

May 5, 2009

San Diego Gas & Electric Company
8603 Century Park Court
San Diego, CA 92123

Re: First Amendment to the EEI Master Power Purchase & Sale Agreement and related Cover Sheet and Confirmation Letter all of which are dated May 23, 2008 (the "Agreement") between Naturener Glacier Wind Energy 2, LLC ("Party A", or "Seller") and San Diego Gas & Electric Company ("Party B", or "Buyer") (the "First Amendment")

WHEREAS, the Parties entered into the Agreement and now desire to amend the Agreement to change a condition precedent date.

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

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement. Pursuant to Section 10.8 of the Agreement, which states an amendment to this Agreement must be in writing and executed by each of the parties, the parties hereby agree to the following First Amendment effective as of May 5, 2009.

- 1) **Effectiveness.** The effectiveness of this First Amendment is conditioned upon receiving Final CPUC Amendment Approval. "Final CPUC Amendment Approval" shall mean a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves this First Amendment in its entirety and Buyer's request under the related advice letter filing. The Parties agree to cooperate and use all reasonable efforts to obtain the Final CPUC Amendment Approval as soon as is practicable. Should the CPUC issue an order approving this First Amendment or the advice letter filing with conditions or modifications that materially alter the commercial aspects of this First Amendment or materially alter the advice letter filing requests, the Parties shall have ten (10) Business Days from the mailing date of such order to provide the other Party written notice of the issuing Party's acceptance or rejection of the CPUC order as issued, provided, however, if a Party fails to provide written notification of its acceptance or rejection to the other Party within such ten (10) day period, that Party's silence shall be deemed to constitute acceptance of the CPUC order as issued and agreement by such Party that this condition has been satisfied, upon the Final Amendment Approval Date. "Final Amendment Approval Date" shall be defined as the first business day after the date on which the CPUC order approving this First Amendment becomes final and no longer subject to any appeal. If a notice of rejection is sent, the Parties agree to use good faith efforts to renegotiate this First Amendment. If, within sixty (60) days, no agreement is reached, either Party may terminate this First Amendment upon delivery of notice to the other Party.
- 2) **To the Confirmation Letter.** The Parties agree that the existing Section 9.1 shall be deleted in its entirety and replaced with the following:



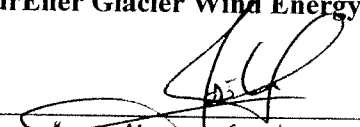
9.1 Contract Price. The Contract Price shall be as follows:

<i>Contract Years</i>	<i>Product (A) Contract Price (\$/MWh)</i>	<i>Product (B) Contract Price (\$/MWh)</i>
<i>Prior to start of Delivery Term if CPUC Approval has been granted</i>	<i>\$98.00</i>	<i>\$68.00</i>
<i>1 - 15</i>	<i>\$98.00</i>	<i>\$68.00</i>

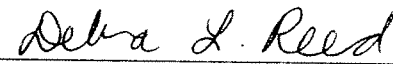
- 5) **Miscellaneous.** This First Amendment may be executed and delivered in counterparts, each of which will be deemed an original. Except as set forth above, all other terms and conditions of the Agreement shall remain unchanged hereby, and the Agreement shall continue in full force and effect. This First Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.


IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed as of the date indicated above.

NaturEner Glacier Wind Energy 2, LLC

By: 
 Name: Jose Maria Sanchez Seara
 Title: CEO

San Diego Gas & Electric Company

By: 
 Name: Debra L. Reed
 Title: President & Chief Executive Officer

By: 
 Name: Alfredo E. Cahua
 Title: CFO

APPROVED as to legal form 