

SECOND AMENDMENT

to

POWER PURCHASE AGREEMENT

between

SAN DIEGO GAS & ELECTRIC COMPANY

and

OCOTILLO EXPRESS LLC

This Second Amendment ("Second Amendment") to the Agreement (as defined below), effective as of February 14, 2012 (the "Second Amendment Effective Date"), is made and entered into by San Diego Gas & Electric Company ("Buyer"), a California corporation, and Ocotillo Express LLC ("Seller"), a Delaware limited liability company. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement.

RECITALS

- A. Seller and Buyer are Parties to that certain Power Purchase Agreement, dated as of February 1, 2011, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 28, 2011 (as amended, modified, or supplemented from time to time, the "Agreement").
- B. Seller and Buyer now desire to amend further the Agreement as set forth in this Second Amendment.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

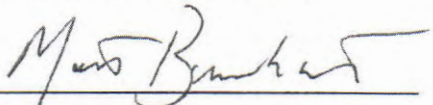
1. Amendment.
 - a. Section 2.3(a) of the Agreement is amended by replacing the phrase "No later than twelve (12) months after the Execution Date" in the first line of the section with the phrase "No later than thirteen (13) months after the Execution Date".
2. Miscellaneous.
 - a. Each Party expressly reserves all of its respective rights and remedies under the Agreement.

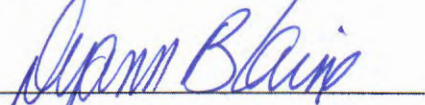
- b. Except as expressly set forth in this Second Amendment, the Agreement remains unchanged and in full force and effect.
- c. The terms and provisions hereof shall be binding on, inure to the benefit of, and be enforceable by, the successors and assigns of the Parties, whether so expressed or not. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this Second Amendment, except as provided in Section 13.2 of the Agreement.
- d. If any provision of this Second Amendment is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.
- e. THIS SECOND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- f. This Second Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Second Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Second Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Second Amendment as to the Parties and may be used in lieu of the original Second Amendment for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.
- g. Each Party represents and warrants that the execution, delivery and performance of this Second Amendment are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it, and that the person who signs below on behalf of that Party has authority to execute this Second Amendment on behalf of such Party and to bind such Party to this Second Amendment.
- h. This Second Amendment sets forth the entire agreement of the Parties with respect to the subject matter herein, and supersedes all previous understandings, written or oral, with respect thereto.
- i. This Second Amendment may not be amended, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument executed by the Parties.
- j. This Second Amendment is the result of negotiation and each Party has participated in its preparation and negotiation. Accordingly, any rules of construction to the effect that an ambiguity is to be resolved against the drafting Party shall not be employed in the interpretation of this Second Amendment.

IN WITNESS WHEREOF the Parties hereto have caused this Second Amendment to be duly executed and effective as of the Second Amendment Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY

OCOTILLO EXPRESS LLC

By: 

By: 

Name: Matt Burkhart

Name: **Dyann Blaine**

Title: VP, Electric & Fuel Procurement

Title: **Authorized Signatory**

Approved as to legal form: AEC