

THIRD AMENDMENT

to

POWER PURCHASE AGREEMENT

between

SAN DIEGO GAS & ELECTRIC COMPANY

and

ENERGÍA SIERRA JUÁREZ U.S., LLC

This THIRD AMENDMENT TO POWER PURCHASE AGREEMENT ("Third Amendment") is made as of April 6, 2012 ("Third Amendment Effective Date") by and among San Diego Gas & Electric Company ("SDG&E" or "Buyer"), a California corporation, and Energía Sierra Juárez U.S., LLC ("Seller"), a Delaware limited liability company. SDG&E and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Seller and Buyer are Parties to that certain Power Purchase Agreement, dated as of April 6, 2011, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 14, 2011, and that certain Second Amendment to Power Purchase Agreement, dated as of November 30, 2011 (as amended, modified, or supplemented from time to time, the "Agreement").
- B. Seller and Buyer now desire to amend further the Agreement as set forth in this Third Amendment.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree as follows:

- 1. Definitions. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement.
- 2. Amendments.
 - a. The definition of the term "Guaranteed Final Commercial Operation Date" or "GFCOD" in Section 1.1 of the Agreement is amended deleting its text in its entirety and replacing it with the following:

"Guaranteed Final Commercial Operation Date" or "GFCOD" means the later of August 31, 2013 or eighteen (18) calendar months following the Regulatory CP Satisfaction Date but in no event later than November 6, 2013, as may be extended pursuant to Section 3.9(c)(ii)."

- b. Section 2.3(a) of the Agreement (as previously amended) is amended to delete the reference to “twelve (12) months after the Execution Date” therein and replacing such reference with “May, 15, 2012”.
- c. Section 2.3(c) of the Agreement (as previously amended) is amended to delete the reference to “thirteen (13) months after the Execution Date” therein and replacing such reference with “July 31, 2012”.

3. Miscellaneous

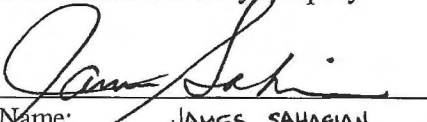
- a. Except as expressly set forth in the Third Amendment, the Agreement remains unchanged and in full force and effect.
- b. The terms and provisions hereof shall be binding on, inure to the benefit of, and be enforceable by, the successors and assigns of the Parties. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this Third Amendment, except in connection with an assignment of the Agreement as permitted thereunder.
- c. If any provision of this Third 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.
- d. THIS THIRD AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS THIRD AMENDMENT.
- e. This Third Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Third Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.
- f. Each Party represents and warrants that the execution, delivery and performance of this Third 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 behalf of that Party has authority to execute this Third Amendment on behalf of such Party and to bind such Party to this Third Amendment.
- g. This Third 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.
- h. This Third 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 executed by each Party.

- i. This Third Amendment is the result of negotiation and each Party has participated in its preparation and negotiation. Accordingly, any rules of construction that direct an ambiguity to be resolved against the drafting Party shall not be employed in the interpretation of this Third Amendment.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF the Parties hereto have caused this Third Amendment to be duly executed as of the date first written above.

ENERGÍA SIERRA JUÁREZ U.S., LLC
a Delaware limited liability company

By: 
Name: JAMES SAHAGIAN
Title: VICE PRESIDENT

Approved as to legal form: SLC

SAN DIEGO GAS & ELECTRIC COMPANY
a California corporation

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

Approved as to legal form: MFC