

**FIFTH AMENDMENT TO
POWER PURCHASE AGREEMENT
FOR
LONG-TERM ENERGY AND CAPACITY
(PG&E LOG NO. 06W148)**

This Fifth Amendment to the STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY (this "**Fifth Amendment**") is entered into as of July 29, 2011 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, PG&E and U.S. Windpower, LLC ("**USW**") entered into that certain Long-Term Energy and Capacity Power Purchase Agreement between USW, as seller, and PG&E, as purchaser, signed by USW on October 30, 1984 and signed by PG&E on November 5, 1984 for a 10,000 kW facility identifying a scheduled operation date of January 1, 1988 (the "**Original 10 MW PPA**"); and

WHEREAS, PG&E and USW entered into that certain Altamont Renegotiation Agreement dated May 27, 1988 (the "**Altamont Renegotiation Agreement**"); and

WHEREAS, PG&E and USW entered into 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 and signed by PG&E on October 27, 1988 and signed by USW on October 26, 1988 (collectively the "**Solano Deferral Agreement**"); and

WHEREAS, PG&E and USW entered into that certain First Amendment to Long-Term Energy and Capacity Power Purchase Agreement between USW and PG&E and signed by PG&E on January 20, 1989 and signed by USW on January 20, 1989 (the "**First Amendment to 10 MW PPA**"); and

WHEREAS, PG&E, Green Ridge Power, LLC (as administrator of the Original 10 MW PPA ("**Administrator**") and Altamont Power, LLC entered into an agreement dated as of July 11, 2001 (the "**Settlement Agreement**") which, *inter alia*, adopted a five year fixed energy price amendment to the Original 10 MW PPA; and

WHEREAS, on or about December 21, 2001, Seller purchased and acquired the Original 10 MW PPA, as amended by the First Amendment to 10 MW PPA and the Second Amendment to 10 MW PPA, pursuant to an Asset Purchase and Sale Agreement between Susan L. Uecker, as

EXECUTION VERSION

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 Original 10 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 Original 10 MW PPA**"), and

WHEREAS, PG&E and Seller entered into that certain Fourth Amendment to Interim Standard Offer Four Power Purchase Agreement dated February 16, 2010 (the "**Fourth Amendment to Original 10 MW PPA**") (such Original 10 MW PPA, the Altamont Renegotiation Agreement, the Solano Deferral Agreement, the First Amendment to Original 10 MW PPA, the Settlement Agreement, the Supplemental Agreement, the 2006 Amendment to Original 10 MW PPA and the Fourth Amendment to Original 10 MW PPA, the "**PG&E Log No. 06W148 PPA**"); and

WHEREAS, concurrently with the execution of this Fifth Amendment, the Parties are executing an Amendment to the Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log Number 06W146C) and a Termination Agreement of the Power Purchase Agreement For Long-Term Energy and Capacity (PG&E Log Number 01W146C), 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. 06W148 PPA as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Termination Agreement, 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 execution date of this Fifth Amendment.
- 1.2. In the event the Commission fails to approve any of the Shiloh IV Related Transaction Agreements without conditions or modifications, this Fifth Amendment shall be null and void.
- 1.3. Unless otherwise agreed to in writing by the Parties, this Fifth 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 06W148 PPA.

2.1. The “**Fifth Amendment Effective Date**” shall be 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, or any of them.

2.2. As of the Fifth Amendment Effective Date, the PG&E Log No. 06W148 PPA shall be amended as follows:

2.2.1. Article 12 of the PG&E Log No. 06W148 PPA shall be deleted and replaced with the following:

This Agreement shall be binding upon execution and remain in effect thereafter until December 31, 2026.

2.2.2. Article 3A of the PG&E Log No. 06W148 PPA (as added by the Fourth Amendment to Original 10 MW PPA) shall be modified as follows:

2.2.2.1. The phrase “term of the Fourth Amendment” in Section (i) shall be deleted and replaced with the following: “Fourth Amendment Pricing Term”.

2.2.2.2. The phrase “term of the Fourth Amendment” in Section (ii) shall be deleted and replaced with the following: “Fourth Amendment Pricing Term”.

2.2.3. New Article 3B to the PG&E Log No. 06W148 PPA shall be added as follows:

“3B CONTRACT PRICE DURING FIFTH AMENDMENT PRICING TERM

Notwithstanding anything in the Agreement to the contrary, during the Fifth Amendment Pricing Term, the price PG&E shall pay for energy, Additional Energy and as available capacity shall be a fixed \$75.55/MWh. PG&E shall not be obligated to make any separate payment for capacity.”

2.2.4. New Article 13 shall be added to PG&E Log No. 06W148 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.

EXECUTION VERSION

(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 1st 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."

2.2.5. New Appendix G shall be added to PG&E Log No. 06W148 PPA as set forth in Attachment A hereto.

2.2.6. 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

EXECUTION VERSION

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.

Fifth Amendment Pricing Term – The Fifth Amendment Pricing Term shall commence on January 1, 2018 and continue through the Term of this Agreement.

Fourth Amendment Pricing Term – The Fourth Amendment Pricing Term shall commence on the Fourth Amendment Effective Date and continue through December 31, 2017.

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.”


EXECUTION VERSION

- 2.3. Except as expressly amended by this Fifth Amendment, the terms and conditions of the PG&E Log No. 06W148 PPA shall remain in full force and effect. Seller's performance of its obligations under this Fifth Amendment shall not modify, change or affect in any way the terms and conditions of the PG&E Log No. 06W148 PPA, except as specifically modified by this Fifth Amendment.
3. Miscellaneous.
- 3.1. This Fifth 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 Fifth Amendment and the PG&E Log No. 06W148 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 Fifth 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 Termination Agreement.
- 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 Fifth Amendment. Any term and provision of this Fifth Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Fifth Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Fifth Amendment or any part hereof.
- 3.5. This Fifth 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 Fifth Amendment may only be amended or modified in writing signed by all Parties.

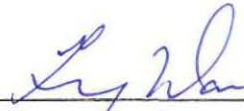
IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to the PG&E Log No. 06W148 PPA to be duly executed by their authorized representatives, as of the date specified above.

EXECUTION VERSION

ENXCO WINDFARM V, INC.,
a Delaware corporation

Signature: 
Name: Paul Kaufman
Title: Secretary

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation

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 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 and BilatSettlements@pge.com.
- c. For Monthly and Daily Forecasts of Generation, email to 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.

- e. For Hourly Forecasts of Generation, call PG&E's Real Time Desk at (415) 973-4500 and email to RealTime@pge.com.
- f. For Planned Outages and Prolonged Outages, complete the specifics below and submit by email to PGOutageCoordination@pge.com, DAenergy@pge.com and 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.
 - 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*

EXECUTION VERSION

4. *Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted*