

CONFIRMATION LETTER FOR RENEWABLE POWER

This Confirmation Letter for Renewable Power (“Confirmation”) is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement, dated May 23, 2008 (the “Master Agreement”), between **Naturener Glacier Wind Energy 2, LLC** (“Seller”) and **San Diego Gas & Electric Company** (“Buyer”), and constitutes part of and is subject to the terms and provisions of such Master Agreement (collectively, the “Agreement”). The parties have agreed to this Agreement in good faith and shall implement it in good faith. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

1.0 Effectiveness of Confirmation Letter. All obligations of the Parties are conditioned upon the satisfaction or waiver of the conditions precedent as set forth in this Section 1.0.

1.1 CPUC Approval. Except for Seller’s obligations to diligently pursue development of the Facility, achieve the applicable milestones, in accordance with Sections 11.0, that have due dates occurring prior to the deadlines for satisfaction or waiver of the conditions precedent set forth in this Section 1.0, and deliver the Quarterly Progress Report required in Section 11.1.3, the obligations of both Parties under this Agreement are expressly conditioned upon CPUC Approval of this Agreement and approval of Buyer’s proposed import strategy, as contained in this Agreement’s advice letter filing for approval. The Parties agree to cooperate and use all reasonable efforts to obtain the CPUC Approval as soon as is practicable. Should the CPUC issue an order approving this Agreement with conditions or modifications that materially alter this Agreement, 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 CPUC Approval Date. If a notice of rejection is sent, the parties agree to use good faith efforts to renegotiate this Agreement. If, within sixty (60) days, no agreement is reached, either party may terminate this Agreement upon delivery of notice to the other Party. For purposes of this Agreement, the “CPUC Approval Date” shall be defined as the first Business Day after the date on which the CPUC order approving this Agreement becomes final and no longer subject to any appeal.

1.2 Delay in CPUC Approval. If the CPUC Approval has not occurred within two hundred and ten (210) days from the date of execution of this

Agreement, Seller may terminate this Agreement without liability to either Party upon ten (10) days written notice to Buyer.

1.3 Delay in Financial Closing. If Seller has not obtained financial closing, including the funding of tax equity, for the permanent financing of the Facility by August 31, 2009, Seller may terminate this Agreement without liability to either Party upon ten (10) days written notice to Buyer.

2.0 Scope of Transaction. The Parties agree that the intent of this Confirmation is for Seller to sell and deliver and for Buyer to purchase and receive at the Delivery Point Product (A), as defined below, which contains Green Attributes, and immediately upon such delivery, for Buyer to sell and deliver and for Seller to purchase and receive at the Delivery Point Product (B), as defined below, which does not contain such Green Attributes. The Parties agree that if Seller sells and delivers Product A to Buyer at the Delivery Point, the Buyer's sale and delivery to Seller of Product B at the Delivery Point shall be automatic, continuous and unconditional. Seller has the sole right to schedule the Output to the Delivery Point.

2.1 Product (A). With respect to sales by Seller to Buyer: Output (defined in Section 3.1) delivered on an As-Available basis which includes all associated Green Attributes (as defined in the Cover Sheet). "As Available" means, with respect to a Transaction, that Seller shall deliver to Buyer and Buyer shall purchase at the Delivery Point the Product from the Facility, in accordance with the terms of this Agreement and subject to the excuses for performance specified in this Agreement. Such sales by Seller to Buyer shall be known as Product (A).

2.2 Product (B). With respect to sales by Buyer to Seller, Output (defined in Section 3.1) delivered on an As-Available basis which excludes all associated Green Attributes (as defined in the Cover Sheet). "As Available" means, with respect to a Transaction, that Buyer shall deliver to Seller and Seller shall purchase at the Delivery Point the Product from the Facility, in accordance with the terms of this Agreement. Such sales by Buyer to Seller shall be known as Product (B).

3.0 Facility. The Output (defined below) will be supplied from the following generation assets only (collectively, the "Facility" or the "Units"):

Facility Name:	Glacier Wind Energy 2 Facility
Site Name:	Glacier Wind Energy 2 Facility
Facility Physical Address:	1321 Hjartarson Road, Ethridge, MT 59435
Technology Type:	Wind
Specific Unit Description:	Acciona AW 77/1500 Class II wind turbine generators
Facility Total Nameplate Capacity:	103.5 MW

