

GUARANTEE AMENDMENT

To: Sempra Energy Trading LLC and/or one or more of the companies in the Sempra Energy Trading group of companies named as beneficiaries in the Guarantee described below (each, a “**Counterparty**” and, collectively, the “**Counterparties**”) and The Royal Bank of Scotland plc (“**RBS**”):

We refer you to our guarantee in favor of a Counterparty or Counterparties, dated _____ (the “**Guarantee**”), in respect of the obligations of [name of guaranteed subsidiaries].

1. The Guarantee is hereby amended to provide that as of the relevant Novation Date in respect of a Counterparty (as defined in the Novation Agreement dated August ____, 2007 by and among Counterparty, RBS and _____) it shall be in favor of RBS in lieu of such Counterparty, whether the obligations guaranteed thereunder arose prior to, on or after the date hereof, and that such Counterparty shall no longer be a beneficiary thereunder as of such date.
2. Except as amended above, the Guarantee remains in full force and effect and is hereby ratified, approved and confirmed.
3. This Guarantee Amendment and the guaranty of obligations hereunder shall be subject to all of the terms and conditions of the Guarantee as if it were a part hereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF the undersigned have executed this Guarantee Amendment as of _____, 2007.

[NAME OF GUARANTOR]

By: _____