

MASTER POWER PURCHASE AND SALE AGREEMENT
COVER SHEET

This *Master Power Purchase and Sale Agreement* (Version 2.1; modified 4/25/00) ("Master Agreement") is made as of the following date: May 16, 2008 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmations accepted in accordance with this Agreement) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name: Naturener Glacier Wind Energy 1, LLC

("Party A")

All Notices:

Street: 394 Pacific Avenue, Suite 300

City: San Francisco, Ca Zip: 94111

Attn: Contract Administration

Phone: 415 217 5500

Facsimile: 415 217 5599

Invoices:

Attn: Alfredo Cahuas

Phone: 415 217 5500

Facsimile: 415 217 5599

Scheduling:

Attn: Alfredo Cahuas

Phone: 415 217 5500

Facsimile: 415 217 5599

Name: San Diego Gas & Electric Company ("Party B")

All Notices:

Street: 8315 Century Park Court

City: San Diego, CA Zip: 92123

Attn: Contract Administration

Phone: (858) 650-6176

Facsimile: (858) 650-6190

Duns: 006911457

Federal Tax ID Number: 95-1184800

Invoices:

San Diego Gas & Electric Company

8315 Century Park Ct.

San Diego, California 92123-1593

Attn: Energy Accounting Manager

Phone: (858) 650-6177

Facsimile: (858) 650-6190

Scheduling:

San Diego Gas & Electric Company

8315 Century Park Ct.

San Diego, California 92123-1593

Attn: Transaction Scheduling Manager

Phone: (858) 650-6160

Facsimile: (858) 650-6191

Payments:

Attn: Alfredo Cahuas
Phone: 415 217 5500
Facsimile: 415 217 5599

Wire Transfer:

BNK: Bank of America
ABA: ABA 026009593
ACCT: 0033568768
Confirmation: John Pomeroy
FAX: 415 986 1248
Beneficiary: Naturener USA, LLC on behalf of
Naturener Glacier Wind Energy 1, LLC

Credit and Collections:

Attn: Alfredo Cahuas
Phone: 415 217 5500
Facsimile: 415 217 5599

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Nancy Murray
Phone: 415 217 5500
Facsimile: 415 217 5599

Payments:

San Diego Gas & Electric Company
PO Box 25110
Santa Ana, CA 92799-5110
Attn: Mail Payments
Phone: (619) 696-4521
Facsimile: (619) 696-4899

Wire Transfer:

BNK: Union Bank of California
for: San Diego Gas & Electric Company
ABA: Routing # 122000496
ACCT: #4430000352
Confirmation: SDG&E, Major Markets
FAX:(213) 244-8316

Credit and Collections:

San Diego Gas & Electric Company, Major Markets
555 W. Fifth Street, ML 10E3
Los Angeles, CA 90013-1011
Attn.: Major Markets, Credit and Collections Manager
Fax No.: (213) 244-8316
Phone: (213) 244-4343

With additional Notices of an Event of Default or
Potential Event of Default to:

Sempra Energy
101 Ash Street
San Diego, CA 92101
Attn: Assistant General Counsel, Commercial Law
Facsimile: (619) 696-4377

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff FERC market based rate authorization to be obtained prior to start of Delivery Term

Party B Tariff FERC Electric Tariff, Original Volume No. 10, Original Sheet Nos. 1-3

Article Two TO BE DETERMINED

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four TO BE DETERMINED

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five TO BE DETERMINED

Events of Default; Remedies

Cross Default for Party A:

Party A: N/A Cross Default Amount: N/A

Other Entity: N/A Cross Default Amount: N/A

Cross Default for Party B:

Party B: N/A Cross Default Amount: N/A

Other Entity: N/A Cross Default Amount: N/A

5.6 Closeout Setoff

Option A (Applicable if no other selection is made.)

Option B – Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows:

Option C (No Setoff)

Article 8 TO BE DETERMINED

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

Option A

Option B Specify: _____

Option C Specify: _____

(b) Credit Assurances:

Not Applicable

Applicable

(c) Collateral Threshold:

Not Applicable

Applicable

If applicable, complete the following: N/A

Party B Collateral Threshold: \$ _____; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount \$ _____

Party B Rounding Amount \$ _____

(d) Downgrade Event:

Not Applicable

Applicable

If applicable, complete the following: N/A

It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's

Other:

Specify: _____

(e) Guarantor for Party B: None

Guarantee Amount: None

8.2 Party B Credit Protection:

(a) Financial Information:

Option A

Option B Specify: Guarantor

Option C Specify:

(b) Credit Assurances:

Not Applicable

Applicable

(c) Collateral Threshold:

Not Applicable

Applicable

If applicable, complete the following: N/A

Party A Collateral Threshold: \$ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of

Default with respect to Party A has occurred and is continuing.

Party A Independent Amount \$ _____

Party A Rounding Amount \$ _____

(d) Downgrade Event:

Not Applicable

Applicable

If applicable, complete the following: N/A

It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's

Other:

Specify: _____

(e) Guarantor for Party A: Meeting the criteria set forth in Section 8.4, Grupo Naturener, S.A or a replacement Guarantor which is a U.S. entity and is otherwise reasonably acceptable to Party B.

Guarantee Amount: \$3.25 million

(f) 8.4 If the parties elect as being applicable, Section 8.4 shall apply:

Not Applicable

Applicable

Article 10 TO BE DETERMINED

Confidentiality

Option A: Confidentiality Applicable. If not checked, inapplicable.

Option B: Confidentiality Notification.

If Option B is checked on the Cover Sheet, Seller has waived its right to notification in accordance with Section 10.11(v).

Schedule M

Party A is a Governmental Entity or Public Power System

Party B is a Governmental Entity or Public Power System

Add Section 3.6. If not checked, inapplicable

Add Section 8.4. If not checked, inapplicable

Schedule P

Schedule P: Products and Related Definitions shall be deleted in its entirety.

Other Changes

Specify, if any: The following changes shall be applicable:

Article One. General Definitions.

(a) **Definitions.** The following definitions are amended as set forth below:

(1) Section 1.11 "Costs" shall be deleted in its entirety and replaced with the following:

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction

(2) Section 1.23 "Force Majeure" shall be deleted in its entirety and replaced with the following:

"Force Majeure" means any cause or event beyond the reasonable control of the affected Party which was not anticipated as of the date of the Transaction and not due to the fault or negligence of the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, including but not limited to (but only to the extent that the following examples satisfy such definition): (a) acts of God such as extreme weather conditions, droughts, floods, earthquakes, (b) fires, explosions, accidents that could not have been prevented by acting in accordance with Good Utility Practice (defined below), and (c) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism and sabotage, blockades, embargoes, industry-wide strikes. Notwithstanding anything to the contrary in the foregoing, the following shall not constitute Force Majeure: (a) lack of finances; (b) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above or Serial Defect as defined in Section 1.64); (c) changes in governmental approvals or the

conditions imposed thereunder or the failure to grant or renew such governmental approvals; or (d) Seller's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement.

"Good Utility Practice" means any practices, methods and acts (i) required by the National Electric Safety Code or NERC, whether or not Seller is a member thereof, or (ii) otherwise engaged in or approved by a significant portion of the utility electric generation industry during the relevant time period or any of the practices, methods and acts that in the exercise of commercially reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be the optimum practice, method or act to the exclusion of all others, but rather is intended to be any of the practices, methods and/or actions generally accepted in the region.

- (3) Section 1.24 "Gains" shall be deleted in its entirety and replaced with the following:

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction for the remaining term of such Transaction, determined in a commercially reasonable manner, solely with respect to Green Attributes. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of the applicable Transaction.

- (4) Section 1.25 shall be modified by adding the following as the last sentence: "Guarantor shall issue a Guaranty in substantially the same format attached hereto as Exhibit B."
- (5) Section 1.27 shall be modified by adding the words "and substantially in the same form as the Letter of Credit template attached hereto as Exhibit C" at the end of the first

sentence.