- 3.1 “Output” means all electrical energy produced from the Facility, net of electrical energy used to operate the Facility that is generated by the Facility, which may, on an instantaneous basis, be greater or less than the total nameplate rated Output of 103.5 MW and an annual estimated Output of 310,000 MWh.
- 3.2 The Facility must meet Commercial Operation by the Commercial Operation Deadline. “Commercial Operation Deadline” with respect to the Facility shall be no later than December 31, 2009, as extended by reason of Force Majeure or as may otherwise be extended by written agreement signed by both parties.
- 3.3 “Commercial Operation” means that (a) Seller shall have satisfied the requirements set forth in the Certificate of Commercial Operation in the form attached as Exhibit D for the Facility Total Nameplate Capacity, (b) Seller shall have delivered and Buyer shall have accepted in its reasonable discretion completed Certificate of Commercial Operation from Seller and a Licensed Professional Engineer (defined below); and (c) Seller shall have delivered a Guaranty as accepted by Buyer in accordance with Section 8 of the Master Agreement.
- 3.4 “Licensed Professional Engineer” means a person acceptable to Buyer in its reasonable judgment who (i) is licensed to practice engineering in the state (ii) has training and experience in the wind power industry, (iii) has no economic relationship, association, or nexus with the Seller, (iv) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility, and (v) is licensed in an appropriate engineering discipline for the required certification being made.
- 4.0 Delivery Point. The Delivery Point for both Product (A) and Product (B) is the point of interconnection as agreed to in the Facility’s interconnection agreement which shall be the high voltage side of the transformer located at the Glacier Electric Cooperative substation.
- 5.0 Delivery Term. The Parties shall specify the period of Product delivery for the “Delivery Term,” as defined herein, by checking one of the following boxes:
 (Check one)
 _____ delivery shall be for a period of ten (10) years.
X _____ delivery shall be for a period of fifteen (15) years.
 _____ delivery shall be for a period of twenty (20) years.
 _____ delivery shall be for a period of _____ years.

- 5.1 "Delivery Term" shall begin on the later of 1) the date of Commercial Operation or 2) the CPUC Approval Date, and continue for the time period

specified above; provided however, that if the CPUC Approval Date has occurred, the parties shall purchase and pay for Product (A) and Product (B) prior to the date of Commercial Operation as provided in Section 9 herein.

6.0 Output Requirements.

- 6.1 Contract Quantity--Product (A). During the Delivery Term, Seller shall deliver, and Buyer shall receive and pay for, Product (A) from the Facility as more fully described in Section 9. In no event shall Seller have the right to procure electric energy from sources other than the Facility for sale and delivery pursuant to this Agreement. Station Service Power - Retail (defined below) shall be provided by the local service provider and the electrical usage shall be metered separately from the Output metered at the Delivery Point.
- 6.2. Contract Quantity--Product (B). During the Delivery Term, upon immediate receipt of Product (A) from Seller, Buyer shall deliver, and Seller shall receive and pay for, Product (B) from the Facility as more fully described in Section 9.
- 6.3 “Station Service Power - Retail” means electrical energy used to operate the Facility other than electrical energy that is generated by the Facility.

7.0 Performance Guarantees / Excuses for Failure to Perform.

- 7.1 Energy Production Guarantees. The Buyer shall in its sole discretion have the right to declare an Event of Default if Seller fails to achieve the Guaranteed Energy Production in any 24 month period and such failure is not excused by the reasons set forth in subsections (ii), (iii), (v), or (vi) of Section 7.2 of this Agreement, “Excuses for Failure to Perform.”

Guaranteed Energy Production = 434,000 MWh per 24 month period.

- 7.2 Seller Excuses. Seller shall not be liable to Buyer for any damages determined pursuant to Article Four of the Agreement in the event that Seller fails to deliver the Product to Buyer for any of the following reasons:
- i. if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines) and such Forced Outage is not the result of Seller’s negligence or willful misconduct;
 - ii. Force Majeure;
 - iii. by Buyer’s failure to perform;
 - iv. by Scheduled Maintenance Outages of the specified units;

- v. a reduction in Output as ordered under terms of the dispatch down and Curtailment provisions (including Glacier Electric Cooperative's, Western Area Power Administration's or NorthWestern Energy's system emergencies); or
- vi. as determined by meteorological towers at the site of the Facility and calculated pursuant to Acciona's warranted power curves for the Facility, insufficient wind power for the specified units to generate energy or if wind speeds exceed the specified units' technical specifications.

7.3 Buyer Excuses. The performance of the Buyer to receive the Product (A) and to sell Product (B) may be excused only by the Seller's failure to perform.

8.0 Exclusivity.

8.1 Exclusivity. At no time shall Seller sell or otherwise dispose of Product A from the Facility to any third party except in the case of an Event of Default of Buyer or termination of this Confirmation in accordance with the terms of this Agreement, provided, however, that Seller may resell Product B received from Buyer to any third party.

9.0 Monthly Payments.

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

Contract Years	Product (A) Contract Price (\$/MWh)	Product (B) Contract Price (\$/MWh)
Prior to start of Delivery Term if CPUC Approval has been granted	89.00	68.00
1 – 15	89.00	68.00

9.2 Energy Payment. Before the Delivery Term if CPUC Approval has been granted and during the Delivery Term, Buyer shall pay Seller for all metered Product (A) Output delivered each month at the then applicable Contract Price, and Seller shall pay Buyer for all metered Product (B) Output delivered each month at the then applicable Contract Price.

9.3 Contract Year. Contract Year means each twelve month period commencing on the date of Commercial Operation and each twelve month period thereafter.

9.4 Netting of Payments. All payments for Product (A) Output and Product (B) Output shall be netted, and Buyer shall pay the netted amount to Seller on a monthly basis for Output delivered from the Facility in a month.

