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FOURTH AMENDMENT TO INTERIM STANDARD OFFER FOUR POWER PURCHASE AGREEMENT

This Fourth Amendment to Interim Standard Offer Four Power Purchase Agreement ("Fourth Amendment"), dated February 16, 2010 ("Fourth Amendment Execution Date"), amends the Interim Standard Offer No. 4 Power Purchase Agreement between ENXCO Windfarm V, Inc., a Delaware corporation and the successor to U.S. Windpower, Inc. ("Seller"), and Pacific Gas and Electric Company, a California corporation ("PG&E"). Seller and PG&E are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Seller and PG&E are Parties to an Interim Standard Offer No. 4 Power Purchase Agreement signed by Seller on October 30, 1984 and signed by PG&E on November 5, 1984 ("SO4"). The SO4 pertains to a 10,000 kW wind Facility located in Solano County, California (PG&E Log No. 06W148).
- B. The SO4 has been amended by that first amendment dated January 20, 1989 ("First Amendment"), that second amendment entered into pursuant to that certain July 11, 2001 Agreement by and among PG&E and Green Ridge Power, LLC and Altamont Power, LLC ("Second Amendment"), and that third amendment entered into in accordance with that Settlement Agreement between the Independent Energy Producers Association and PG&E on April 18, 2006 resolving certain issues pending in CPUC Rulemakings 99-11-002, 04-04-003, and 04-04-025 ("Third Amendment"). As used herein, the defined term "Agreement" refers to the SO4 as amended by the First, Second and Third Amendments and to the SO4 and the First, Second and Third Amendments collectively.
- C. The Parties wish to amend the Agreement to: (a) reflect revised prices for both energy and as-delivered capacity to be paid to Seller for the historical average amount of electricity Seller's Facility had produced as specified in this Fourth Amendment; and (b) set forth the Parties' rights and obligations with respect to Seller's sale of energy and as-delivered capacity in excess of this historical average, as described in this Fourth Amendment. By this Fourth Amendment, Seller intends to meet the criteria set forth in section 45(d)(7)(B) of the Internal Revenue Code of 1986, as amended ("Section 45(d)(7)(B)"). Seller acknowledges and agrees that PG&E makes no warranty or representation, express or implied, that Seller will qualify to receive any tax credit to which Section 45(d)(7)(B) may apply.

AGREEMENT

THEREFORE, in consideration of the mutual covenants in this Fourth Amendment, the Parties hereby amend the Agreement as follows:

1. The following new Article 3A shall be added to the Agreement:

“3A SALE OF ADDITIONAL ENERGY AND ASSOCIATED AS-DELIVERED CAPACITY TO PG&E

(i) The price PG&E shall pay to Seller for Additional Energy delivered to PG&E during the period commencing on June 1, 2006 and continuing through the term of the Fourth Amendment shall be the lower of the price specified in this Agreement or PG&E’s short-run avoided costs of energy, determined at the time of delivery, as updated periodically and authorized by the CPUC.

(ii) The price PG&E shall pay to Seller for as-delivered capacity associated with Additional Energy (i.e., for as-delivered capacity in excess of the Contract Limit) delivered to PG&E during the period commencing on June 1, 2006 and continuing through the term of the Fourth Amendment shall be the prevailing as-available capacity price adopted by the CPUC for Qualifying Facilities selling as-delivered capacity to PG&E, as updated periodically and authorized by the CPUC.

(iii) Subject to the provisions of subsection (iv) below, the Parties agree that the amount that PG&E is entitled to recover from Seller with respect to the above-described amendments to the energy and as-delivered capacity prices through the Fourth Amendment Execution Date is US\$1,690,000 (the “Stipulated Recovery”). Interest on the Stipulated Recovery shall accrue at the rate of five percent (5.0%) per annum commencing on and including the Fourth Amendment Execution Date and continuing until the date that the Stipulated Recovery and all accrued interest thereon has been received by PG&E. PG&E shall recover the Stipulated Recovery and accrued interest by reducing to \$0.00 the amount that PG&E would otherwise pay to Seller for net energy output and as-delivered capacity under this Agreement beginning with the payment due in the first full month following the Fourth Amendment Effective Date and continuing until such reduced payments total the Stipulated Recovery plus all accrued interest, whereupon PG&E shall resume payments for net energy output and as-delivered capacity to Seller in accordance with this Agreement.

