

**AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT
LOG NUMBER 01W035**

This AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY (this "**Amendment**") is made as of the latest signature date found on the signature page of this amendment (the "**Amendment Effective Date**") by and between Pacific Gas and Electric Company ("**PG&E**" or "**Buyer**") and Green Ridge Power, LLC, the successor in interest to U.S. Windpower, Inc., ("**Seller**" and collectively with Buyer, the "**Parties**").

RECITALS

WHEREAS, Buyer and Seller are Parties to that certain Standard Offer # 4 Power Purchase Agreement for Long-Term Energy and Capacity, as amended, effective as of March 5, 1984, related to PG&E Log # 01W035 (the "**PPA**"); and

WHEREAS, Seller intends to repower a portion of its existing Green Ridge Wind Power Energy Center ("**Green Ridge**") with a new wind turbine generating system (the "**Repowering**") and

WHEREAS, the Product generated by Green Ridge is currently dedicated to Buyer under certain power purchase agreements; and

WHEREAS, Buyer and Seller desire to amend the PPA in order for Seller to effectuate the Repowering;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The PPA is hereby amended, and shall be effective on the Amendment Effective Date, as follows:

A. Article 1, Qualifying Status, of the PPA shall be amended by: (i) deleting the following text, "as of the effective date of this Agreement" on the fourth and fifth lines of that Article; and, (ii) adding the following at the end of the Article, ", as such statute is amended from time to time".

B. Miscellaneous.

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the PPA.

2. Effect of Amendment. The PPA shall remain in effect in accordance with its terms. If there is any conflict between the PPA and this Amendment, this Amendment shall control.

3. Entire Agreement. This Amendment and the PPA, as amended, constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

4. Governing Law. This 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 Amendment.

5. Cooperation. Buyer and Seller agree to take promptly all necessary action to obtain any required approvals related to this Amendment (including California Public Utilities Commission approval, if necessary).

6. Captions; Construction. 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 Amendment. Any term and provision of this Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Amendment or any part hereof.

7. Counterparts. This 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.

8. Any Amendments or Modifications. This Amendment may only be amended or modified in writing signed by both of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be duly executed by its authorized representatives, as of the date written below.

**GREEN RIDGE POWER LLC, a
Delaware limited liability company**

**PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation**

Signature: Matthew Schaffer
Name: Matthew Schaffer
Title: VP
Date: 3/22/11

Signature: _____
Name: _____
Title: _____
Date: _____

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**PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation**

Signature: Matthew Schaffer
Name: Matthew Schaffer
Title: VP
Date: 3/22/11

Signature: Garrett Young
Name: Garrett Young
Title: Senior Director
Date: March 29, 2011