10.0 Reserved.

11.0 Facility Schedule. The Facility Milestones are the following:

No.	Task	Milestone Date
	Execution of Large Generator Interconnection Agreement with NorthWestern Energy interconnection or FERC filing of unexecuted LGIA	September 30, 2009
	Engineering Design Issued for Construction	September 30, 2009
	Turbine Supply Agreement ("TSA") and construction services agreement. To evidence Seller's ability to achieve the Commercial Operation by the Commercial Operation Date.	January 31, 2009
	Land Rights. Deliver to Buyer documentation in form and substance acceptable to Buyer evidencing Seller's leasehold interests in the Facility site for the duration of the Term of this Agreement.	January 31, 2009
	Execute agreement with WECC to use WREGIS	September 30, 2009
	Issuance of a final unconditional notice to proceed under the construction services agreement	September 30, 2009

11.1 Buyer's Right to Monitor. Buyer may exercise its due diligence responsibilities via the following:

11.1.1 Buyer shall have the right to review Facility design drawings and documents.

11.1.2 Buyer may inspect the Facility's construction site or on-site Seller data and information pertaining to the Facility during business hours upon reasonable notice.

11.1.3 Within seven (7) days after the close of each calendar quarter (or more frequently upon request by Buyer) until the date of Commercial Operation, Seller shall provide Quarterly Progress reports similar in form and content of Exhibit E: Quarterly Progress Reports to Buyer as may be modified from time to time to meet applicable CPUC requirements. Regularly scheduled meetings shall be held between representatives of Seller and Buyer for the purpose of reviewing Quarterly Progress Reports and Seller's construction progress.

11.2 Milestone Completion Notice. No later than seven (7) days after completion of each milestone set forth in Section 11.0, Seller shall submit written notice to inform Buyer of milestone completion. Seller must provide accompanying documentation (including copies of applicable agreements that may have price and costs elements redacted, permits and certificates) sufficient to demonstrate evidence of such milestone completion. In the event that the Seller is prohibited from disclosing an agreement due to confidentiality requirements of a counterparty, the Parties agree that Seller may submit to Buyer a letter from the counterparty confirming the completion of the relevant milestone.

12.0 Facility Delays.

12.1 Missed Milestones. If Seller misses three or more milestones set forth in Section 11.0 or misses any one by more than 90 days except as a result of Force Majeure, Seller shall submit to Buyer, within ten (10) days of such missed milestone date, a remedial action plan (the "Remedial Action Plan").

12.2 Missed Commercial Operation Deadline. Seller shall cause the Facility to achieve Commercial Operation on or before the Commercial Operation Deadline of December 31, 2009. If Commercial Operation occurs after the Commercial Operation Deadline, Seller shall pay Buyer delay damages equal to \$17,222.22 for each day or portion of a day that Commercial Operation has not occurred after the Commercial Operation Deadline, up to a maximum total of one hundred and eighty (180) days. Notwithstanding the foregoing, if Seller has demonstrated at least 90 MW of Installed Capacity on or before the Commercial Operation Deadline, but Commercial Operation of the Total Nameplate Capacity has not been met, Seller shall pay Buyer delay damages equal to \$17,222.22 times the Shortfall Fraction for each day or portion of each day after the Commercial Operation Deadline, up to a maximum total of one hundred and eighty (180) days (provided that Seller shall be entitled to up to an additional one hundred and eighty (180) days if there is a Serial Defect). "Installed Capacity" means the total nameplate capacity of the Facility that has been installed, tested, and is operating and delivering to the Delivery Point. The "Shortfall Fraction" means the difference between 103.5 MW and the Installed Capacity at the Commercial Operation Deadline (as such Installed Capacity may be increased by the addition of wind capacity meeting the definition of Installed Capacity following the Commercial Operation Deadline) divided by 103.5 MW. For example, if Seller installs 91.5 MW by December 31, 2009, then the Shortfall Fraction would be: $(103.5-91.5)/103.5=0.1159$. Seller shall also submit a Remedial Action Plan within ten (10) days of a missed Commercial Operation Deadline. Each Party agrees and acknowledges that (a) the actual damages that Buyer would incur due to delay in achieving Commercial Operation on or

before the scheduled Commercial Operation Deadline would be difficult or impossible to predict with certainty, (b) the daily delay damages set forth in this section are a reasonable and appropriate approximation of such damages, and (c) the daily delay damages set forth in this section are the exclusive remedy for Seller's delay in achieving Commercial Operation by the scheduled Commercial Operation Deadline but shall not otherwise act to limit any of Buyer's rights or remedies arising from any other Event of Default by Seller, including, without limitation, the failure by Seller to achieve Commercial Operation altogether.

12.3 Remedial Action Plan/Additional Event of Default. For purposes of Section 12.1 and Section 12.2, at a minimum, a Remedial Action Plan shall set forth a detailed description of Seller's course of action and plan to achieve all milestones set forth in Section 11.0 and Commercial Operation by the Commercial Operation Deadline. Approval of a Remedial Action Plan shall not relieve Seller of its obligation to meet any subsequent milestones and achieving Commercial Operation by the Commercial Operation Deadline. If Buyer, in its reasonable discretion, rejects any Remedial Action Plan submitted under Section 12.1 or 12.2, Buyer may declare an Event of Default.

13.0 Operating Procedures. No later than forty-five (45) days before the Commercial Operation, and from time to time as reasonably determined necessary by the Parties, the Parties shall meet to address how each Party will perform its respective obligations under this Agreement, including, but not limited to: (1) the method of day-to-day communications; (2) key personnel lists for each Party; (3) procedures for Forced Outage and Scheduled Maintenance Outage reporting; (4) procedures for delivery forecasting; (5) procedures for record keeping; (6) scheduling procedures if applicable; and (7) invoicing and payment procedures; provided, that the failure to agree on Operating Procedures will not relieve the Parties of their respective obligations under this Agreement.