- (6) Section 1.28 “Losses” shall be deleted in its entirety and replaced with the following:

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction for the remaining term of such Transaction, determined in a commercially reasonable manner, solely with respect to Green Attributes. Factors used in determining the loss of economic benefit may include, without limitation, reference to information available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of the applicable Transaction.

- (7) Sections 1.35 and 1.36 shall be modified by deleting the phrase “as defined in Schedule P.” and replacing such phrase with “as defined in the Confirmation.”
- (8) Section 1.45 shall be modified by including the words “acceptable to the requesting party” after the words “Letter(s) of Credit”.
- (9) Section 1.51 is amended by replacing the current definition with the following:

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases for delivery a replacement for any Green Attributes and meets the requirements of Section 10.2(xiii) but was not delivered by Seller, plus costs reasonably incurred by Buyer in purchasing such substitute Green Attributes, or absent a purchase, the market price for such Green Attributes that satisfies the California Renewables Portfolio Standard as determined by Buyer in a commercially reasonable manner. In no event shall such price include any ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Green Attributes to the extent Buyer shall have entered into one or more arrangements for purchase of replacement

Green Attributes in a commercially reasonable manner.

“California Renewables Portfolio Standard” means the Renewables Portfolio Standard of California under California Senate Bills 1078 and 107 as codified in Sections 387, 390.1, and 399.25 and Article 16 (commencing with Section 399.11) of Chapter 2.3 of Part 1 of Division 1 of, the California Public Utilities Code, as such code reference may be amended from time to time.

(10) Section 1.53 is amended by replacing the current definition with the following:

“Sales Price” means the price at which Seller, acting in a commercially reasonable manner, resells any Green Attributes not received by Buyer, deducting from such proceeds any costs reasonably incurred by Seller in reselling such Green Attributes including all costs charged by the applicable independent system operator (ISO) to deliver the Green Attributes into the ISO System. In no event shall such price include any ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability. The Sales Price may be less than zero.

(11) Section 1.62 is added as follows:

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

(12) Section 1.63 is added as follows:

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project and its displacement of conventional Energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

(13) Section 1.64 is added as follows:

“Serial Defect” means (a) a defect in any Unit or component thereof causing impaired performance or failure, or requiring the removal from service of any Unit or component thereof (for replacement or otherwise) in accordance with Good Utility Practice, which results in a material reduction in the output of one or more Units comprising the Project to the extent attributable to a defect in any Unit or component thereof causing impaired performance or failure, or requiring the removal from service of any Unit or component thereof (for replacement or otherwise); (b) the component manufacturer has issued a bulletin regarding the defect; and (c) 25% or more of the same component or Units included in the Project contains the same defect in any six (6) month period. In this context, a component shall contain a “defect” if such component (i) breaks or ceases to perform the function for which it was designed or installed (exclusive of normal wear and tear) and is not free of material defects in material and workmanship, or (ii) fails to conform to applicable technical or design specifications.”

(14) Section 1.65 is added as follows:

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(g), as may be amended from time to time or as further defined or supplemented by Law.

Article Two: Transaction Terms and Conditions

- (a) Amend Section 2.1 by deleting the phrase “orally, or if expressly required by either party with respect to a particular Transaction,”
- (b) Section 2.3 shall be deleted in its entirety.

Article Three: Obligations and Deliveries

- (a) Section 3.2 “Transmission and Scheduling” shall be deleted.
- (b) **Force Majeure.** Add the following two paragraphs at the end of Section 3.3:

“Before and after the date of Commercial Operation, this Agreement may be terminated by the

non-Claiming party with no further obligation to either party if a Force Majeure event prevents the performance of a material portion of the obligations hereunder and such Force Majeure is not resolved within eight (8) months after the notice given above.”

- (c) Green Attributes. The parties agree to add the following new Section 3.4:

“Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.”

- (d) Climate Action Registry. The parties agree to add the following new Section 3.5:

“Seller shall register the Facility with the California Climate Action Registry as may be required by the CPUC pursuant to Decision 06-02-032 and any subsequent order, but in any event, no later than the date of Commercial Operation.”

