

01W004

AMENDMENT NO.2
TO
STANDARD OFFER #4 POWER PURCHASE AGREEMENT
FOR
LONG-TERM ENERGY AND CAPACITY
BETWEEN
U.S. WINDPOWER, INC.
AND
PACIFIC GAS AND ELECTRIC COMPANY

This Amendment dated as of March ¹⁵ 1985, amending that certain Standard Offer #4 Power Purchase Agreement for Long-term Energy and Capacity, dated March 5, 1984, between the parties hereto, previously amended by Amendment No.1 dated as of May 18, 1984 relating to a 60,000 kW Facility and identifying the initial scheduled operation date of the Facility as January 1, 1986 ("Standard Offer #4"), is entered into by and between U.S. WINDPOWER. INC. ("Seller"), and PACIFIC GAS AND ELECTRIC COMPANY ("PGandE").

RECITALS

WHEREAS:

1. Seller and PGandE entered into the above-identified Standard Offer #4 dated as of March 5, 1984 and the above-identified Amendment No. 1 dated as of May 18, 1984;
2. Seller and PGandE desire to further amend the said Standard Offer #4 in the manner set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Paragraph (b) of Article 3 is hereby amended by (1) deleting the figure "60,000 kW" from Line 11 on Page 5 and inserting in lieu thereof the figure "110,000 kW"; by (2) inserting in the blank space at lines 11 and 12 on Page 5 the symbol "*"; and by (3) adding at the bottom of Page 4 the following:

"*For purposes of compliance with Question No. 2, Page 5 of Appendix A of the Interconnection Priority Procedure (IPP) adopted by CPUC decision 85-01-038. USW has demonstrated "site control" for the 50,000 kW of Facility kW added to this Agreement by Amendment No. 2 dated as of March 6¹⁵, 1985 by furnishing to PGandE evidence of the Easements listed in Schedule A attached to said Amendment No. 2."

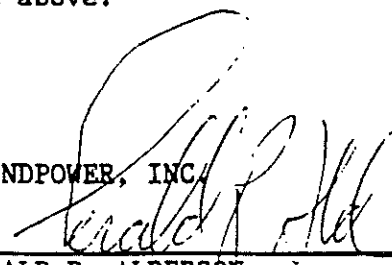
2. Section A-1 of Appendix A is hereby amended by deleting the sentence "Windplants shall not exceed four (4) in number." from Line 14 of Page A-7.


3. Section A-13 of Appendix A is hereby amended by deleting the phrase "up to four (4)" from Line 20 on Page A-20.

4. Except as defined otherwise herein, all terms used in this Amendment shall have the same meanings used in the above-identified Standard Offer #4.

5. Except as expressly amended herein, the above-identified Standard Offer #4 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment No. 2 to the above-identified Standard Offer #4 as of the day and year first written above.

U.S. WINDPOWER, INC.
By: 
GERALD R. ALDERSON
President

PACIFIC GAS AND ELECTRIC COMPANY
By: 
NOLAN H. DAINES
Vice President -
Planning and Research

Date Signed: March 6, 1985

Date Signed: March 15, 1985

SCHEDULE A

EASEMENTS

<u>LANDOWNER</u>	<u>DATE EASEMENT EXECUTED</u>	<u>COUNTY</u>	<u>COUNTY RECORDATION NUMBER</u>
Betz	June 10, 1981	Alameda	82-069837
Bireley	March 9, 1983	Alameda	83-079679
DePaoli	September 7, 1983	Alameda	83-169459
DePaoli/Ralph	September 7, 1983	Alameda	83-169460
Gomes	October 30, 1981	Alameda	81-214496
Haera	November 24, 1981	Alameda San Joaquin	82-020076 82002013
Jackson	August 7, 1981	Alameda Contra Costa	82-006210 82-3622
Moy	November 18, 1982	Alameda	83-123168
Mulqueeney	October 16, 1981	Alameda San Joaquin	82-006203 82002004
Mulqueeney	June 30, 1982	Alameda	82-111695
Valhalla	December 10, 1982	Alameda	83-018019
Walker	February 6, 1981	Alameda Contra Costa	81-025571 81-20062
Walker	February 6, 1981	Alameda	81-025570