14.0 Maintenance.

14.1 Scheduled Maintenance Outages. Seller shall operate, maintain, and arrange Scheduled Maintenance Outages for the Facility in accordance with Good Utility Practices. No later than forty-five (45) days before the start of each calendar year, Seller shall provide Buyer with a timetable of Scheduled Maintenance Outages for the following twelve (12) months. "Scheduled Maintenance Outage" means a planned shut down of any part of the Facility scheduled by Seller in accordance with this Section that affects Seller's ability to provide Output from the Facility to Buyer under this Agreement.

14.2 Maintenance Log. Seller shall maintain a maintenance log for the Facility. The log shall include but not be limited to information on power production, fuel consumption and efficiency (if applicable), availability,

maintenance (both breakdown and preventative) performed, outages, changes in operating status, inspections, manufacturer recommended services and replacement, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Information maintained pursuant to this paragraph shall be kept for two years and provided to Buyer electronically, within 30 days of Buyer's request.

15.0 Forecasts and Metering.

15.1 Annual Delivery Forecasts. No later than forty-five (45) days before the beginning of each calendar year, Seller shall provide a non-binding forecast of each month's average-day deliveries of Output for the following calendar year.

15.2 Monthly Delivery Forecasts Ten Business Days before the beginning of each month, Seller shall provide a non-binding forecast of each day's average deliveries of Output for the following month ("Monthly Delivery Forecast").

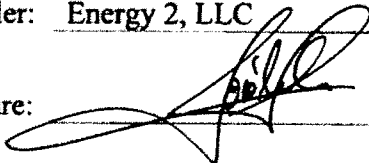
15.3 Metering. All deliveries of Output shall be metered in real-time basis without adjustment for any losses, including line losses. A copy of hourly metered shall be included in each monthly invoice. All meters and equipment used for the measurement of Output shall be provided, owned, maintained, inspected, tested and read at no cost to Buyer by the Seller.

IN WITNESS WHEREOF, the Parties have caused this Confirmation Letter to be duly executed as of the date first above written.

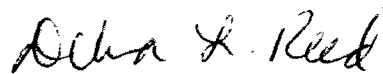
Seller: Naturener Glacier Wind
Energy 2, LLC

Buyer: San Diego Gas & Electric Company

Signature: _____



Signature: _____



By: Jose Maria Sanchez Seara

By: Debra L. Reed

Title: Chief Executive Officer

President &
Title: Chief Executive Officer

APPROVED as to legal form A.S.

**EXHIBIT B
FORM OF GUARANTY**

GUARANTY

In consideration of San Diego Gas & Electric Company ("Company") entering into a power purchase agreement with Naturener Glacier Wind Energy 2, LLC (hereinafter referred to as "Applicant"), [NAME OF GUARANTOR], a [TYPE OF LEGAL ENTITY i.e. California corporation], (hereinafter referred to as "Guarantor") agrees with Company as follows:

1. The term "Obligations" shall mean all obligations, liabilities and indebtedness of any kind whatsoever arising in connection with the Master Power Purchase and Sale Agreement, including related Cover Sheet and Confirmation dated May 23, 2008 (the "PPA") or arising in connection with or under any security agreement or other agreement between the Company and Applicant with respect to the PPA. The amount of Obligations existing from time to time shall be calculated after giving effect to all contractual netting arrangements between Applicant and the Company. Subject to paragraph 7, the liability of Guarantor hereunder shall not exceed \$ _____ in the aggregate.
2. Guarantor unconditionally and irrevocably guarantees to Company the full, prompt and faithful payment and performance when due of each and all of the Obligations. Upon the failure or refusal by Applicant to pay all or any portion of the Obligations, the Company may make a written demand upon Guarantor. Such demand shall be in writing and shall state the amount Applicant has failed to pay and an explanation of why such payment is due, with a specific statement that Company is calling upon Guarantor to pay under this Guaranty. Guarantor shall promptly, but in no event more than five (5) days following demand by the Company, pay such Obligations in immediately available funds.
3. This is a continuing guaranty relating to the Obligations until all of the Obligations have been performed or paid in full. Guarantor acknowledges that there is a continuing consideration to Guarantor for this Guaranty and therefore Guarantor waives and relinquishes the right to revoke or terminate this Guaranty as provided in California Civil Code Section 2815.
4. Any of the Obligations may be amended, modified, waived, or increased (whether or not beyond any dollar limitation hereunder and without affecting such dollar limitation), further agreements may be entered into between Company and Applicant, Company may provide additional goods or services or credit to Applicant or increase or decrease the dollar value of such goods, services or credit, and further obligations (including, without limitation, the provision or pledging of security to Company for any obligation), indebtedness and liabilities may be entered into or incurred from time to time by Applicant and without further authorization from or notice to Guarantor and no such action shall terminate, release, impair, reduce, discharge, diminish or in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse or defense against Company. Company need not inquire into the power of Applicant or the authority of its officers, directors, partners or agents acting or purporting to act on its behalf for the purposes of this Guaranty.
5. With respect to all Obligations, this is a guaranty of payment and performance and not of collection, and Guarantor waives and agrees not to assert or take advantage of:
 - (a) any right to require Company to proceed against Applicant or any other person or to resort to, proceed against or exhaust any security held by it at any time or to pursue any other remedy in its power before proceeding against any Guarantor;
 - (b) other than a demand for payment as set forth in paragraph 2 above, demand, presentment, protest and notice of any kind including, without limiting the generality of the foregoing,

notice of nonperformance, protest, dishonor and acceptance of this Guaranty, notice under Section 9611 of the California Commercial Code, and notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Applicant, Company, a guarantor under this or any other instrument, or creditor of Applicant or any other person whomsoever, in connection with any of the Obligations or any collateral for any of the Obligations or in connection with any of the Obligations; and