- (e) WREGIS. The parties agree to add the following new Section 3.6:

“Prior to the date of Commercial Operation, Seller shall register the Facility in the Western Renewable Energy Generating Information System or any successor renewable energy tracking program (“WREGIS”), and take all other action necessary to ensure that the Energy and Green Attributes produced from the Facility are tracked for purposes of satisfying the requirements of the California Renewable Portfolio Standard. In the event that WREGIS is not in operation as of the date of Commercial Operation, Seller shall perform its obligations as required per this subsection, as soon as WREGIS is in operation.”

Article Five: Events of Default

- (a) **Section 5.1 Events of Default.**

Section 5.1(c) is amended by deleting the reference to “three (3) Business Days” and replacing it with “thirty (30) days.”

Amend Sections 5.1(b) and 5.1(h)(i) by adding the following at the end thereof: “or with respect to the representations and warranties made pursuant to Section 10.2 of this Agreement or any additional representations and warranties agreed upon by the parties, any such representation and

warranty becomes false or misleading in any material respect during the term of this Agreement or any Transaction entered into hereunder.”

Within Section 5.1, add the following new Events of Default:

“(i) if at any time during the Term of Agreement, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement electrical power that was not generated by the Unit(s);

(j) failure to meet the performance requirements agreed to pursuant to Section 7.1 of the Confirmation Letter; or

(k) a Guaranty Default as described in Section 8.4.”

(b) Section 5 Declaration of an Early Termination Date and Calculation of Settlement Amount.

Section 5.2, 5.3, 5.4, and 5.5 shall be deleted in their entirety and replaced with the following:

“5.2 Declaration of Early Termination Date and Calculation of Settlement Amounts: If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“Non-Defaulting Party”) shall have the right to (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date (“Early Termination Date”) to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a “Terminated Transaction”) between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that

are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment"). If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within two (2) Business Days after such notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment."

(c) **Section 5.7 Suspension of Performance.**

Section 5.7 is amended by deleting the phrase "ten (10) NERC Business Days" and replacing it with "five (5) NERC Business Days."

Further amend Section 5.7 by the deletion of the following phrase in the first sentence "or (b) a Potential Event of Default".

Article Six: Payment and Netting

(a) **Section 6.2 Timeliness of Payment.**

Section 6.2 shall be replaced by the following: "Timeliness of Payment. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Master Agreement shall be due and payable in accordance with each Party's invoice instructions thirty (30) days after receipt of the invoice or,

if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Seller shall submit a monthly invoice via fax and email during the Delivery Period. Buyer has 30 days to pay the invoice. Invoice shall be itemized, identifying all component charges and unit prices. Invoice shall identify the Output delivered during all hours of the month. The invoice shall describe in reasonable detail the calculations used to arrive at invoiced amounts.”

(b) Sections 6.7

Section 6.7 Payment for Options is amended by deleting the text and substituting therefore “Intentionally omitted.”

Article Eight: Credit and Collateral Requirements

- (a) Party A Credit Protection.** The first three sentences in Section 8.1 shall be deleted in their entirety and replaced with the following:

“8.1 Party A Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet and shall only apply if marked as “Applicable” on the Cover Sheet.”

- (b) Party B Credit Protection.** The first three sentences in Section 8.2 shall be deleted in their entirety and replaced with the following:

“8.2 Party B Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet and shall only apply if marked as “Applicable” on the Cover Sheet.”

- (c) Performance Security.** Section 8.3 is amended by deleting “or deemed occurrence” from the beginning of the second sentence.

- (d)** If the parties elect as being applicable on the Cover Sheet, the following new Section 8.4 shall be added:

“8.4 To secure its obligations under this Agreement, in addition to satisfying any credit terms pursuant to the terms of Section 8.2 to the extent marked applicable, Seller agrees to deliver to

Buyer (the "Secured Party") (a) within thirty (30) days of the date on which all of the conditions precedent set forth in Section 1.0 of the Confirmation are either satisfied or waived, and Seller shall maintain in full force and effect until the Commercial Operation date a Guaranty in the amount of \$3,250,000.00, the form of which shall be substantially similar to the form attached hereto as Exhibit B; and (c) from the Commercial Operation date until the end of the Term a Guaranty in the amount of \$3,250,000.00, the form of which shall be substantially similar to the form attached hereto as Exhibit B. Except as expressly provided elsewhere in this Agreement, the security posted under this Section 8.4 shall not be deemed a limitation of damages.

