

**AMENDMENT TO THE POWER PURCHASE AGREEMENT**  
**FOR**  
**LONG-TERM ENERGY AND CAPACITY**  
**(PG&E LOG NO. 06W146C)**

This amendment to the STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY (this "**Capacity Reduction Amendment**") is made as of July 29, 2011, by and among Pacific Gas and Electric Company ("**PG&E**" or "**Buyer**") 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**") (as predecessor to Seller) entered into that certain Long-Term Energy and Capacity Power Purchase Agreement between USW, as seller, and PG&E, as purchaser, 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 that certain Amendment No. 1 signed by USW on May 25, 1984 and signed by PG&E on May 21, 1984; that certain Amendment No. 2 signed by USW on December 18, 1986 and signed by PG&E on December 18, 1986; and that certain Amendment No. 3 signed by USW on April 1, 1987 and signed by PG&E on April 29, 1987 (the "**Original 70 MW PPA**"); and

WHEREAS, in that certain Altamont Renegotiation Agreement between USW and PG&E dated May 27, 1988 (the "**Altamont Renegotiation Agreement**"), among other things, the Original 70 MW PPA was divided into a 20 MW portion (the "**20 MW Altamont Portion of 70 MW PPA**") and a 50 MW portion (the "**50 MW Portion of 70 MW PPA**"); and

WHEREAS, in that certain Solano Deferral Agreement between PG&E and USW, signed by PG&E on May 27, 1988 and signed by USW on May 22, 1988, as amended by that certain First Amendment to Solano Deferral Agreement between PG&E and USW, signed by PG&E on October 27, 1988 and by USW on October 26, 1988 (collectively the "**Solano Deferral Agreement**"), among other things, the 50 MW Portion of 70 MW PPA was further divided into a 30 MW portion (the "**30 MW Solano Portion of 70 MW PPA**") and a second 20 MW portion (the "**20 MW Solano Portion of 70 MW PPA**"); and

WHEREAS, USW and PG&E entered into that certain Second Amendment to 30 MW Solano Portion of the 70 MW Long-Term Energy and Capacity Power Purchase Agreement between USW and PG&E, signed by USW on January 20, 1989 and signed by PG&E on January 20, 1989 (the "**Second Amendment to 30 MW Solano Portion of 70 MW PPA**"); and

WHEREAS, PG&E, Green Ridge Power, LLC (as administrator of the 30 MW Solano Portion of 70 MW PPA ("**Administrator**")) and Altamont Power, LLC entered into that certain agreement dated as of July 11, 2001 (the "**Settlement Agreement**") which, among other things,

adopted a five year fixed energy price amendment to the 30 MW Solano Portion of 70 MW PPA; and

WHEREAS, on or about December 21, 2001, Seller purchased and acquired the 30 MW Solano Portion of 70 MW PPA pursuant to that certain 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, PG&E and Administrator entered into that certain Supplemental Agreement dated as of February 7, 2002 (the “**Supplemental Agreement**”) addressing, among other things, certain payment terms under the 30 MW Solano Portion of 70 MW PPA; and

WHEREAS, PG&E and Administrator entered into that certain Amendment to Power Purchase Agreement signed by Administrator on April 26, 2006 and signed by PG&E on May 5, 2006 (the “**2006 Amendment to 30 MW Solano Portion of 70 MW PPA**”) (such 30 MW Solano Portion of 70 MW PPA, the Altamont Renegotiation Agreement, the Solano Deferral Agreement, the Second Amendment to 30 MW Solano Portion of 70 MW PPA, the Settlement Agreement, the Supplemental Agreement and the 2006 Amendment to 30 MW Solano Portion of 70 MW PPA the “**PG&E Log No. 06W146C PPA**”); and

WHEREAS, concurrently with the execution of this Capacity Reduction Amendment, the Parties are executing a Termination Agreement of the Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log Number 01W146C) and a Fifth Amendment to the Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log Number 06W148), and PG&E and Buyer’s affiliate Shiloh IV Wind Project, LLC are also executing a Power Purchase Agreement For Long-Term Energy and Capacity between PG&E, as buyer, and Shiloh IV Wind Project, LLC, as seller (all such documents jointly the “**Shiloh IV Related Transaction Agreements**”); and

WHEREAS, the Parties desire to amend the PG&E Log No. 06W146C 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:

1. Commission Approval.

- 1.1. Buyer shall file the Shiloh IV Related Transaction Agreements with the California Public Utilities Commission (“**Commission**”) within one hundred twenty (120) days of the effective date (as set forth in the Preamble) of this Capacity Reduction Amendment.