(c) any suretyship defenses and suretyship rights of every nature otherwise available under California law and the laws of any other state or jurisdiction, including, without limitation, all defenses and rights arising under Sections 2787 through 2855 of the California Civil Code (the "Suretyship Provisions") and any successor provisions to those Sections. Without limiting the generality of the foregoing, Guarantor acknowledges his, her or its understanding that the Suretyship Provisions provide various partial or complete defenses to the recovery by Company from Guarantor and/or grant Guarantor rights the enforcement of which could reduce or eliminate entirely Guarantor's liability hereunder to Company. Among the defenses and rights contained in the Suretyship Provisions are the following: (1) Section 2809 of the Civil Code, which provides, in part, that the obligation of a surety must not be either larger in amount or in other respects more burdensome than that of the principal; (2) Section 2810 of the Civil Code, which provides, in part, that a surety is not liable if for any reason other than the mere personal disability of the principal there is no liability upon the part of the principal at the time of execution of the contract, or the liability of the principal thereafter ceases; (3) Section 2819 of the Civil Code, which provides, in part, that a surety is exonerated if the creditor alters the original obligation of the principal without the consent of the surety; (4) Section 2845 of the Civil Code, which provides, in part, that a surety is exonerated to the extent that the creditor fails to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue and which would lighten the surety's burden; (5) Section 2846 of the Civil Code, which provides that a surety may compel his principal to perform the obligation when due; (6) Section 2847 of the Civil Code, which provides, in part, that if a surety satisfies the principal obligation, or any part thereof, the principal is obligated to reimburse the surety for the amounts paid by the surety; (7) Section 2848 of the Civil Code, which provides, in part, that a surety, upon satisfaction of the obligation of the principal is entitled to enforce remedies which the creditor then has against the principal; (8) Section 2849 of the Civil Code, which provides, in part, that a surety is entitled to the benefit of security held by the creditor for the performance of the principal obligation held by the creditor; (9) Section 2850 of the Civil Code, which provides, in part, that whenever the property of a surety is hypothecated with property of the principal, the surety is entitled to have the property of the principal first applied to the discharge of the obligation; and (10) Section 2822 of the Civil Code, which provides, in part, for a right to have the principal designate the portion of any obligation to be satisfied by the surety in the event that the principal provides partial satisfaction of such obligation. None of the foregoing waivers of Suretyship Provisions shall diminish, affect or impair the limitation on Guarantor's liability set forth in paragraph 1 above.

6. All existing and future indebtedness of Applicant to Guarantor ("Intercompany Obligations") is subordinated to all Obligations hereby guaranteed. All of Guarantor's right, title and interest in and to the Intercompany Obligations and rights to receive any payments of the Intercompany Obligations are hereby granted and assigned to Company as continuing security for the Obligations hereby guaranteed, and, in the event of any default in the payment of any of the Obligations when due and until the Obligations guaranteed hereby have been paid in full (a) at the Company's request, Applicant shall forthwith pay to the Company all or any part of such Intercompany Obligations and any capital which Guarantor is entitled to withdraw until all of the Obligations guaranteed hereby have been paid in full, and (b) Guarantor shall pay to Company immediately any payments of such Intercompany Obligations received by Guarantor.

7. Guarantor agrees to pay all reasonable attorneys' fees (including without limitation, reasonably allocated fees of in-house counsel) and all other reasonable costs and expenses which may be

incurred by Company in the enforcement of this Guaranty against Guarantor. Any costs for which Guarantor becomes liable pursuant to this paragraph 7 shall not be subject to, and shall not count toward, the guaranty limit set forth in paragraph 1 above.

8. This Guaranty is not assignable by Guarantor without Company's consent. This Guaranty shall inure to the benefit of Company and its successors and assigns, including the assignees of any Obligations, and bind the heirs, executors, administrators, successors and permitted (if any) assigns of Guarantor. This Guaranty is assignable by Company with respect to all or any portion of the Obligations, and when so assigned Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder with respect to any Obligations retained by Company; provided, however, that no such assignment by the Company shall be binding upon Guarantor until it receives written notice of such assignment from the Company.

9. This Guaranty shall be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law provisions. Guarantor hereby irrevocably and unconditionally agrees that any legal action or proceeding against Guarantor or any of Guarantor's property with respect to this Guaranty may be brought in the courts of the State of California in the County of San Diego or the courts of the United States in the County of San Diego, as Company may elect, and by executing and delivering this Guaranty Guarantor hereby submits to and accepts with regard to any such action or proceeding for himself, herself or itself and in respect of his, her or its property, generally, irrevocably and unconditionally, the jurisdiction of the above mentioned courts. Guarantor hereby irrevocably appoints the Secretary of State of the State of California as his, her or its agent for service of process in any suit or proceeding if the Guarantor is located outside the State of California at the time of service or cannot reasonably be located by Company. The foregoing, however, shall not limit the right of Company as it may elect to bring any legal action or proceeding or to obtain execution of judgment in any other appropriate jurisdiction including but not limited to any other jurisdiction in which Guarantor or his, her or its property is located.

