

SECOND AMENDMENT TO POWER PURCHASE AGREEMENT

This Second Amendment to Power Purchase Agreement (this "*Amendment*") is entered into as of October 1, 2012 between Manzana Wind LLC, an Oregon limited liability company, ("*Seller*"), and San Diego Gas & Electric Company, a California corporation, ("*Buyer*"). Seller and Buyer are sometimes referred to in this Amendment individually as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Parties entered into that certain Purchase Power Agreement, dated as of February 14, 2012 (the "*Agreement*");

WHEREAS, the Parties entered into that certain First Amendment to Power Purchase Agreement, dated as of July 13, 2012 in order to amend certain provisions of the Agreement;

WHEREAS, the Parties wish to adjust the definition of "Buyer's MW Share" as set forth in Section 1.1 to conform with the original intent of the Parties; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein in connection with each party's obligations under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the meanings set forth in the Agreement unless otherwise indicated herein.
2. Amendments. The Agreement is hereby amended as follows:
 - (a) By deleting the percentage "53%" from the definition of "Buyer's MW Share" in Section 1.1 and replacing such percentage with the following:

"the ratio, calculated to the hundredths of a MW (i.e., rounded to two (2) decimal places), of (i) 100 MW, to (ii) the Installed Capacity, which equals 52.91%"
 - (b) By deleting the word "thousandths" of a MW from the definition of "Buyer's MW Share" in Section 1.1 and replacing such text with the following:

"hundredths"
3. Continuing Effectiveness of the Agreement. Except as expressly provided herein, the Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Agreement as amended hereby.

4. Headings. Headings and captions used in this Amendment are included for convenience of reference only and shall not be given any substantive effect.
5. Governing Law. This 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 its principles of conflicts of law.
6. Binding Nature. This Amendment shall be binding on each of the Parties and each of their respective successors and assigns.
7. Entire Agreement. The terms and provisions of the Agreement (including the documents and instruments referred to therein), together with this Amendment, constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.
8. Counterparts. This Amendment may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Amendment.

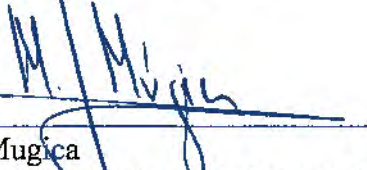
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Power Purchase Agreement to be duly executed as of the date first above written. This Agreement shall not become effective as to either Party unless and until executed by both Parties.

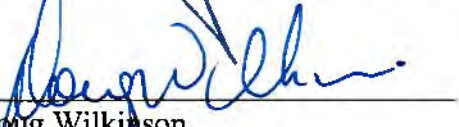
BUYER: SAN DIEGO GAS & ELECTRIC COMPANY

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

SELLER: MANZANA WIND LLC

By: 
Name: Martin Mugica
Title: President & CEO Iberdrola Renewables

LEGAL
CGP

By: 
Name: Doug Wilkinson
Title: VP, Controller