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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:

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

3
4 "(c) 3.0 MW of this Agreement are undeveloped as
5 of April 1, 1988. This 3.0 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 3.0 MW of an
22 Allowable Use are installed and operational under this
23 3.0 MW portion of the Agreement, the Agreement shall
24 terminate to the extent of such undeveloped megawatts."
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1 IN WITNESS WHEREOF, USW and PG&E have caused this Third
2 Amendment to be signed by their duly authorized
3 representatives, and it is effective as of the last date set
4 forth below:

5
6 U. S. WINDPOWER, INC.

PACIFIC GAS AND ELECTRIC COMPANY

7
8 By: Sandra J. Bodmer-Turner

By: Paula G. Rosput

9
10 Name: Sandra J. Bodmer-Turner

Name: Paula G. Rosput

11 Title: Vice President

Title: Manager - QF Contracts

12
13 Date Signed: July 29, 1988

Date Signed: July 29, 1988

U.S. WINDPOWER

U.S. WINDPOWER, INC.
500 Sansome Street
San Francisco, CA 94111
TEL: 415-398-3825
FAX: 415-391-7740

A KENETECH COMPANY

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:

<u>Seller under PPA (Eligible Entity)</u>	<u>Date of Assignment of PPA</u>	<u>Wind Turbine Site Numbers</u>	<u>Number of Turbines</u>
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

Sincerely,



Margaret E. Rueger
Senior Manager, Power Contracts

cc: John Pappas