10. Except as provided in any other written agreement now or at any time hereafter in force between Company and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Company with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Company unless expressed herein.

11. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, or by reliable overnight courier to the address below (or to such new address as Company may designate hereafter in a notice to Guarantor) in the case of a communication to the Company and to the address appearing next to Guarantor's signature on this Guaranty (or to such new address as Guarantor may designate hereafter in a notice to Company) in the case of a communication to Guarantor. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier.

San Diego Gas & Electric Company
555 W. Fifth Street
Attn: Major Markets 10E3, Credit
Manager
Los Angeles, CA 90013
Fax No.: (213) 244-8316

12. Until all of the Obligations guaranteed hereby have been satisfied in full, Guarantor shall have no right of subrogation or reimbursement from the Applicant which Guarantor may have as a result of any payment by Guarantor under this Guaranty, and waives any right to enforce any remedy which Company now has or may hereafter have against the Applicant as a result of such payment by Guarantor under this Guaranty and waives any right under section 2849 of the California Civil Code and any other benefit of or right to participate in any security now or hereafter held by Company.

13. All amounts payable by Guarantor hereunder shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that Guarantor shall be prohibited by law from doing so, in which case Guarantor shall pay to Company such additional amount as shall be necessary to ensure that Company receives the full amount it would have received if no such deduction or withholding had been made.

14. If any portion of this Guaranty is held to be unenforceable by a court of competent jurisdiction, the remainder of this Guaranty shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty on [MONTH AND DAY], 2008.

GUARANTOR: [NAME OF GUARANTOR]

Signature

Title

Printed Name of Person Signing for Guarantor

Guarantor's Address

City, State, Zip

Guarantor's Phone No.

EXHIBIT C

FORM OF LETTER OF CREDIT

[DATE]

To: [Name and Address of Secured Party]

Re: Our Irrevocable Standby Letter of Credit No. _____
In the Amount of US _____

Gentlemen:

We hereby open our irrevocable standby Letter of Credit Number _____ in favor of [name of Secured Party] ("Secured Party"), by order and for account of [name of Account Party] ("Account Party"), [address of Account Party], available at sight upon demand at our counters, at [location] for an amount of US\$ _____ [amount spelled out and xx/100 U.S. Dollars] against presentation one of the following documents:

1- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "[name of Account Party] ("Account Party") is in default, or the amount listed below is otherwise due and owing, under the Master Power Purchase and Sale Agreement between Secured Party and Account Party dated May 23, 2008 (the "Agreement"). The amount due to Secured Party is US \$ _____."

or

2- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "as of the close of business on _____ [insert date, which is less than 60 days prior to the expiration date of the Letter of Credit] you have provided written notice to us indicating your election not to permit extension of this Letter of Credit beyond its current expiry date. The amount due to Secured Party, whether or not a default has occurred, is U.S. \$ _____."

Special Conditions:

- All costs and banking charges pertaining to this Letter of Credit are for the account of Account Party.
- Partial and multiple drawings are permitted.
- Fax of Document 1 or 2 above acceptable.

This Letter of Credit expires on _____ at our counters.

We hereby engage with Secured Party that upon presentation of a document as specified under and in compliance with the terms of this Letter of Credit, this Letter of Credit will be duly

honored in the amount stated in Document 1 or 2 above. If a document is so presented by 1:00 pm on any New York banking day, we will honor the same in full in immediately available New York funds on that day and, if so presented after 1:00 pm on a New York banking day, we will honor the same in full in immediately available New York funds by noon on the following New York banking day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary of such date, unless at least ninety (90) days prior to any such expiry date we have sent you written notice by regular and registered mail or courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of California.

[Name of Bank]

Authorized Signature(s)

EXHIBIT D

COMMERCIAL OPERATION CERTIFICATE

The undersigned, _____ (“Licensed Professional Engineer”) and Naturener Glacier Wind Energy 2 LLC (“Seller”) make the following certifications to San Diego Gas & Electric Company (“SDG&E”), dated as of _____. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Power Purchase & Sale Agreement dated May 23, 2008 between Seller and SDG&E (the “Agreement”).

Seller hereby certifies that:

1. Except for punch list items that would not materially affect the performance, reliability or safe operation of the Facility, the Facility has been completed in accordance with all applicable specifications and is ready for continuous commercial operation in compliance with all applicable laws and governmental approvals. The Facility has successfully passed a performance test which demonstrates that each Wind Turbine Generator (“WTG”) for the entire Facility Total Nameplate Capacity, tested over a period of 200 hours, has achieved an individual output of 85% (of potential output per the WTG’s power curve), and these test reports have been submitted to SDG&E. The warranty period under the turbine supply agreement with Acciona Windpower North America LLC (“Acciona”) is in effect. All requirements necessary for the Facility to achieve substantial completion under the construction services agreement have been met.
2. The Operation and Maintenance Agreement (O&M Agreement), by and between Acciona and Naturener USA, LLC, dated as of July 5, 2007 and amended February 11, 2008, has been assigned to Seller and has commenced.
3. Seller has a valid leasehold or real property interest in the Facility Site for a term of at least 15 years from the Commercial Operation date.
4. The interconnection facilities have been completed in accordance with applicable specifications, tariffs, laws and governmental approvals to enable power generated by the Facility to be received at the Delivery Point.
5. Seller has obtained all governmental approvals necessary for the continuous commercial operation of the Facility and the Facility is in compliance with all such governmental approvals and all other applicable laws.

