

Tristan Grimbert
President and CEO
ENXCO Windfarm V, Inc.
15445 Innovation Dr.
San Diego, CA 92128

September 24, 2010

RE: Extension of time for CPUC Approval under the February 16, 2010 Fourth Amendment to Interim Standard Offer Four Power Purchase Agreement between ENXCO Windfarm V, Inc. and Pacific Gas Electric & Company (PG&E)

Dear Mr. Grimbert:

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")(collectively "Parties") are Parties to a February 16, 2010 agreement ("Fourth Amendment") that modified an Interim Standard Offer Four Power Purchase Agreement. Undefined capitalized terms set forth herein shall have the meaning ascribed to such terms in the Fourth Amendment.

PG&E filed the Fourth Amendment for Approval in Advice Letter 3705 E on July 21, 2010 in accordance with the Restructuring Advice Letter Filing ("RALF") process designated in CPUC Decision 98-12-066. The Parties anticipated a final and non-appealable order to be issued by the CPUC within 270 days of the Fourth Amendment Execution Date ("Conditions Precedent Date"). However, due to current delays in CPUC approval, a final and non-appealable order does not seem likely to be achieved by the Conditions Precedent Date.

The Agreement states in Section 7 that, "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 Amendment Execution Date, then either Party may terminate this Fourth Amendment effective upon receipt of written notice by the other Party." The Parties, however, do not wish the benefit of the Agreement to be lost due to a delay in obtaining CPUC Approval.

Therefore, the Parties hereby agree to amend Section 7 of the Agreement as follows: delete the sentence quoted in the preceding paragraph and replace it with the following: "If CPUC Approval has not been obtained or waived in writing by both Parties on or before four hundred and eight (408) days from the Fourth Amendment Execution Date,

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

If you concur with the above, please sign both originals of this letter and return one to Hugh Merriam at the above letterhead address.

PACIFIC GAS AND ELECTRIC COMPANY

ENXCO WINDFARM V, INC.

By: *Marino Mowardi*

By: *[Signature]*

Name: *Marino Mowardi*

Name: Tristan Grimbart

Title: *Director, Portfolio Management*

Title: President

Date: *5 Nov 2010*

Date: *September 24, 2010*