- 1.2. In the event the Commission fails to approve any of the Shiloh IV Related Transaction Agreements without conditions or modifications, this Capacity Reduction Amendment shall be null and void.
  - 1.3. Unless otherwise agreed to in writing by the Parties, this Capacity Reduction Amendment shall terminate if the Commission has not issued an order or decision approving it within two hundred forty (240) days of the date that it is filed with the Commission.
2. Amendment of PG&E Log No 06W146C PPA.
- 2.1. The “**Amendment Date**” of this Capacity Reduction Amendment shall be the first day of the month following the date that a Commission decision approving the Shiloh IV Related Transaction Agreements in their entirety becomes final and non-appealable, without conditions or modifications unacceptable to the Parties.
  - 2.2. Upon the Amendment Date, the nameplate capacity rating of the PG&E Log No. 06W146C PPA shall be reduced from 30 MW to 6.5 MW.
  - 2.3. Upon the Amendment Date new Article 13 shall be added to the PG&E Log No. 06W146C PPA as follows:

**“ARTICLE 13: OUTAGE NOTIFICATION**

Seller shall notify Buyer of Outages in accordance with this article using a form reasonably acceptable to Buyer and the Notification procedures in Appendix G.

(a) CAISO Approval of Outage(s). Buyer is responsible for obtaining CAISO approvals for Facility Outages and for revising Outage Schedules if Outages are not approved by CAISO. Buyer will make reasonable efforts to notify Seller of CAISO approval in a timely manner. Buyer is responsible for entering Facility Outages in the “Scheduling and Logging for ISO of California” (“SLIC”) Web Client.

(b) Planned Outages. Seller shall include its proposed Planned Outage Schedule in its Annual Forecast of Generation and implement the notification procedures set forth in Appendix G no later than August 1<sup>st</sup> of each year. Whenever possible, Seller shall notify Buyer of changes to the yearly Planned Outage schedule 60 days prior to the start of the month when this change is expected to occur. Seller shall provide updates regarding a Planned Outage at least fourteen (14) days before each Planned Outage. Seller shall not conduct Planned Outages during the months of January, June through September, and December. Seller shall request a change to the Planned Outage Schedule if Seller believes the Facility must be shut down to conduct maintenance that cannot be delayed until the next Scheduled Planned Outage consistent with Prudent Electrical Practices. Seller shall not substitute energy from any other source during a Planned Outage. At any time up to the commencement of work for the Planned Outage, Buyer may direct Seller to change its Outage Schedule as ordered by CAISO. If Buyer requests any other change to a Planned Outage Schedule, Seller may propose an alternative Schedule change or use commercially reasonable efforts to accommodate Buyer’s request.

(c) Forced Outages. Seller shall notify Buyer of a Forced Outage of one (1) MW or more in accordance with the procedures in Appendix G. Seller shall inform Buyer of any developments that will affect either the duration of such Outage or the availability of the Facility during or after the end of such Outage.

(d) Prolonged Outages. Seller shall notify Buyer of a Prolonged Outage as soon as practicable and notify Buyer when the Facility is again capable of meeting its nameplate capacity on a *pro rata* basis, in accordance with the provisions in Appendix G, section B(2)(f). Seller shall not substitute energy from any other source for the Output of the Facility during a Prolonged Outage.

(e) Communications with CAISO. Buyer, in coordination with Seller, will be responsible for communicating all Outage information to the CAISO.

(f) Changes to Operating Procedures. Seller acknowledges that the Outage Notification procedures and operating procedures described in this Amendment are subject to change by Buyer from time to time. Seller agrees to work in good faith to implement any such changes, so long as such change does not increase Seller's cost of performance by more than a *de minimis* amount."

2.4. Upon the Amendment Date new Appendix G shall be added to the PG&E Log No. 06W146C PPA as set forth in Attachment A hereto.

2.5. Upon the Amendment Date the following new definitions shall be added to Section A-I of Appendix A of the PG&E Log No. 06W148 PPA:

"Annual Forecast of Generation - A non-binding Forecast of the hourly Generation for each day in each month of the following calendar year to be provided by Seller to Buyer no later than June 1 of each year during the Term, commencing on the Fifth Amendment Effective Date.

CAISO: - The California Independent System Operator Corporation or successor entity.

CAISO-Approved Quantity - The total quantity of electric energy that Buyer Schedules with the CAISO and the CAISO approves in its final Schedule which is published in accordance with the CAISO Tariff.

CAISO Tariff: -The CAISO Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the Federal Energy Regulatory Commission, or any successor entity.

Generation - Net energy output.

Notification - The communication of Generation, operation, Outage, or other conditions related to the Facility pursuant to Article 13 and as described by Appendix G.

Outage: - Means all Forced Outages, Planned Outages, and Prolonged Outages, unless specifically limited to a particular type of outage by the context in which the word "Outage" appears.

Planned Outage: - Means the removal of equipment from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller's sole discretion must be of the type that is necessary to reliably maintain the Facility, (b) cannot be reasonably conducted during Facility operations, and (c) causes the generation level of the Facility to be reduced by at least ten percent (10%) of the contract capacity.

Prolonged Outage: Any period of more than thirty (30) consecutive days during which the Facility is or will be unable, for whatever reason, to provide at least sixty percent (60%) of the Contract Capacity.

Schedule: The action of Buyer, or its designated representatives, of notifying, requesting, and confirming to the CAISO, the CAISO-Approved Quantity of electric energy."

- 2.6. Except as expressly amended by this Capacity Reduction Amendment, the terms and conditions of the PG&E Log No. 06W146C PPA shall remain in full force and effect. Seller's performance of its obligations under this Capacity Reduction Amendment shall not modify, change or affect in any way the terms and conditions of the PG&E Log No. 06W146C PPA, except as specifically modified by this Capacity Reduction Amendment.
3. Miscellaneous.
  - 3.1. This Capacity Reduction Amendment shall inure to the benefit of and be binding upon the Parties, including successors-in-interest, whether by purchase, merger, assignment or otherwise.
  - 3.2. This Capacity Reduction Amendment and the PG&E Log No. 06W146C PPA constitute the entire agreement among the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, among the Parties relating to the subject matter thereof.
  - 3.3. 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.
  - 3.4. 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.

3.5. 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.


3.6. This Capacity Reduction Amendment may only be amended or modified in writing signed by all Parties.

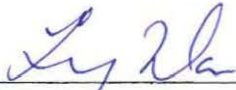
IN WITNESS WHEREOF, the Parties have caused this Capacity Reduction Amendment to the PG&E Log No. 06W146C PPA to be duly executed by their authorized representatives, as of the date specified above.

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

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



Signature:   
Name: Paul Kaufman  
Title: Secretary

Signature:   
Name: Fong Wan  
Title: Senior VP, Energy Procurement

**ATTACHMENT A****APPENDIX G****NOTIFICATION REQUIREMENTS FOR  
AVAILABLE CAPACITY**

**A. Notification Requirements for Routing Start-Ups and Shutdowns.** Prior to paralleling or after disconnecting from the electric system, notify the applicable Participating Transmission Owner's ("PTO") switching center:

- Call the applicable PTO switching center and advise of the intent to parallel.
- Call the applicable PTO switching center after the unit has been paralleled and report the parallel time and intended unit output.
- Call the applicable PTO switching center after any routine separation.

**B. Submission of Generation and Planned Outages.**

1. Submit information by posting to PG&E's Power Procurement Information Center, which is located at [www.pge.com](http://www.pge.com) under "B2B" at the bottom of the home page. After selecting "B2B" at the bottom of the page, select "Wholesale Power" in the center of the next page. Then select "Electric Procurement" along the left banner of the next page. After selecting the "Power Procurement Information Center" icon in the middle of the page, you will be required to enter a username and password, which will be assigned to you by PG&E's Bilateral Settlements Group.

2. If the website is unavailable, implement the procedures set forth below:

- a. **For all email correspondence, enter the following in the email subject field: Delivery Date Range, Contract Name, Email Purpose (For example: "dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Daily Forecast of Generation")**
- b. For Annual Forecasts of Generation, email to [DAenergy@pge.com](mailto:DAenergy@pge.com) and [BilatSettlements@pge.com](mailto:BilatSettlements@pge.com).
- c. For Monthly and Daily Forecasts of Generation, email to [DAenergy@pge.com](mailto:DAenergy@pge.com).
- d. For Daily Forecasts of Generation after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for submitting Day-Ahead Schedules, call primary phone (415) 973-6222 or backup phone (415) 973-4500. Also send email to [DAenergy@pge.com](mailto:DAenergy@pge.com).
- e. For Hourly Forecasts of Generation, call PG&E's Real Time Desk at (415) 973-4500 and email to [RealTime@pge.com](mailto:RealTime@pge.com).

- f. For Planned Outages and Prolonged Outages, complete the specifics below and submit by email to [PGOutageCoordination@pge.com](mailto:PGOutageCoordination@pge.com), [DAenergy@pge.com](mailto:DAenergy@pge.com) and [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com).
- i. *Email subject Field: dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Outage Notification*
  - ii. *Email body:*
    1. *Type of Outage: Planned Outage, Forced Outage, Prolonged Outage*
    2. *Start Date and Start Time*
    3. *Estimated or Actual End Date and End Time*
    4. *Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted*
    5. *Text description of additional information as needed, including, but not limited to, changes to a Planned Outage, Prolonged Outage or Forced Outage.*

### **C. Forced Outage Reporting**

1. Forced Outages – Seller shall notify PG&E Merchant Generation desk verbally within 10 minutes of event or as soon as reasonably possible, after ensuring the safety of all personnel and securing of all facility equipment.
  - a. Verbal notification shall include time of Forced Outage, cause, current availability and estimated return date and time.
  - b. After verbally notifying PG&E Merchant Generation desk of the Forced Outage, Seller shall also make commercially reasonable efforts to notify PG&E Settlements via PG&E’s electronic website “PPIC”.
  - c. If the PPIC website is unavailable, submit the following information via email to [Bilat\\_Settlements@pge.com](mailto:Bilat_Settlements@pge.com).
    - i. *Email subject Field: dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Outage Notification*
    - ii. *Email body:*
      1. *Type of Outage: Planned Outage, Forced Outage, Prolonged Outage*
      2. *Start Date and Start Time*
      3. *Estimated or Actual End Date and End Time*
      4. *Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted*