

**AMENDMENT TO THE POWER PURCHASE AGREEMENT
FOR LONG-TERM ENERGY AND CAPACITY
PG&E LOG NUMBER 06W146B**

This amendment to the STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY (this “Capacity Reduction Amendment”) is made as of the latest signature date found on the signature page of this amendment by and among Pacific Gas and Electric Company (“PG&E” or “Buyer”), Green Ridge Power, LLC (“Administrator”) and EnXco Windfarm V, Inc. (“Seller”). Each may individually be referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, PG&E and U.S. Windpower, LLC (“USW”) entered into that certain Long-Term Energy and Capacity Power Purchase Agreement signed by PG&E on March 2, 1984 and by USW on March 5, 1984, for a 70,000 kW facility identifying a scheduled operation date of January 1, 1988, as amended by an Amendment No. 1 signed by USW on May 25, 1984 and signed by PG&E on May 21, 1984, an Amendment No. 2 signed by USW and PG&E December 18, 1986 and an Amendment No. 3 signed by USW on April 1, 1987 and signed by PG&E on April 29, 1987 (the “Agreement”); and

WHEREAS, in the Altamont Renegotiation Agreement dated May 27, 1988 (the “Altamont Agreement”), USW and PG&E agreed that a 20 MW portion of the Agreement (the “20 MW Altamont Portion”) could be developed in the Altamont Pass area of California, and such 20 MW Altamont Portion (designated as PG&E Log No. 06W146A) was terminated on December 19, 2006, in accordance with the terms of a November 2006 Consolidation Agreement among PG&E, Administrator and FPL Energy, LLC; and

WHEREAS, in the Solano Deferral Agreement dated May 27, 1988, as amended by the First Amendment dated October 27, 1988 (the “Solano Agreement”), USW and PG&E divided the remaining 50 MW portion of the Agreement into a 20 MW portion (the “20 MW Solano Portion”); and a 30 MW portion (the “30 MW Solano Portion”) and

WHEREAS, on January 20, 1989 USW and PG&E entered into a Second Amendment to the 20 MW Solano Portion (the “20 MW Solano Portion Amendment”) and a Second Amendment to the 30 MW Solano Portion; and

WHEREAS, on or about December 21, 2001 Seller purchased and acquired the 20 MW Solano Portion and the 30 MW Solano Portion pursuant to an Asset Purchase and Sale Agreement between Susan L. Uecker, as the receiver of Windpower Partners 1989, L.P. and enXco, Inc. dated as of November 19, 2001; and

WHEREAS, Administrator manages the 20 MW Solano Portion and the 30 MW Solano Portion of the Agreement on behalf of Seller; and

WHEREAS, the 20 MW Solano Portion consists of an 18.5 MW portion (“PG&E Log No. 06W146B”) and a 1.5 MW portion (“PG&E Log No. 06W146D”); and

WHEREAS, PG&E and Administrator entered into an agreement dated as of July 11, 2001 (the “Settlement Agreement”) which, *inter alia*, adopted a five year fixed energy price amendment to PG&E Log No. 06W146B and PG&E Log No. 06W146D; and

WHEREAS, PG&E and Administrator entered into a Supplemental Agreement dated as of February 7, 2002 (the “Supplemental Agreement”) addressing, *inter alia*, certain payment terms under PG&E Log No. 06W146B and PG&E Log No. 06W146D; and

WHEREAS, PG&E and Administrator entered into an Amendment to PG&E Log No. 06W146B signed by Administrator on April 26, 2006 and by PG&E on May 5, 2006 (“2006 Amendment”) and an Amendment to PG&E Log No. 06W146D (such Agreement, Altamont Agreement, Solano Deferral Agreement, 20 MW Solano Portion Second Amendment, Settlement Agreement, Supplemental Agreement and 2006 Amendment the “PG&E Log No. 06W146B PPA”); and

WHEREAS, Seller intends to remove one hundred seventy-eight (178) 100 kV wind turbines from the Facility (as that term is defined in the Agreement) in order to facilitate the development of the Montezuma Wind II project, as contemplated in the Power Purchase Agreement between PG&E and NextEra Energy Montezuma Wind II, LLC entered into as of December 17, 2010 (the “Montezuma Wind II PPA”); and

WHEREAS, the Parties now desire to amend further the PG&E Log No. 06W146B PPA as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Capacity Reduction Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Amendment. Upon the Effective Date, the nameplate capacity rating of the PG&E Log No. 06W146B PPA shall be reduced from 18.5 MW to 0.7 MW.
2. Effective Date, CPUC Approval.
 - 2.1. Buyer shall file this Capacity Reduction Amendment with the California Public Utilities Commission at the same time Buyer files the Montezuma Wind II PPA for CPUC Approval (as such term is defined in the Montezuma Wind II PPA).
 - 2.2. The Effective Date of this Capacity Reduction Amendment shall be the later of (1) the date that a CPUC decision approving this Capacity Reduction

Amendment in its entirety becomes final and non-appealable, and (2) the date of CPUC Approval of the Montezuma Wind II PPA.

2.3. In the event the CPUC fails to approve either this Capacity Reduction Amendment or the Montezuma Wind II PPA, this Capacity Reduction Amendment shall be null and void.

3. Miscellaneous.

3.1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the PG&E Log No. 06W146B PPA.

3.2. Effect of Amendment. The PG&E Log No. 06W146B PPA remains in effect in accordance with its terms. If there is any conflict between the PG&E Log No. 06W146B PPA and the Capacity Reduction Amendment, this Capacity Reduction Amendment shall control.

3.3. Entire Agreement. This Capacity Reduction Amendment and the PG&E Log No. 06W146B PPA constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

3.4. Governing Law. This Capacity Reduction Amendment and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Capacity Reduction Amendment.

3.5. Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Capacity Reduction Amendment. Any term and provision of this Capacity Reduction Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Capacity Reduction Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Capacity Reduction Amendment or any part hereof.


3.6. Counterparts. This Capacity Reduction Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A signature provided via facsimile or in a .pdf document sent via e-mail shall have the same effect as an original.

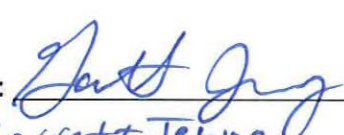
3.7. Any Amendments or Modifications. This Capacity Reduction Amendment may only be amended or modified in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Capacity Reduction Amendment to the PG&E Log No. 06W146B PPA to be duly executed by their authorized representatives, as of the date written below.

**GREEN RIDGE POWER, LLC, a
Delaware limited liability company**

**PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation**

Signature: 
Name: TJ Tuscal
Title: **President**
Date: *5/12/11*

Signature: 
Name: *Garrett Jelung*
Title: *Senior Director*
Date: *May 25, 2011*

**ENXCO WINDFARM V, INC., a
Delaware corporation**

Signature: 
Name: **Tristan Grimbart**
Title: **President & CEO**
Date: