

FOURTH AMENDMENT

TO

POWER PURCHASE AGREEMENT
(Forks of Butte project, PG&E Log No. 10H013)

THIS FOURTH AMENDMENT, dated as of March 2, 1993, is by and between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation, and ENERGY GROWTH PARTNERSHIP I ("Seller"), a California partnership. It amends the interim Standard Offer No. 4 power purchase agreement (the "Agreement"), signed on November 5, 1984 by PG&E and on October 31, 1984 by Energy Growth Group and Energy Growth Partnership ("EGG/EGP"), Seller's predecessors-in-interest, for the hydroelectric project located at the northwest quarter of Section 10, Township 23N, Range 3E, MDB&M, near De Sabla City in Butte County, California (the "Facility"). PG&E and Seller are sometimes referred to individually as "party" and collectively as the "parties."

RECITALS

WHEREAS, the Agreement was amended by the First Amendment To The Power Purchase Agreement For Long-Term Energy And Capacity Between EGG/EGP and PG&E, dated February 27, 1989 (the "First Amendment"); and

WHEREAS, in that Consent to Assignment and Agreement by and among PG&E, EGG/EGP and Seller, signed by PG&E on February 2, 1990, PG&E consented to the assignment of the Agreement from EGG/EGP to Seller; and

WHEREAS, the Agreement has been amended by the Second Amendment to Power Purchase Agreement dated August 14, 1991 (the "Second Amendment"); and

WHEREAS, the Agreement has been amended by the Third Amendment to Power Purchase Agreement dated December 1, 1992 (the "Third Amendment"); and

WHEREAS, on November 5, 1992, under CPUC Decision 92-10-015 Seller became eligible to request an interconnection study and establish interconnection priority and on November 17, 1992, Seller notified PG&E that it requested such study; and

WHEREAS, on November 17, 1992 Seller also informed PG&E that an additional 1.7 MW of generation from the Project had been constructed and was available and requested that PG&E purchase the additional output; and

WHEREAS, on March 2, 1993 PG&E notified Seller that the results of the interconnection study indicated that no new interconnection facilities would be required for Seller to deliver the additional 1.7 MW of generation to PG&E; and

WHEREAS, Seller now wishes to sell and PG&E wishes to purchase the additional 1.7 MW of generation from the Project under the terms and conditions described below.

AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants contained herein, PG&E and Seller agree as follows:

1. Definitions

1.1 All underlined terms shall have the meaning stated in Section A-1 DEFINITIONS, Appendix A, pages A-2 through A-7 of the amended Agreement, except as expressly amended by this Fourth Amendment.

1.2 Add a new definition of "non-firm, economy energy price" in Appendix A, page A-7, line 10 as follows:

Non-firm, economy energy price -- The lesser of the following: (1) the price paid by PG&E for energy, on an as-available basis, from third party suppliers, or (2) the cost of incremental energy from PG&E's own generation resources. At the beginning of each calendar month, if Seller desires to be informed of the non-firm economy energy price, Seller shall call PG&E's designated contract administrator to obtain the price.

2. Energy Price

Amend Article 4, ENERGY PRICE, Section (b), page 6, lines 7 through 9 of the First Amendment to read:

(b) During the fixed price period, PG&E shall purchase and Seller shall be paid for energy delivered, measured in accordance with PG&E's then-current methodology, (currently on a half-hourly basis), as follows: (i) Seller shall be paid for energy deliveries up to a maximum of 10,800 kW at prices equal to 100 percent of the prices set forth in Amended Table B-1.1; (ii) Seller shall be paid for energy deliveries in excess of 10,800 kW up to a maximum of 11,600 kW at prices equal to PG&E's full short-run avoided operating costs; and (iii) Seller shall be paid for energy deliveries in excess of 11,600 kW up to a maximum of 13,300 kW at prices equal to the non-firm, economy energy price.

3. Miscellaneous

3.1 Nothing contained in this Fourth Amendment shall operate to entitle Seller to review PG&E's dispatch or purchase decisions or to audit operating records.

3.2 Except as expressly modified by this Fourth Amendment, the provisions of the Agreement, as modified by the First Amendment, Second Amendment, and Third Amendment shall remain unchanged.

3.3 This Fourth Amendment constitutes the entire agreement of the parties with respect to the subject-matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject-matter of this Fourth Amendment.

3.4 This Fourth Amendment may be amended or modified only by a written instrument signed by both parties.

3.5 Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Fourth Amendment.

3.6 This Fourth Amendment shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

3.7 No term or provision of this Fourth Amendment shall be deemed waived and no breach excused unless it is in writing and signed by the party claimed to have so waived or excused.

3.8 This Fourth Amendment is executed in two counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

3.9 This Fourth Amendment is effective as of March 2, 1993.

IN WITNESS THEREOF, the parties have caused this Fourth Amendment to be executed by their duly authorized representatives, and it is effective as of the last date written below.

ENERGY GROWTH PARTNERSHIP I

PACIFIC GAS AND ELECTRIC COMPANY

By HYPOWER, INC., its general partner

BY: *Robby Loh*

BY: *Robert J. Haywood*

NAME: ~~Robbie~~ Robby Loh

NAME: Robert J. Haywood

TITLE: Vice-President, Hypower, Inc.

TITLE: Vice President, Power Systems

DATE SIGNED: 5/11/93

DATE SIGNED: 5/22/93

Addresses:

ENERGY GROWTH PARTNERSHIP I
1150 Ballena Blvd., Suite 220
Alameda, California, 94501

APPROVED AS TO FORM
AKP
ATTORNEY

Attention: ROBBY
~~ROBBIE~~ LOH

Telephone: (510) 769-0800

HYPOWER, INC.

1150 Ballena Blvd., Suite 220
Alameda, California, 94501

Attention: Robby
~~Robbie~~ Loh, Vice-President

Telephone: (510) 769-0800