

March 30, 2009

To:

Roy Kuga
Vice President, Energy Supply
Pacific Gas & Electric Company
P.O. Box 770000, Mail Code N13R
San Francisco, CA 94177

Cc:

Candice Chan Wayne
Director, Contract Management & Settlements
Pacific Gas & Electric Company
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177

Ted Yura
Manager, Contract Management
Pacific Gas & Electric Company
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177

RE: Hatchet Ridge Wind, LLC Power Purchase and Sale Agreement

Dear Mr. Kuga:

Hatchet Ridge Wind, LLC ("Seller") and Pacific Gas and Electric Company ("PG&E") are Parties to that certain Power Purchase and Sale Agreement dated November 20, 2008 ("Agreement"). All capitalized terms used but not defined herein shall have the meanings provided to them in the Agreement.

Section 3.9(c)(vii)(A) of the Agreement provides that Seller may elect to terminate the Agreement by providing Notice to Buyer on or before April 30, 2009 if Seller does not receive Financing for the Project by March 31, 2009. The Parties acknowledge that Seller will be unable to receive Financing by March 31, 2009 and hereby agree to the following:

- (1) To extend the Guaranteed Construction Start Date in Section 3.9(c)(iii)(A) from April 30, 2009 to April 30, 2010;
- (2) To extend the Guaranteed Commercial Operation Date in Section 3.9(c)(iii)(B) from December 31, 2009 to December 31, 2010;
- (3) To extend the date in Section 3.9(c)(vii)(A) by which Seller must obtain Financing for the Project from March 31, 2009 to March 31, 2010 and to extend the date in Section 3.9(c)(vii)(A) by which Seller must provide Notice to Buyer to terminate the Agreement for failure to obtain Financing for the Project from April 30, 2009 to April 30, 2010;

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- (4) To extend the date in Section 8.4(a)(ii)(A)(y) by which Seller must deliver to Buyer Project Development Security from April 30, 2009 to April 30, 2010;
- (5) To extend the Construction Start Date in Appendix III from April 30, 2009 to April 30, 2010; and
- (6) To extend the Commercial Operation Date in Appendix III from December 31, 2009 to December 31, 2010.

Except as otherwise expressly modified hereby, the Agreement remains in full force and effect. This Letter Agreement is not intended to be nor shall it be construed as a waiver of any of either Party's rights or remedies under the Agreement at law or in equity.

Seller requests that PG&E confirm its agreement to the foregoing by executing this Letter Agreement and returning the original, executed Letter Agreement to me at the above-referenced address.

Please do not hesitate to contact me with any questions.

Regards,

Hatchet Ridge Wind, LLC

By: 

Name: Daniel M. Elkort
Vice President

Title: _____

Date: 3/31/09

Agreed to by: Pacific Gas & Electric Company

By: 

Name: Roy M. Kuga

Title: VP - Energy Supply

Date: 3/31/09