Licensed Professional Engineer certifies that:

1. We have read the Agreement, the construction services agreement and the turbine supply agreement and we understand the requirements for Commercial Operation under the Agreement.
2. We have reviewed the material and data made available to us by the Seller for the Facility.
3. To the extent practical, we have reviewed the engineering and performance testing for the Facility and in the course of this review we have not discovered any material errors or omissions in the work performed to date.
4. We have reviewed paragraph number 1 of the certification of Seller, Naturener Glacier Wind Energy 2 LLC above, and find the representation provided to be correct in all material respects.
5. Based on our review of the aforementioned information and of information provided to us by others which we have not independently verified, we are of the opinion that Commercial Operation has occurred as defined in the Agreement.

SELLER

a Delaware limited liability company

By: _____
Name:
Title:

LICENSED PROFESSIONAL ENGINEER:

a _____ corporation

By: _____
Name:
Title:

ACCEPTED BY SDG&E

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT E
FORM OF QUARTERLY PROGRESS REPORT

Quarterly Progress Report
of
[_____]

(“Seller”)

provided to
San Diego Gas & Electric Company

[Date]

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1.0 Instructions.

All capitalized terms used in this report shall have the meanings set forth below and any capitalized terms used in this report which are not defined below shall have the meanings ascribed thereto in the Master Power Purchase and Sale Agreement by and between _____ ("Seller") and San Diego Gas & Electric Company dated May 23, 2008 (the "Agreement").

Seller shall review the status of each significant element of the Facility Schedule provided pursuant to Section 10.0 of the Confirmation and Seller shall identify such matters referenced in clauses (i)-(v) below as known to Seller and which in Seller's reasonable judgment are expected to adversely affect the Project or the Facility Schedule, and with respect to any such matters, shall state the actions which Seller intends to take to ensure that Conditions and the Milestones will be attained by their required dates. Such matters may include, but shall not be limited to:

(i) Any material matter or issue arising in connection with a Governmental Approval, or compliance therewith, with respect to which there is an actual or threatened dispute over the interpretation of a law or regulation, actual or threatened opposition to the granting of a necessary Governmental Approval, any organized public opposition, any action or expenditure required for compliance or obtaining approval that Seller is unwilling to take or make, or in each case which could reasonably be expected to materially threaten or prevent financing of the Project, attaining any Condition or Milestone, or obtaining any contemplated agreements with other parties which are necessary for attaining any Condition or Milestone or which otherwise reasonably could be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(ii) Any development or event in the financial markets or the independent power industry, any change in taxation or accounting standards or practices or in Seller's business or prospects which reasonably could be expected to materially threaten financing of the Project, attainment of any Condition or Milestone or materially threaten any contemplated agreements with other parties which are necessary for attaining any Condition or Milestone or could otherwise reasonably be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(iii) A change in, or discovery by Seller of, any legal or regulatory requirement which would reasonably be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(iv) Any material change in the Seller's schedule for initiating or completing any material aspect of Project;

(v) The status of any matter or issue identified as outstanding in any prior Quarterly Report and any material change in the Seller's proposed actions to remedy or overcome such matter or issue.

Seller shall complete, certify, and deliver this form Quarter Quarterly Progress Report to [____], together with all attachments and exhibits, with [3] copies of the Report delivered to [____] and [_____].

2.0 Executive Summary.

2.1 Major activities to be performed for each aspect of the Project during the current calendar quarter.

Please provide a brief summary of the Major¹ activities to be performed for each of the following aspects of the Project during the current calendar quarter:

- 2.1.1 Design
- 2.1.2 Engineering
- 2.1.3 Major Equipment procurement
- 2.1.4 Construction
- 2.1.5 Milestone report
- 2.1.6 Permitting (See Section 3.0)

2.2 Major activities scheduled to be performed in the previous calendar quarter but not completed as scheduled.

Please provide a brief summary of the Major activities which were scheduled to be performed in the previous calendar quarter and their status, including those activities that were not completed as scheduled:

- 2.2.1 Design
- 2.2.2 Engineering
- 2.2.3 Major Equipment procurement
- 2.2.4 Construction
- 2.2.5 Milestone report
- 2.2.6 Permitting

3.0 Permitting.

The following describes each of the Major Governmental Approvals required for the construction of the Facility and the status of each:

¹ For Purposes of this Report, “Major” shall mean any activity, event, or occurrence which may have a material adverse impact on the construction of the Facility or completion of the Project on a timely basis if such activity, event, or occurrence occurs or if such activity, event, or occurrence fails to occur as anticipated or scheduled, which material adverse impact includes, but is not limited to, Seller’s inability to achieve a Milestone Date.