When a Guaranty is posted as security: all Guaranties shall be subject to the following provision:

"Guarantor Default" shall mean, with respect to an outstanding Guaranty, the occurrence of any of the following events: (i) if the Guarantor's senior unsecured long term debt is rated and the Guarantor shall fail to maintain an unsecured credit rating of at least BBB- from Standard & Poor's or at least Baa3 from Moody's; (ii) if the Guarantor's senior unsecured long term debt is not rated and the Guarantor either (a) fails to have a tangible net worth of at least \$75 million, or (b) fails to maintain a liability/equity ratio (calculated as total liabilities/ (total liabilities plus equity), as such terms are listed on Guarantor's balance sheets) that is less than 65%; or (iii) an Event of Default under Section 5.1(h) of this Agreement, and Seller fails to cure any Guarantor Default within fifteen (15) days by delivering to Buyer cash or a Letter of Credit from an issuer and in a form acceptable to Buyer."

When cash is posted as security: Buyer shall pay interest on cash held as security at the Collateral Interest Rate. On or before each Interest Payment Date, Buyer shall transfer the Interest Amount due to Seller for such security in the form of cash by wire transfer to the bank account specified under "Wire Transfer" in the Cover Sheet.

"Collateral Interest Rate" shall mean the rate per annum equal to the "Monthly" Commercial Paper rate (Prime, 3 months) published the prior month in the Federal Reserve Statistical Release, or its successor publication.

"Interest Payment Date" shall mean the last Business Day of each calendar year.

"Interest Amount" shall mean, with respect to an Interest Period, the amount of interest derived from: (w) the sum of (i) the principal amount of security in the form of cash held by Buyer during that Interest Period, and (ii) the sum of all accrued and unpaid Interest Amounts accumulated prior to such Interest Period; multiplied by (x) the

Collateral Interest Rate in effect on the first day of the Interest Period; multiplied by (y) the number of days in that Interest Period; (z) divided by 360.

“Interest Period” means the monthly period beginning on the first day of each calendar month and ending on the last day of each month.

When Letters of Credit are posted as security: all Letters of Credit shall be subject to the following provisions:

(a) The Seller shall (i) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement, (ii) if the issuer has indicated its intent not to renew such Letter of Credit, provide a substitute Letter of Credit at least sixty (60) days prior to the expiration of the outstanding Letter of Credit, and (iii) if an issuer of a Letter of Credit shall fail to honor the Buyer’s properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Buyer a substitute Letter of Credit, that is issued by an alternate issuer acceptable to the Buyer within five (5) Business Days after the Seller receives notice of such refusal.

(b) “Letter of Credit Default” shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain a Credit Rating of at least “A-“ by S&P or “A3” by Moody’s; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; or (iv) Seller shall fail to meet the requirements of this Section 8.4 after the applicable cure periods, if any.

(c) In all cases, the reasonable costs and expenses of (including but not limited to the reasonable costs, expenses, and attorneys’ fees, including reasonably allocated costs of in-house counsel of the Buyer for enforcing) establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more Letters of Credit shall be borne by the Seller.”

Article Ten: Miscellaneous

- (a) **Term of Master Agreement.** Add the following sentence to Section 10.1: “The Transaction shall terminate on the day following the last day of the Delivery Period, unless terminated sooner

pursuant to the express provisions of this Agreement”.

(b) Representations, Warranties, and Covenants.

Section 10.2(vi) is amended to delete the phrase “or any of its Affiliates.”

Section 10.2(ix) is deleted in its entirety and the words “Intentionally Omitted” are put in its place.

