, CP21D  
San Diego, CA 92123  
Facsimile:(858) 650-6190

PACIFIC WIND LESSEE, LLC, as Seller

By: EDF Renewable Asset Holdings, Inc., its Manager

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

Pacific Wind Lessee, LLC  
Attn: VP, Generation  
Attn: General Counsel  
c/o EDF Renewable Asset Holdings, Inc.  
15445 Innovation Drive  
San Diego, CA 92128  
Telephone: (858) 521-3300  
Facsimile: (858) 521-3333

IN WITNESS WHEREOF, each of Buyer and Seller has duly executed this Amendment as of the date first above written.

SAN DIEGO GAS & ELECTRIC COMPANY, as Buyer

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

San Diego Gas & Electric Company  
8315 Century Park Court, CP21D  
San Diego, CA 92123  
Facsimile:(858) 650-6190

PACIFIC WIND LESSEE, LLC, as Seller  
By: EDF Renewable Asset Holdings, Inc., its Manager

By: \_\_\_\_\_  
Name: *Tristan Grimbert*  
Title: *President and CEO*

Address for Notices:

Pacific Wind Lessee, LLC  
Attn: VP, Generation  
Attn: General Counsel  
c/o EDF Renewable Asset Holdings, Inc.  
15445 Innovation Drive  
San Diego, CA 92128  
Telephone: (858) 521-3300  
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