



**Pacific Gas and
Electric Company**

GES - Power Contracts

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P.O. Box 770000
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February 7, 2005

Mr. Scott Busa
Project Director
FPL Energy - Diablo Winds, LLC
700 Universe Boulevard
Juno Beach, FL 33408

RE: Diablo Wind Farm - Deliveries of energy during PIRP startup period

Dear Scott:

PG&E and FPL Energy have previously discussed how certification in the CAISO's Participating Intermittent Resource Program (PIRP) should be addressed under the Master Power Purchase and Sale Agreement Confirmation Letter between Diablo Winds, LLC ("Diablo Winds") and Pacific Gas and Electric Company ("PG&E") dated October 6, 2004 (the "Diablo Winds PPA"). PG&E understands that the turbines associated with the Diablo Winds LLC project (the "Facilities") have reached final commissioning and will be undergoing a sixty to ninety day qualification period required by the CAISO's protocol for the PIRP. Please confirm if this is the case and, if so, provide the dates on which the first and last turbines were completed in writing pursuant to our agreement.

The agreement also requires that FPL schedule all Energy Output produced by the units to PG&E and that PG&E purchase this power. However, we recognize the agreement did not anticipate that during the PIRP certification period a reliable schedule of power would not be available. In order to minimize the imbalance penalties during this certification period, the CAISO allows the generator to sell into the real time market. To accommodate the PIRP certification process, PG&E is willing to waive all terms of the Diablo Winds PPA which are inconsistent with the PIRP certification process, including the requirements of the Diablo Winds PPA that Diablo Winds make available and deliver to PG&E all of the Energy Output from the Facilities. This waiver will remain in effect until the end of the PIRP certification period or until PG&E provides Diablo Winds with written notice of its termination. Under this waiver, the requirements of the PIRP certification process will govern, among other issues, the scheduling and sale of the Energy Output of the Facilities. For example, PG&E will not be required to purchase any Energy Output from the Facilities until the period of the waiver terminates. All terms of the Diablo Winds PPA which are not inconsistent with the PIRP certification process, including without limitation the definition of the Delivery Period and the transfer of the Environmental Attributes of the Facilities' Energy Output to PG&E will remain unchanged. If you agree to this description of the consequences of PG&E's waiver and agree to give PG&E any waiver of the terms of the Diablo Winds PPA which is required to implement the terms of this letter, please sign in the space provided below and

return an original signed copy of this letter to us. After the Facilities are certified for participation in the PIRP program, please provide us a statement of the amount of energy delivered into the imbalance market during the certification period.



All capitalized terms set forth in this letter and not defined herein shall have the meanings given such terms in the Diablo Winds PPA.

Sincerely,

A handwritten signature in black ink that reads 'Frank De Rosa'.

Frank De Rosa
Director, Power Contracts

Agreed to this 7th day of February, 2005

FPL Energy - Diablo Winds, LLC

By: A handwritten signature in black ink that reads 'Bryan J. Fennell'.

BRYAN J. FENNELL

Its: VICE PRESIDENT

cc: Rebecca Perree
Michael Steele