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FOURTH AMENDMENT
TO THE
LONG-TERM ENERGY AND CAPACITY
POWER PURCHASE AGREEMENT
BETWEEN
U. S. WINDPOWER, INC.
AND
PACIFIC GAS AND ELECTRIC COMPANY

This is the Fourth Amendment to the Long-Term Energy and Capacity Power Purchase Agreement signed by Pacific Gas and Electric Company ("PG&E"), a California corporation, on March 2, 1984, and by U. S. Windpower, Inc. ("USW"), a Delaware corporation, on March 5, 1984, relating to a 70,000 kW facility and identifying a scheduled operation date of April 1, 1987 (the "Agreement").

WHEREAS, pursuant to the Altamont Renegotiation Agreement dated May 27, 1988, USW and PG&E agreed that the undeveloped 1.6 MW portion of the Agreement (the "1.6 MW Portion") would be amended as provided herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the 1.6 MW Portion is hereby amended as follows:

1 1. The following paragraphs are added to the end of
2 Section A-13 ASSIGNMENT:

3
4 "(c) 1.6 MW of this Agreement are undeveloped as
5 of April 1, 1988. This 1.6 MW portion may only be
6 developed as described in this paragraph (c). Seller
7 may, in accordance with this Section A-13, assign this
8 undeveloped portion of this Agreement to an entity or
9 entities for use in connection with wind turbines
10 contributed by Seller to such entity or entities for
11 purposes of fulfilling Seller's manufacturer's warranty
12 obligations to such entity or entities for Windplants
13 that were (i) installed by Seller, (ii) operating under
14 this Agreement as of December 31, 1987, and (iii)
15 operating under this Agreement as of the date of the
16 proposed assignment ("Allowable Use"). Seller expressly
17 agrees that it shall be reasonable for PG&E to withhold
18 its consent to any assignment not made in connection
19 with an Allowable Use.

20
21 (d) If on March 5, 1989, less than 1.6 MW of an
22 Allowable Use are installed and operational under this
23 1.6 MW portion of the Agreement, the Agreement shall
24 terminate to the extent of such undeveloped megawatts."
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IN WITNESS WHEREOF, USW and PG&E have caused this Fourth Amendment to be signed by their duly authorized representatives, and it is effective as of the last date set forth below:

U. S. WINDPOWER, INC.

PACIFIC GAS AND ELECTRIC COMPANY

By: Sandra J. Bodmer-Turner

By: Paula G. Rosput

Name: Sandra J. Bodmer-Turner

Name: Paula G. Rosput

Title: Vice President

Title: Manager - QF Contracts

Date Signed: July 29, 1988

Date Signed: July 29, 1988

Approved as to Form
KBW
Attorney