AMENDMENT TO
AMENDED AND RESTATED POWER PURCHASE AGREEMENT

This AMENDMENT TO AMENDED AND RESTATED POWER PURCHASE AGREEMENT (the "Amendment") is made and entered into as of the date set forth below, by and between Department of Water Resources, an agency of the State of California, with respect to its responsibilities pursuant to California Water Code Section 80000 *et seq.* regarding Department of Water Resources Electric Power Fund separate and apart from its powers and responsibilities with respect to the State Water Resources Development System ("Department"), and CALPEAK POWER – EL CAJON LLC ("Seller") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into an Amended and Restated Power Purchase Agreement (the "Agreement"), dated May 2, 2002, and

WHEREAS, the Parties wish to amend the Agreement as provided herein,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

Section 2. Definition of Uncontrollable Force. The second sentence of the definition of Uncontrollable Force set forth in Section 1.01 of the Agreement is hereby amended to read as follows:

> "As to Seller, Uncontrollable Forces shall include interruption or curtailment of the transportation, distribution, storage or other delivery of Fuel by a Fuel provider for reliability or other non-economic reasons; provided, however, that Seller has made arrangements for such transportation, distribution, storage or other delivery services that are characterized as "firm" or "non-interruptible" or, with respect to a particular service, arranged for such service on an "interruptible" basis after having received written consent of Department specifying the particular service to be arranged on an "interruptible" basis, for the period of time for which such service may be arranged on an "interruptible" basis as specified in such consent."

Section 3. Amendment of Section 4.01(b). The seventh sentence of Section 4.01(b) of the Agreement is hereby amended to read as follows:

> "In the event of intentional conduct of Seller, or a decision of Seller for economic reasons, resulting in the non-delivery of

Energy or the non-availability of Capacity as reasonably determined by Department based on all reasonably ascertainable facts and circumstances, such an event shall be an Event of Default and the Department shall be entitled to damages set forth in Article VII; provided, however, that arranging for transportation, distribution, storage or other delivery of Fuel by a Fuel provider on an "interruptible" basis after having received written consent of Department therefore shall not constitute intentional conduct of Seller or a decision of Seller for economic reasons for the purposes of this sentence."

Section 4. Counterparts. This Amendment may be executed in any number of counterparts, and upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more signature pages.

Section 5. Headings. The headings contained in this Amendment are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the 17 day of March, 2003.4

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, separate and apart from its powers and responsibilities with respect to the State Water Resources Development System

By: [redacted]

Name: Peter S. Garris
Title: Deputy Director

CALPEAK POWER – EL CAJON LLC

By: [redacted]

Name: Peter Christman
Title: Vice President
Pratt & Whitney Power Systems