Section 10.2(xiii) shall be added as follows and such representation and warranty shall be contingent on Buyer satisfying the California Energy Commission’s requirements for out-of-state facilities, if any, as stated in the *Renewables Portfolio Standard Eligibility Guidebook* (or in any successor rule, regulation or guidebook) to re-bundle or match the Product delivered by Seller to and at the Delivery Point to an equal or greater volume of other energy sourced from within the WECC outside California that Buyer imports into California in the same calendar year:

“Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.”

(c) Title and Risk of Loss.

Article 10.3 shall be deleted in its entirety and replaced with the following:

“Title to and risk of loss related to the Product (A) as defined in the Confirmation Letter shall transfer from Seller to Buyer at the Delivery Point. Title to and risk of loss related to the Product (B) as defined in the Confirmation Letter shall transfer from Buyer to Seller at the Delivery Point. Seller warrants that it will deliver to Buyer the Quantity of Product (A) free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. Buyer warrants that it will deliver to Seller the Quantity of Product (B) free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.”

(d) Assignment.

Article 10.5 shall be deleted in its entirety and replaced with the following:

“10.5 Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. A Party agrees to execute a consent to assignment agreement for the collateral assignment of this Agreement to the other Party's financing provider(s) that contains customary and reasonable terms and conditions.”

(e) Governing Law/Venue/Waiver of Jury Trial. Article 10.6 shall be replaced by the following:

“This agreement 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 agreement.”

Add the following to the end of Article 10.6:

“THE PARTIES HEREBY CONSENT TO CONDUCT ALL DISPUTE RESOLUTION, JUDICIAL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONJUNCTION WITH, OUT OF, RELATED TO OR ARISING FROM THIS AGREEMENT IN THE CITY OF SAN DIEGO, CALIFORNIA.

(f) Section 10.9 Audit. Section 10.9 is modified by adding the following at the end thereof:

10.9.1. Accounting principles generally accepted in the United States of America (“GAAP”) and Securities and Exchange Commission (“SEC”) rules require Buyer and its independent

auditor to evaluate whether Buyer must consolidate Seller's financial information (but not financial information of Seller's constituent members unless deemed to be included in the entity under GAAP). Buyer will require access to certain records, including but not limited to financial records, and personnel of Seller to determine if consolidated financial reporting is required. Notwithstanding anything to the contrary in this Agreement, if Buyer and its independent auditor determine at any time that the Buyer must consolidate the Seller's financial statements to comply with GAAP and/or SEC rules regarding consolidated financial reporting, Buyer shall require from Seller and Seller agrees to provide to Buyer the following during the Term of this Agreement:

- (i) Unaudited financial statements of the Seller prepared in accordance with GAAP as of the end of the quarterly period. The financial statements should include quarter to date and year to date information and are to be provided within 15 calendar days of the end of the applicable reporting period (or the Business Day thereafter);
- (ii) Unaudited financial schedules of the Seller, as deemed necessary for Buyer to prepare its consolidated financial statements and related footnotes to the financial statements in accordance with GAAP as of the end of the quarterly period. The financial schedules should include quarter to date and year to date information underlying the financial statements and footnotes to the financial statements and are to be provided within 15 calendar days of the end of the applicable reporting period (or the Business Day thereafter);
- (iii) Unaudited financial statements of the Seller prepared in accordance with GAAP as of the end of each calendar month. The financial statements provided with regard to this section 10.9.1(iii) should only include the balance sheet and income statement for the current month to date and year to date period and are to be provided within 15 calendar days of the end of the applicable month end (or the Business Day thereafter);
- (iv) Access to Seller's records, accounting and other, and accounting and management personnel as reasonably determined by both Buyer and Seller so that (i) Buyer's independent auditor or its internal auditors may conduct financial audits (in accordance with the standards of the Public Company Accounting Oversight Board (United States)) as well as internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002) and (ii)

Buyer can be provided analytical information, as needed, to enable Buyer to meet its SEC filing requirements, including but not limited to those under Item 2 on Form 10-Q, and Item 7 on Form 10-K, "Management's Discussion and Analysis of Financial Condition and Results of Operations;" and

- (v) Upon the request of Buyer, such certifications by a duly authorized representative(s) of Seller as may be reasonably requested by Buyer (which certifications shall presumptively be reasonable if the certifications are substantially identical to those required by Buyer or its parent of business units of Buyer or its parent).