3.1 State and/or federal Governmental Approvals.

Please describe each of the Major state and/or federal Governmental Approval to be obtained by Seller (or EPC Contractor) and the status of each.

DESCRIPTION	STATUS

3.2 Local and/or county Governmental Approvals.

Please describe each of the Major local and/or county Governmental Approvals to be obtained by Seller and the status of each.

DESCRIPTION	STATUS

3.3 Permitting activities which occurred during the previous calendar quarter.

Please list all permitting activities which occurred during the previous calendar quarter.

3.4 Permitting activities occurring during the current calendar quarter.

Please list all permitting activities which are expected to occur during the current calendar quarter.

3.5 Permitting Notices received from EPC Contractor.

Please attach to this Quarterly Progress Report copies of any notices related to permitting activities received from EPC Contractor during the previous calendar quarter.

4.0 Design Activities.

4.1 Table of design schedule to be followed by Seller and its subcontractors.

The following table lists the design schedule to be followed by Seller and its subcontractors.

ACTIVITY	CONTRACTOR/ SUBCONTRACTOR	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE

4.2 Design activities to be performed during the current calendar quarter.

Please explain in detail the design activities which are expected to be performed during the current calendar quarter.

4.3 Table of design activities completed during the previous calendar quarter.

Please explain in detail the design activities which were completed during the previous calendar quarter.

6.2 Major Equipment procurement activities to be performed during the current calendar quarter.

Please explain in detail the major equipment procurement activities which are expected to be performed during the current calendar quarter.

6.3 Major Equipment procurement activities completed during the previous calendar quarter.

Please explain in detail the major equipment procurement activities which were completed during the previous calendar quarter.

7.0 Construction Activities.

7.1 Table of construction activities to be performed by Seller and its subcontractors.

The following tables lists construction activities to be performed by Seller and its subcontractors:

ACTIVITY	CONTRACTOR/ SUBCONTRACTOR	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE
Civil Progress			
Structural Progress			
Turbine Installation Progress			
Piping Progress			
IC and Electrical Progress			
Subcontractor Progress			

7.2 Construction activities to be performed during the current calendar quarter.

Please explain in detail the construction activities which are expected to be performed during the current calendar quarter.

7.3 Construction activities completed during the previous calendar quarter.

Please explain in detail the construction activities which are expected to be performed during the previous calendar quarter.

7.4

Three-month look-ahead construction schedule.

Please provide a three-month look ahead construction schedule.

8.0 Milestones.

8.1 Milestone schedule.

Please state the status and progress of each Milestone and identify any completed Milestone(s) for the previous calendar quarter.

8.2 Remedial Action Plan (applicable if Seller fails to achieve Milestone by the Milestone Date).

Please explain in detail each of the following aspects of Seller's remedial action plan:

8.2.1 Missed Milestone

8.2.2 Plans to achieve missed Milestone

8.2.3 Plans to achieve subsequent Milestone

8.2.4 Delays in engineering schedule

Please explain in detail any delays beyond the scheduled Milestone Dates stated in Section 5.1, any impact from the delays on the engineering schedule, and Seller's plans to remedy such impact.

8.2.5 Delays in Major Equipment procurement

Please explain in detail any delays beyond the contracted delivery date and/or the projected installation date stated in Section 6.1, any impact from the delays on Major Equipment procurement schedule, and Seller's plans to remedy such impact.

8.2.6 Delays in construction schedule

Please explain in detail any delays beyond the scheduled completion dates stated in Section 7.1, any impact from the delays on the construction schedule, and Seller's plans to remedy such impact.

9.0 Safety and Health Reports

9.1 Please list all accidents from the previous calendar quarter:

9.2 Any work stoppage from the previous calendar quarter:

9.3 Work stoppage impact on construction of the Facility:

I, _____, on behalf of and as an authorized representative of, do hereby certify that any and all information contained in the attached Seller's Quarterly Progress Report is true and accurate, and reflects, to the best of my knowledge, the current status of the construction of the Facility as of the date specified below.

By: _____

Name: _____

Title: _____

Date: _____

RPS Project Development Status Report

Project Name

Date

Date of Latest Construction Progress Report from Counterparty:

Project Owner/Counterparty:

Technology:

Capacity (MW):

Annual Energy (GWh/year):

On-Line Date:

Term/Duration (years):

Construction Start Date:

Point of Delivery:

Location:

Status At-A-Glance

The below to be filled in w/ either: Completed, Acceptable, Unknown, or Concern. See Section B for a description of milestones. When the answer is "Concern" the milestone should be flagged with a notation number where additional detail is provided in Section A.

Milestones	Status	Initial Completion Date	Projected Completion Date
Fuel/Resource Supply:			
Financing:			
Corporate Financing			
Project Financing			
Site Control (100%):			
Permitting:			
Engineering:			
Major Equipment Procurement:			
Construction:			
Startup Testing and Commissioning:			
Transmission:			

Transmission - Detail (see Section C)

Dependent Transmission Upgrade(s):

Scheduled Completion:

Point of Interconnection:

Early Interconnection:

Gen-Tie Length:

Gen-Tie Voltage:

ISO Queue Position:

Feasibility Study (FS):

System Impact Study (SIS):

Facilities Study (FAS):

Remedial Action Plan:

Additional Comments:

Date of Preparation: