

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

This First Amendment ("First Amendment") to the Amendment to the Power Purchase Agreement for Long -Term Energy and Capacity (PG&E Log No. 06W146C) ("Capacity Reduction Agreement") is entered into as of February 02, 2012 ("First Amendment Effective Date") by and between 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, by agreements dated July 29, 2011, the Parties executed the Capacity Reduction Agreement and concurrently executed an Amendment to Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log No. 01W146C) ("Termination Agreement") and a Fifth Amendment to the Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log No. 06W148) ("Solano Extension Agreement"), and PG&E and Seller's affiliate Shiloh IV Wind Project, LLC also executed a Power Purchase Agreement For Long-Term Energy and Capacity between PG&E, as Buyer, and Shiloh IV Wind Project, LLC, as Seller ("Shiloh IV PPA") (all such documents jointly the "Original Shiloh IV Related Transaction Agreements"); and

WHEREAS, on August 18, 2011 PG&E sought California Public Utilities Commission ("Commission") approval of the Original Shiloh IV Related Transaction Agreements through PG&E Advice Letter 3893-E; and

WHEREAS the Parties now desire to amend each of the Original Shiloh IV Related Transaction Agreements in order to permit the Solano Extension Agreement to be considered by the Commission in a separate proceeding to be filed with the Commission without impacting the effectiveness of the remaining Original Shiloh IV Related Transaction Agreements;

NOW, THEREFORE, the Parties agree as follows:

**1. Commission Approval**

1.1. Buyer shall include this First Amendment as part of the supplemental filing to PG&E Advice Letter 3893-E which Buyer intends to file with the Commission within fifteen (15) days of the First Amendment Effective Date.

1.2. In the event the Commission fails to approve the Capacity Reduction Agreement as amended by this First Amendment in a form acceptable to the Parties, this First Amendment shall be null and void.

**2. Amendment of Capacity Reduction Agreement**


2.1. As of the First Amendment Effective Date, the term "Shiloh IV Related Transaction Agreements" as used in the Capacity Reduction Agreement shall mean the following agreements:

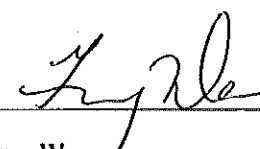
- a. Capacity Reduction Agreement;
- b. this First Amendment;
- c. Termination Agreement;
- d. that certain First Amendment To Termination of Power Purchase Agreement For Long-Term Energy And Capacity (PG&E Log No. 01W146C) executed concurrently with this First Amendment;
- e. Shiloh IV PPA; and
- f. that certain First Amendment To Power Purchase Agreement Between Pacific Gas and Electric Company and Shiloh IV Wind Project, LLC executed by PG&E and Shiloh IV Wind Project, LLC concurrently with this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Amendment to the Power Purchase Agreement for Long -Term Energy and Capacity (PG&E Log No. 06W146C) to be duly executed by their authorized representatives, effective 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: EVP Transaction

Signature:   
Name: Fong Wan  
Title: Senior V.P., Energy Procurement