

**FIRST AMENDMENT TO THE
POWER PURCHASE AND SALE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY AND
ARLINGTON WIND POWER PROJECT, LLC**

This FIRST AMENDMENT ("First Amendment") to the Power Purchase and Sale Agreement dated May 28, 2008 ("Purchase Agreement") is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY ("Buyer"), a California corporation, and ARLINGTON WIND POWER PROJECT, LLC, a Delaware limited liability company ("Seller"). Buyer and Seller are sometimes referred to herein individually as "Party" and collectively as the "Parties."

1. **Rules of Construction.** Capitalized terms used herein and not otherwise defined shall be used as defined in the Purchase Agreement.

2. **Amendments to Purchase Agreement.**

a. Section 3.1(n) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Greenhouse Gas Emissions. During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Project reasonably necessary to permit Buyer to comply with such requirements, if any; *provided, however*, that Seller shall not be required to undertake any actions pursuant to this Section 3.1(n) that would result in costs or expenses in excess of \$10,000.00 during the Delivery Term; and *provided, further*, that Seller shall nonetheless be required to comply with this Section 3.1(n) if Buyer agrees in writing to reimburse Seller for any costs or expenses in excess of \$10,000.00 during the Delivery Term in the manner set forth in Section 6.1.

3. **CPUC Approval.**

This First Amendment shall become effective upon satisfaction of the following conditions precedent:

a. CPUC Approval of the Purchase Agreement;

b. PG&E's receipt of a final and non-appealable CPUC order that finds that PG&E's entry into the Purchase Agreement is reasonable and that payments to be made by Buyer under the Purchase Agreement are recoverable in rates; and

c. This First Amendment has been duly executed by the authorized representatives of each of Buyer and Seller.

4. **No Other Modifications.** Except as otherwise expressly modified hereby, the Purchase Agreement remains in full force and effect. If there is a conflict between the terms of the Purchase Agreement and those of this First Amendment, this First Amendment shall control.

5. **Miscellaneous.**

a. **Governing Law.** This First Amendment shall be governed by Section 10.12 of the Purchase Agreement. The Parties agree to comply with Section 10.12 and Article Twelve of the Purchase Agreement as amended by this First Amendment with respect to any dispute relating to this First Amendment.

b. **Headings.** Headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

c. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature provided via facsimile shall have the same legal effect as an original.

d. **Any Amendments or Modifications.** This First Amendment may only be amended or otherwise modified in writing signed by each of the Parties.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives, effective as of the latest date set forth in the signature block below. By signing this First Amendment, the representatives of the Parties warrant that they have the requisite authority to bind their respective principals.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

ARLINGTON WIND POWER PROJECT, LLC
a Delaware limited liability company

By: 

By: 

Name: Roy Kuga

Name: JAYSHREE DESAI

Title: Vice President, Energy Supply

Title: VP FINANCE

Date of Signature: 12/22/08

Date of Signature: 12/24/08