10.9.2. Buyer shall provide Notice to Seller, if, in the sole discretion of the Buyer, internal controls over financial reporting (directly or indirectly, alone or in combination with other factors) by Seller would be considered material to the Buyer or its parent company's financial statements, financial condition or internal controls over financial reporting.

10.9.3. If Buyer determines Seller's internal controls over financial reporting are not operating effectively or have resulted in a control deficiency, Buyer will notify Seller of such occurrence. Upon receipt of such notice Seller will have thirty (30) days to remediate any deficiency in Seller's internal controls over financial reporting identified by the Buyer, which Buyer and Buyer's independent auditor deem to be necessary to ensure Seller's internal controls over financial reporting are adequate, during or as a result of the audits permitted under Section 10.9.1(iv) or any other.

10.9.4. As soon as possible, but in no event later than two (2) Business Days following any occurrence that would affect Seller in any material way, Seller shall provide to Buyer a Notice describing such occurrence in sufficient detail to permit the Buyer to file a report on SEC Form 8-K. Such occurrences include all reportable events on the then current Form 8-K that applies to Buyer and its parent company at such time, including but not limited to the following events:

- (i) Acquisition or disposition of a material amount of assets;
- (ii) Creation of a material direct financial obligation or off-balance sheet financing arrangement;

- (iii) Existence of material litigation; and
- (iv) Entry into, or termination of, a material contract upon which Seller's business is substantially dependent.

10.9.5. Any information provided to the Buyer shall be treated as confidential and the Buyer shall limit disclosure of Seller's information under this Section 10.9.5 to the Buyer Representatives, who have a need to know such information and shall also agree to abide by the confidentiality terms contained herein, who, except that such information may be disclosed in connection with the preparation, review, certification and publication of Buyer's consolidated financial statements as deemed necessary by Buyer. The Buyer may also be required to provide the Seller's financial information to the SEC and the Public Company Accounting Oversight Board in connection with any oversight of the Buyer or the Buyer's financial statements.

10.9.6. As reasonably requested by Buyer, Seller agrees to provide Buyer such information or schedules, similar to the items noted in Section 10.9.1 above, to enable Buyer to prepare consolidated financial statements and schedules as may be required from Buyer to obtain financing or to prepare other reports as required by regulatory bodies, such as the SEC, for periods other than as of the end of the monthly, quarterly or year to date periods then ended.

10.9.7. Seller shall notify Buyer at any time during the term of this Agreement of any services provided or proposed to be provided to Seller by Buyer's independent auditor. Seller, and any of Seller's Affiliates, are prohibited from engaging Buyer's independent auditor for any services or in any consulting agreement without the express written consent of Buyer, for which approval will not be unreasonably withheld.

(g) **Section 10.11 Confidentiality.** Section 10.11 shall be deleted in its entirety and replaced with the following:

10.11 Neither Party shall disclose the non-public terms or conditions of this Agreement or any Transaction hereunder to a third party, other than (i) the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, (ii) for disclosure to the Buyer's Procurement Review Group, as defined in CPUC Decision (D) 02-08-071, subject to a confidentiality agreement, (iii) to the CPUC under seal for purposes of review, (iv) disclosure of terms specified in and pursuant to Section 10.12 of

this Agreement; (v) in order to comply with any applicable law, regulation, or any exchange, control area or ISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party (“Disclosing Party”), other than to those entities set forth in subsection (vi); or (vi) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the Federal Energy Regulatory Commission. In connection with requests made pursuant to clause (v) of this Section 10.11 (“Disclosure Order”) each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (i) prohibited from complying with a Disclosure Order or (ii) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

- (h) **RPS Confidentiality.** Add a new section to Article 10 as follows:

“10.12 RPS Confidentiality. Notwithstanding Section 10.11 of this Agreement, no later than six months after CPUC Approval of the Agreement either Party shall be permitted to disclose the following terms with respect to such Transaction: Party names, resource type, delivery term, project location, estimated annual deliveries, delivery point, expected on-line date, and project capacity.

