

Exhibit 1

**SIXTH AMENDMENT
TO THE
POWER PURCHASE TOLLING AGREEMENT**

This SIXTH AMENDMENT TO THE POWER PURCHASE TOLLING AGREEMENT ("Sixth Amendment") is entered into effective as of June 7, 2013 ("Sixth Amendment Effective Date") by and among San Diego Gas & Electric Company ("SDG&E" or "Buyer") and Plo Pico Energy Center, LLC ("Seller"). SDG&E and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer and Seller entered into a Power Purchase Tolling Agreement dated February 2, 2011 (as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment (each as defined below) and this Sixth Amendment, the "Agreement").

WHEREAS, Buyer and Seller entered into a First Amendment to the Power Purchase Tolling Agreement, dated March 20, 2012 (the "First Amendment").

WHEREAS, Buyer and Seller entered into a Second Amendment to the Power Purchase Tolling Agreement, dated April 20, 2012 (the "Second Amendment").

WHEREAS, Buyer and Seller entered into a Third Amendment to the Power Purchase Tolling Agreement, effective as of May 30, 2012 (the "Third Amendment").

WHEREAS, Buyer and Seller entered into a Fourth Amendment to the Power Purchase Tolling Agreement, effective as of July 30, 2012 (the "Fourth Amendment").

WHEREAS, Buyer and Seller entered into a Fifth Amendment to the Power Purchase Tolling Agreement, effective as of January 29, 2013 (the "Fifth Amendment").

WHEREAS, Buyer and Seller now desire to further amend the Agreement, under the terms and conditions set forth in this Sixth 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 Amendment. Effective as of the date hereof, the Parties hereby agree to further amend the Agreement as follows:

a. Sections 1.1, 1.1.1, 1.1.2, 1.1.3, 1.1.5, 7.4, 7.6, 9.4, 20.1.2, 20.3, 20.4 and 20.5 and Articles 8, 14, 16, 17 and 18 of the Agreement are hereby modified such that, notwithstanding anything contained in the Agreement to the contrary, each listed section specifically applies only during the Delivery Period.

b.

REDACTED

c. Section 2.4.1 of the Agreement is hereby deleted and replaced with the following:

REDACTED

d. Section 2.4.3 of the Agreement is hereby deleted and replaced with the following:

REDACTED

e. Section 2.5.1(a) of the Agreement is hereby modified by deleting the words "Section 2.4.1" and replacing with "Sections 2.4.1 and 2.4.3(b)".

f. Section 2.5.1(c) of the Agreement is hereby modified by deleting the words "and 2.4.3(b)".

g. Section 2.6 of the Agreement is hereby modified by inserting the following sentence at the end of the Section:

REDACTED

h.

REDACTED

i.

REDACTED

j.

k. Section 2.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

REDACTED

l.

REDACTED

m.

n. Article 2 of the Agreement is hereby modified by inserting a new Section 2.11 thereto, which shall read as follows:

REDACTED

o. Section 3.2 of the Agreement is hereby modified by inserting a new paragraph (n) thereto, which shall read as follows:

REDACTED

p. Section 11.2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

REDACTED

q. Section 11.2.3 of the Agreement is hereby modified by deleting the words

REDACTED

r. Section 11.6 of the Agreement is hereby deleted in its entirety and replaced with **REDACTED**

s. Section 21.3 of the Agreement is hereby modified by inserting the following at the end thereof:

REDACTED

t. Section 22.3 of the Agreement is hereby modified by inserting a new Section 22.3.4 thereto, which shall read as follows:

REDACTED

REDACTED

- u. Section 22.4.3 of the Agreement is hereby modified by deleting the words

REDACTED

- v. Section 22.4.3 of the Agreement is hereby further modified by inserting the following at the end of the Section:

REDACTED

- w. Appendix A of the Agreement is hereby modified by deleting and replacing the definitions set forth below:

“Agreement” means this Power Purchase Tolling Agreement between Buyer and Seller as amended.

REDACTED

and such other matters as may be requested by Buyer in its application to the CPUC for approval, subject to CPUC review of the Buyer's administration of the Agreement.

