

FIFTH AMENDMENT

to

POWER PURCHASE AGREEMENT

between

SAN DIEGO GAS & ELECTRIC COMPANY

and

ENERGÍA SIERRA JUÁREZ U.S., LLC

This FIFTH AMENDMENT TO POWER PURCHASE AGREEMENT ("Fifth Amendment"), is made as of October 11, 2012 ("Fifth Amendment Effective Date"), by and between San Diego Gas & Electric Company ("Buyer"), a California corporation, and Energia Sierra Juarez U.S., LLC ("Seller"), a Delaware limited liability company.

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, that certain Second Amendment to Power Purchase Agreement, dated as of November 30, 2011, that certain Third Amendment to Power Purchase Agreement, dated as of April 6, 2012, and that Fourth Amendment to Power Purchase Agreement, dated as of July 31, 2012 (as amended, modified, or supplemented from time to time, the "Agreement").
- B. Seller and Buyer now desire to amend the Agreement as set forth in this Fifth 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) Section 2.3(f), as previously amended, is further amended by (i) deleting the reference to "October 15, 2012" therein and replacing such reference with

“November 30, 2012”; and (ii) deleting the words “Sempra Generation or a wholly owned subsidiary of Sempra Generation” and replacing such words with “Seller or any Affiliate of Seller” and (iii) deleting the reference to “Section 13.4” therein and replacing such reference with “Section 13.2”.

3. Miscellaneous.

- (a) Except as expressly set forth in this Fifth 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 Fifth Amendment, except in connection with an assignment of the Agreement as permitted thereunder.
- (c) If any provision of this Fifth 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 FIFTH 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 FIFTH AMENDMENT.
- (e) This Fifth Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Fifth 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 Fifth 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 Fifth Amendment on behalf of such Party and to bind such Party to this Fifth Amendment.
- (g) This Fifth 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.

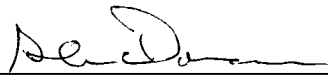
- (h) This Fifth Amendment may not be amended, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument executed by each Party.
- (i) This Fifth Amendment is the result of negotiation and each Party has participated in its preparation 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 Fifth Amendment.


[Remainder of page intentionally left blank]

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

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

SAN DIEGO GAS & ELECTRIC COMPANY
a California corporation

By: 
Name: GLEN DONOVAN
Title: VICE PRESIDENT

By: 
Name: Matt Burkhardt
Title: V.P. E&FP

SCC 10/11/12