- (i) **Publicity.** Add a new Section to Article 10 as follows:

“10.13 Publicity. Except as otherwise agreed to above in Sections 10.11 and 10.12, no announcement, publicity, advertising, press release, promotional or marketing materials regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by either Party without the prior written approval of the other Party which approval shall not be unreasonably withheld or delayed.”

- (j) **Dispute Resolution.** Add a new section to Article 10 as follows:

“10.14 Dispute Resolution.

- (a) If a dispute shall arise between the Parties relating to the interpretation of this Agreement or to performance of any Transaction under it, the Party desiring resolution of the dispute

shall notify the other Party in writing. The notice shall set forth the matter in dispute in reasonable detail and a proposed solution.

- (b) The Parties shall attempt to resolve any dispute within 30 calendar days after delivery of the written notice referred to above. Any disputes not so resolved shall be referred by each Party to a senior officer (or the officer's designee) for resolution. If the Parties fail to reach an agreement within 30 days after such referral, each Party shall have the right to pursue any and all remedies provided in this Agreement and as afforded by law.

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

Party A –

NATURENER GLACIER WIND ENERGY I, LLC

By: _____

Name: Jose Maria Sanchez Seara
Title: Chief Executive Officer

Party B -

SAN DIEGO GAS & ELECTRIC COMPANY

By: Debra L. Reed

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

APPROVED as to legal form 9.5.

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 16, 2008 (the "Master Agreement"), between **Naturener Glacier Wind Energy 1, 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 December 31, 2008, 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:	<u>Glacier Wind Energy 1 Facility</u>
Site Name:	<u>Glacier Wind Energy 1 Facility</u>
Facility Physical Address:	<u>1321 Hjartarson Road, Ethridge, MT 59435</u>
Technology Type:	<u>Wind</u>
Specific Unit Description:	<u>Acciona AW 77/1500 Class II wind turbine generators</u>
Facility Total Nameplate Capacity:	<u>106.5 MW</u>

- 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 106.5 MW and an annual estimated Output of 325,000 MWh.
- 3.2 The expected date for Commercial Operation is December 31, 2008. The Facility must meet Commercial Operation by the Commercial Operation Deadline. “Commercial Operation Deadline” with respect to the Facility shall be no later than March 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 NorthWestern Energy 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 = 448,000 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 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	December 31, 2008
	Engineering Design Issued for Construction	September 30, 2008
	Turbine Supply Agreement ("TSA") and construction services agreement. To evidence Seller's ability to achieve the Commercial Operation by the Commercial Operation Date.	September 30, 2008
	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.	September 30, 2008
	Execute agreement with WECC to use WREGIS	December 31, 2008
	Issuance of a final unconditional notice to proceed under the construction services agreement	September 30, 2008

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 March 31, 2009. If Commercial Operation occurs after the Commercial Operation Deadline, Seller shall pay Buyer delay damages equal to \$18,055.56 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 \$18,055.56 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 106.5 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 106.5 MW. For example, if Seller installs 91.5 MW by March 31, 2009, then the Shortfall Fraction would be: $(106.5-91.5)/106.5=0.1408$. 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.

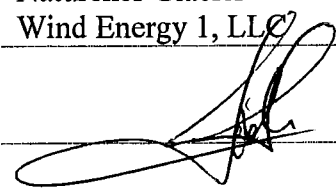
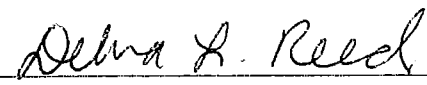
15.0 Forecasts and Metering.

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:	<u>Naturener Glacier Wind Energy 1, LLC</u>	Buyer:	<u>San Diego Gas & Electric Company</u>
Signature:		Signature:	
By:	<u>Jose Maria Sanchez Seara</u>	By:	<u>Debra L. Reed</u>
Title:	<u>Chief Executive Officer</u>	Title:	<u>President & Chief Executive Officer</u>

APPROVED as to legal form A.S.