

## FIRST AMENDMENT TO EEI CONFIRMATION

This FIRST AMENDMENT TO EEI AGREEMENT CONFIRMATION ("First Amendment") is entered into effective as of July 29, 2013 ("First Amendment Effective Date") by and among **Pilot Power Group, Inc.** ("Pilot" 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 an EEI Agreement Confirmation dated as of February 28, 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 Buyer 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 10.7 of the EEI Agreement, which such notice will be effective one (1) Business Day after such notice is given, if: (i) the CPUC does not issue a final and non-appealable order 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) the CPUC does not approve the requested relief contained in Buyer's advice letter filing for this Agreement, or (iv) approval by the CPUC has not been obtained by Seller, on or before October 31, 2013.

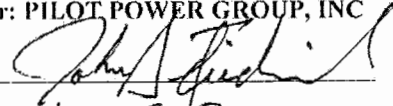
Any termination made by a Party under this "Condition Precedent" section shall be without liability or obligation to the other Party.

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: PILOT POWER GROUP, INC

By: 

Name: JOHN S. FRIEDRICHS

Its: - DIRECTOR, ORIGINAL

Seller: SAN DIEGO GAS & ELECTRIC  
COMPANY

By: 

Name: Matt Burkhardt

Its: VP, Electric & Fuel Procurement

Approved as to legal form: \_\_\_\_\_