

AMENDMENT NO. 1 TO  
THE POWER PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment No. 1"), is entered into effective as of July 13, 2012, to that certain Power Purchase Agreement, dated as of February 14, 2012 ( the "Agreement"), by and between San Diego Gas & Electric Company, a California corporation, ("Buyer") and Manzana Wind LLC ("Seller").

W I T N E S S E T H

WHEREAS, the Parties are willing to amend the terms of the Agreement as set forth herein.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

2. Amendment. Effective as of the date hereof, the Parties hereby agree to amend the Agreement as follows: Section 2.3(a) of the Agreement shall be modified by changing the date of "July 15, 2012" to "September 30, 2012".

3. Miscellaneous.

a. Amended Agreement. Any reference to the Agreement therein shall mean a reference to the Agreement as amended by this Amendment No. 1.

b. Continuing Effect; No Other Amendments. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Agreement except as expressly set forth herein.

c. Counterparts. This Amendment No. 1 may be executed in any number of counterparts by the Parties hereto, each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of this Amendment No. 1 (which may be by electronic facsimile transmission) shall be effective as delivery of a manually executed counterpart hereof.

d. Severability. Any provision of this Amendment No. 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

e. Governing Law. This Amendment No. 1 shall be construed under the laws of the State of California without giving effect to choice of law provisions that might apply

the laws of a different jurisdiction. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING UNDER THIS AMENDMENT NO. 1 TO THE EXTENT SUCH WAIVER IS CONSISTENT WITH APPLICABLE LAW.

f. Headings. The headings of this Amendment No. 1 are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

g. Assignment. 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 Amendment No. 1, except in connection with an assignment of the Agreement as permitted thereunder.

h. Authority. Each Party represents and warrants that the execution, delivery and performance of this Amendment No. 1 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 Amendment No. 1 on behalf of such Party and to bind such Party to this Amendment No. 1.

i. Entire Agreement. This Amendment No. 1 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.

j. Amendments. This Amendment No. 1 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.

k. Rules of Construction. This Amendment No. 1 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 Amendment No. 1.

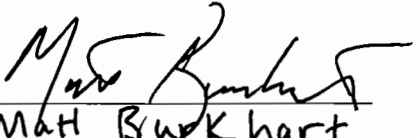
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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

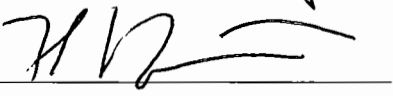
MANZANA WIND LLC,


SAN DIEGO GAS & ELECTRIC COMPANY,

By:   
Name: \_\_\_\_\_  
Title: **Martin Mugisa**  
**Authorized Representative**

By:   
Name: **Matt Burkhardt**  
Title: **VP, Electric + Fuel Procurement**

LEGAL  


By:   
Name: \_\_\_\_\_  
Title: **Frank Burkhartsmeier**  
**Authorized Representative**

Approved as to Legal Form .