

FIRST AMENDMENT TO WSPP CONFIRMATION

This FIRST AMENDMENT TO WSPP AGREEMENT CONFIRMATION (“First Amendment”) is entered into effective as of June 24, 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 February 22, 2013 (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: Conditions Precedent

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, or (iii) approval by the CPUC has not been obtained by Seller, on or before October 31, 2013.

Any termination made by a Party under this “Condition Precedent” 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 Precedent.”

- 2.0 **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: 