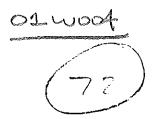
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THIRD AMENDMENT

TO THE

LONG-TERM ENERGY AND CAPACITY

POWER PURCHASE AGREEMENT

BETWEEN

U. S. WINDPOWER, INC.

AND

PACIFIC GAS AND ELECTRIC COMPANY

This is the Third 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 110,000 kW facility and identifying a scheduled operation date of January 1, 1986 (the "Agreement").

WHEREAS, pursuant to the Altamont Renegotiation Agreement dated May 27, 1988, USW and PG&E agreed that the undeveloped 3.0 MW portion of the Agreement (the "3.0 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 3.0 MW Portion is hereby amended as follows:

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

"(c) 3.0 MW of this Agreement are undeveloped as of April 1, 1988. This 3.0 MW portion may only be developed as described in this paragraph (c). may, in accordance with this Section A-13, assign this undeveloped portion of this Agreement to an entity or entities for use in connection with wind turbines contributed by Seller to such entity or entities for purposes of fulfilling Seller's manufacturer's warranty obligations to such entity or entities for Windplants that were (i) installed by Seller, (ii) operating under this Agreement as of December 31, 1987, and (iii) operating under this Agreement as of the date of the proposed assignment ("Allowable Use"). Seller expressly agrees that it shall be reasonable for PG&E to withhold its consent to any assignment not made in connection with an Allowable Use.

(d) If on March 5, 1989, less than 3.0 MW of an Allowable Use are installed and operational under this 3.0 MW portion of the Agreement, the Agreement shall terminate to the extent of such undeveloped megawatts."

IN WITNESS WHEREOF, USW and PG&E have caused this Third 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: Janden Bidmer-Inn	By: BROUT
Name: Sandra J. Bodmer-Turner	Name: Paula G. Rosput
Title: <u>Vice President</u>	Title: Manager - QF Contracts
Date Signed: July 29, 1988	Date Signed: 11/1988

U.S.WINDPOWER

U.S. WINDPOWER, INC. 500 Sansome Street San Francisco, CA 9 HTI TEL: 115-398-3825 FAX: 445-394-7740

A KENETEGII COMPANA

July 29, 1988

By Messenger

Pacific Gas and Electric Company Attention: Paula G. Rosput Manager, QF Contracts 77 Beale Street, 23rd Floor San Francisco, California 94106

Re: Twenty-four (24) USW Model 56-100 wind turbines currently owned by Windpower Partners 1982-2 and the five (5) USW Model 56-100 wind turbines known as the "Annex".

Pursuant to Paragraph 7(B) of the Altamont Renegotiation Agreement dated May 27, 1988, U.S. Windpower, Inc. hereby provides notice that, prior to the date of the First Closing, the subject turbines were assigned to that certain Power Purchase Agreement identified by PG&E Log #01W004 ("PPA") as follows:

Seller under PPA (Eligible Entity)	Date of Assignment of PPA	Wind Turbine Site Numbers	Number of Turbines
Liberty Equipment Investors L.P 1984	December 12, 1984	498 - 501 535 - 542	4 8
Windpower Partners 1985-A	May 24, 1985	502 - 507 524 - 529	6 6
Windpower Partners 1985-B	May 24, 1985	-1 through -5	5

Mangant & Ruym

Margaret E. Rueger

Senior Manager, Power Contracts

cc: John Pappas