(iv) In the event that generation from the Facility exceeds the Contract Limit prior to the Effective Date of the Fourth Amendment, the Stipulated Recovery shall be increased by that amount which is equal to the product of (a) the positive difference between the energy price specified in this Agreement and PG&E’s short-run avoided costs of energy and as-available capacity, determined at the time of delivery, as updated periodically and authorized by the CPUC, multiplied by (b) the amount of the Additional Energy.”

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2. The following new definitions shall be added to Section A-1 of Appendix A of the Agreement:

- Additional Energy: For each full calendar year starting on January 1, 2006 until the end of the term of the Fourth Amendment, that portion of the total kilowatt-hours generated by the Facility that exceeds the Contract Limit.
- Contract Limit: The Contract Limit, which is the amount specified in clause (ii) of section 45(d)(7)(B) of the Internal Revenue Code of 1986, as amended, shall be 13,223,626 kilowatt-hours per calendar year.
- Fourth Amendment Execution Date: Has the meaning given in the preamble of the Fourth Amendment of this Agreement.
- Fourth Amendment Effective Date: Has the meaning given in Section 7 of the Fourth Amendment of this Agreement.

3. Except as expressly amended by this Fourth Amendment, the terms and conditions of the Agreement, including, but not limited to, Article 3 and Article 12, shall remain in full force and effect. Seller's performance of its obligations under this Fourth Amendment shall not modify, change or affect in any way the terms and conditions of the Agreement, except as specifically modified by this Fourth Amendment.

4. Termination or expiration of this Fourth Amendment shall not be deemed a termination or expiration of the Agreement and shall not affect the contract term or any other provision of the Agreement in any way.

5. Underlined or capitalized terms used but not defined in this Fourth Amendment shall have the meanings specified in the Agreement, unless expressly stated otherwise.

6. This Fourth Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Fourth Amendment.

7. The date that this Fourth Amendment becomes effective pursuant to the terms of this Section 7 is the "Effective Date" of the Fourth Amendment. This Fourth Amendment shall become effective upon the occurrence, or waiver in writing by both Parties, of CPUC Approval. CPUC Approval means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, that (i) approves the Agreement as amended by the Fourth Amendment in its entirety, including payments to be made by PG&E, subject to CPUC review of PG&E's administration of the Agreement as amended by the Fourth Amendment, and (ii) finds that PG&E's entry into the Agreement as amended by the Fourth Amendment is reasonable and that payments to be made by PG&E under the Agreement as amended by the Fourth Amendment are recoverable in rates. CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing the above-described approval and findings becomes final and non-appealable. If CPUC Approval has not been obtained or waived in writing by both Parties on or before two hundred seventy (270) days from the Fourth

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Amendment Execution Date, then either Party may terminate this Fourth Amendment effective upon receipt of written notice by the other Party.

8. This Fourth Amendment may only be terminated upon mutual written agreement of the Parties or as provided in Section 7 above. Any termination of this Fourth Amendment will apply only prospectively from the effective date of the termination. As set forth in Section 4 above, termination of this Fourth Amendment shall not be deemed a termination of the Agreement and shall not affect the contract term or any other provision of the Agreement in any way.

9. This Fourth Amendment may be modified or amended only by a written instrument signed by the authorized representatives of the Parties.

10. Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Fourth Amendment.

11. This Fourth Amendment shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

12. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have so waived or excused.

13. The signatories hereto represent that they are authorized to execute this Fourth Amendment on behalf of the Party for whom they sign. This Fourth Amendment may be executed in counterparts, each of which will be deemed to be an original and all of which taken together shall constitute a single instrument.

ENXCO Windfarm V, Inc.

By:  _____

Name: Tristan Grimbert

Title: President and CEO

Date: _____

Pacific Gas and Electric Company

By:  _____

Name: Garrett Jeung

Title: Senior Director

Date: March 19, 2010