

**FIRST AMENDMENT TO WSPP CONFIRMATION**

This FIRST AMENDMENT TO WSPP AGREEMENT CONFIRMATION ("First Amendment") is entered into effective as of March 29, 2013 ("First Amendment Effective Date") by and among Noble Americas Energy Solutions LLC ("Noble" or "Buyer") and San Diego Gas & Electric Company ("Seller" or "SDG&E"). SDG&E and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer and Seller entered into a WSPP Agreement confirmation dated as of December 14, 2012 (the "Agreement").

WHEREAS, Buyer and Seller now desire to amend further the Agreement, under the terms and conditions set forth in this First Amendment.

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

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement.

**1.0 Article 1 Commercial Terms: Contract Capacity:**

Shall be removed in its entirety and replaced with:

"In any hour, as determined by Seller in accordance with the Scheduling Obligations section of this Confirmation."

**2.0 Article 1 Commercial Terms: Contract Quantity**

Shall be removed in its entirety and replaced with:

"Contract Quantity" shall be equal to 49,980 MWhs with a monthly delivery of at least 6,247 MWhs ("Minimum Monthly Quantity"). In the event Seller does not deliver the Minimum Monthly Quantity in a particular calendar month, the Minimum Monthly Quantity in the immediately following month shall be increased to make up for the undelivered quantity."

**3.0 Article 1 Commercial Terms: Scheduling Obligations :**

Shall be removed in its entirety and replaced with:

"No later than two (2) hours prior to the Integrated Forward Market IST submission deadline, Seller shall notify Purchaser of the quantity of energy to be delivered for each hour, which amount shall be the "Designated Contract Capacity". For each hour of each day in the Delivery Period, Seller shall schedule to the Purchaser the Designated Contract Capacity, if any, as an IST-APN in the Integrated Forward Market at the Delivery Point on a day-ahead basis in accordance with the Tariff.

In the event all of the scheduled quantity of the Product is not delivered after the IST has been scheduled between the Purchaser and Seller, Purchaser shall pay Seller the price paid to Purchaser from the CAISO applicable to each hour times the IST quantity in that hour that exceeds the Product quantity actually delivered in that hour."

**4.0 Article 1 Commercial Terms: Conditions Subsequent:**

Shall be removed in its entirety and replaced with:

"The commencement of delivery of the Product and the obligation of Purchaser to pay for the Product shall be contingent upon the Seller obtaining approval by the CPUC of this Confirmation. Either Party, in its sole discretion, has the right to terminate this Confirmation upon notice in accordance with Section 12 of the WSPP Agreement, which such notice will be effective one (1) Business Day after such notice is given, if: (i) the CPUC issues a final and non-appealable order not approving this Agreement in its entirety, (ii) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party, (iii) approval by the CPUC has not been obtained by Seller, on or before May 15, 2013.

Any termination made by a Party under this "Condition Subsequent" section shall be without liability or obligation to the other Party.

Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Product to Purchaser and Buyer shall have no obligation to pay for the Product unless Seller and Purchaser have satisfied or waived this Condition Subsequent."

**5.0 Article Two Definitions:**

The following definitions are added to the Agreement:

"Designated Contract Capacity" means the amount determined by Seller in accordance with the Scheduling Obligations section of this Confirmation.

"Minimum Monthly Quantity" has the meaning set forth in the "Contract Quantity" section of this Confirmation.

**6.0 No Other Modification.** Except as modified and amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have read this First Amendment, understand it and agree to be bound by its terms.

Buyer: NOBLE AMERICAS ENERGY SOLUTIONS LLC

By: 

Name: Jim Wood

Its: President

Seller: SAN DIEGO GAS & ELECTRIC COMPANY

By: 

Name: Matt Burkhart

Its: VP, Electric & Fuel Procurement

Approved as to legal form: 9.5