""Delivery Period"" has the meaning set forth in Section 2.8.""

""Expected Initial Delivery Date"" has the meaning set forth in Section 2.7.""

""Initial Delivery Date"" has the meaning set forth in Section 2.8.""

REDACTED

x. Appendix A of the Agreement is hereby further modified by inserting the following at the end of clause (ix)(c) of the definition of '

REDACTED

y. Appendix A of the Agreement is hereby further modified by inserting the words

REDACTED

z. Appendix A of the Agreement is hereby further modified by deleting the definitions of '

REDACTED

aa. Appendix A of the Agreement is hereby further modified by inserting the following new definition:

""Expected COD"" has the meaning set forth in Section 2.11.""

bb. Appendix 6.1(a) of the Agreement is hereby deleted and replaced with Appendix 6.1(a) attached hereto.

cc. Appendix 9.3 of the Agreement is hereby modified by (i) deleting the definition of '

REDACTED

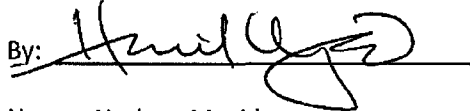
2.0 No Other Modification. Except as modified and amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3.0 Agreement. This Sixth Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

[Remainder of Page Intentionally Left Blank]

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

Seller: Pio Pico Energy Center, LLC
By: EIF Pio Pico, LLC, its sole member
By: United States Power Fund III, L.P., its member
By: EIF US Power III, LLC, its general partner
By: EIF Management, LLC, its managing member

By: 

Name: Herbert Magid
Its: Managing Partner

Buyer: SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Name: James P. Avery
Its: Senior Vice President-Power Supply

Approved as to legal form: _____

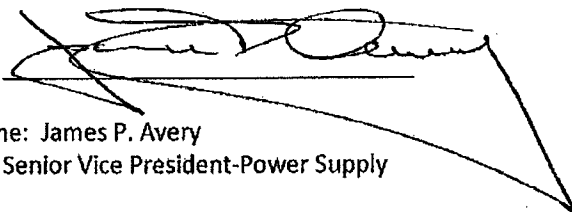
IN WITNESS WHEREOF, the Parties have read this Sixth Amendment, understand it and agree to be bound by its terms.

Seller: Pio Pico Energy Center, LLC
By: EIF Pio Pico, LLC, its sole member
By: United States Power Fund III, L.P., its member
By: EIF US Power III, LLC, its general partner
By: EIF Management, LLC, its managing member

By: _____

Name: Herbert Magid
Its: Managing Partner

Buyer: SAN DIEGO GAS & ELECTRIC COMPANY

By:  _____

Name: James P. Avery
Its: Senior Vice President-Power Supply

Approved as to legal form: _____

Appendix 6.1(a)
MILESTONE SCHEDULE

Critical Milestones

Milestone Date

1. CEC approval was obtained on September 17, 2012. Receipt of all permits necessary to commence construction. Acquisition of all other required permits and governmental authorizations including APCD (state air permit).	April 27, 2014
2. The EPC Contract was executed on September 26, 2012. Issuance of EPC Contract notice to proceed	July 1, 2014
3. Site readiness for construction, including receipt of any and all necessary zoning approvals, easements, rights of way, and right to water and sewer access (subject to construction of facilities), as necessary.	July 1, 2014
4. Commencement of Construction Activities	August 1, 2014
5. Completion of Combustion Turbine Foundation(s)	January 1, 2015
6. Completion of Setting Combustion Turbine(s) on Foundation(s)	March 31, 2015
7. Turbines delivered to the site	March 31, 2015
8. Execution of all agreements necessary to deliver energy to the CAISO grid, including scheduling agreements, the PGA, and the MSA.	August 1, 2015
9. Synchronization of all Generating Units to CAISO grid	August 1, 2015
10. Date of Commercial Operation	September 1, 2015
11. Execution of Agreements for (1) gas interconnection and (2) gas transportation	September 1, 2015
12.	

REDACTED