



Energy Procurement
Portfolio Management

245 Market Street, N13C
San Francisco, CA 94105

Mailing Address
Mail Code N13C
Pacific Gas and Electric Company
P. O. Box 770000
San Francisco, CA 94177

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

February 24, 2011

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.

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 their agreement to be lost due to a delay in obtaining CPUC Approval.

Therefore, the Parties have agreed to strike the above-quoted sentence 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 thirty eight (438) 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."

This letter agreement shall supercede the letter agreement executed on November 5, 2010.

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 Monardi

By: 

Name: Marino Monardi

Name: Tristan Grimbert

Title: Director, Portfolio Management

Title: President

Date: 24 March 2011

Date: March 11, 2011