

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION BETWEEN
SHILOH I WIND PROJECT LLC
and
PACIFIC GAS AND ELECTRIC COMPANY**

This confirmation letter dated as of this June 15, 2005 ("Confirmation") confirms the Transaction between Shiloh I Wind Project LLC ("Seller") and Pacific Gas and Electric Company ("Buyer" or "PG&E") regarding the purchase and sale of Product in accordance with and subject to the terms and provisions of the Master Power Purchase & Sale Agreement ("Master Agreement") dated as of the date hereof. This Confirmation shall not be effective until all of the Conditions Precedent in Article 11 of the Master Agreement have been satisfied. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement and the CAISO tariff and protocol provisions (as amended from time to time, the "CAISO Tariff").

1. **Product: Project.** Seller shall sell an As Available Product from the Project, which is described in greater detail in Appendix A hereto.
2. **Delivery Term.** The Parties shall specify the period of Product delivery for the "Delivery Term," as defined herein, by checking one of the following boxes:

- Delivery shall be for a period of ten (10) Contract Years
- Delivery shall be for a period of fifteen (15) Contract Years
- Delivery shall be for a period of twenty (20) Contract Years
- Non-standard Delivery shall be for a period of ____ Contract Years

As used herein, "Delivery Term" shall mean the period of Contract Years specified above beginning on the first date (the "Delivery Term Start Date") that Seller delivers to Buyer the Product from the Project after (i) the conditions precedent to the Initial Energy Delivery Date set forth in the penultimate sentence in this paragraph have been satisfied, (ii) the Project is certified for participation in the Participating Intermittent Resources Program of the CAISO ("PIRP"), (iii) Seller has delivered by facsimile the completed Delivery Term Start Date Confirmation Letter, attached hereto as Appendix B and (iv) the Project has been interconnected to the permanent Interconnection Facilities. Seller shall use commercially reasonable efforts to have the Project certified for participation in PIRP within six (6) months of the Commercial Operation Date. If such certification has not been achieved by such date, the PIRP certification shall be deemed to have occurred for purposes of the Delivery Term Start Date, above. The date of the initial scheduling of Energy under the terms of the Agreement (the "Initial Energy Delivery Date") shall occur on a date (which may be prior to the commencement of the Delivery Term) that is the latest to occur of (a) the Commercial Operation Date, (b) the date upon which Buyer shall have received Performance Assurance in accordance with the relevant provisions of Article 8 of the Master Agreement, as applicable and (c) the date upon which all of the Conditions Precedent in Article 11 of the Master Agreement have been satisfied. As used herein, "Contract Year" means each period of twelve (12) consecutive months during the Delivery Term starting with the first day of the month following the Delivery Term Start Date.

3. **Delivery Point.** The Delivery Point shall be in NP-15. If the current NP-15 zonal delivery point is materially modified or replaced with an alternate trading hub or the zonal market structure is

reconfigured to a nodal or alternate structure by the CAISO or successor organization, then the Delivery Point shall be the high side of the Project's busbar.

4. **Installed Capacity; Delivered Energy.** As of the Effective Date, the Installed Capacity is 150 MW, and is subject to reduction under the terms of the Master Agreement to not less than 105 MW. Throughout the Delivery Term, Seller shall schedule fifty percent (50%) of the schedule for the Project for delivery to Buyer ("Scheduled Energy") in accordance with Section 7 of this Confirmation. As described in greater detail in Sections 7 and 8 of this Confirmation, payments with respect to energy scheduled and delivered hereunder shall be based upon Scheduled Energy, but Buyer shall be entitled to receive Environmental Attributes for all Delivered Energy. In no event shall Buyer be obligated, with respect to any hour, to pay for Scheduled Energy or accept Environmental Attributes associated with Delivered Energy (as defined below) in excess of the Buyer Percentage (as defined below) of the Installed Capacity. Seller shall not have the right to procure electric capacity or energy from sources other than the Project for sale or delivery to Buyer under this Transaction except as expressly contemplated by this Confirmation.

As used herein, "Delivered Energy" means 50.0% (the "Buyer Percentage") of the energy produced from the Project as measured in megawatt hours (MWh) at the Project's CAISO revenue meter, based on a power factor of precisely one (1) and net of all applicable losses, including, but not limited to the following: (a) any transmission or transformation losses between the Project's CAISO revenue meter and the Delivery Point, (b) if applicable, GMM or any successor method to account for losses or congestion established by the CAISO, (or successor organization) and (c) the applicable Distribution Loss Factor, if applicable.

5. **Contract Quantity.** The quantity of energy that Seller expects to deliver during each Contract Year (the "Contract Quantity") is 225,351 MWh as of the Effective Date. The Contract Quantity shall be equal to the number of megawatt hours (MWh) determined pursuant to the following formula:

$$\text{Contract Quantity} = A \times B \times C \times 8760 \text{ hours,}$$

where

A = Buyer Percentage

B = 34.3% (the designated Project capacity factor)

C = Installed Capacity

6. (a) **Participating Intermittent Resource.** Seller shall cause the Project to become a Participating Intermittent Resource (as defined in the Tariff), including negotiating and executing a CAISO Participating Generator Agreement, Meter Service Agreement for CAISO Metered Entities and a Letter of Intent to become a participant in PIRP (collectively, the "Program Agreements"). Seller and Buyer shall comply with Amendment 42, as defined below in Section 6(b), and all applicable protocols issued by the CAISO relating to participants in PIRP, including the EIRP, for the term of the Delivery Period. "EIRP" means the Eligible Intermittent Resources Protocol, as in effect on the date of execution of this Confirmation and as may be amended from time to time, which is part of the Tariff.

(b) **Amendment 42.** As used herein, "Amendment 42" means Amendment 42 to the CAISO Tariff filed in FERC Docket No. ER02-922-000 (Intermittent Resources; CT 487; Intra zonal Congestion; Real Time Pricing) as in effect on the date hereof and as may be amended from time to time. Notwithstanding the foregoing provisions of this paragraph, and with the intent of causing the practices of the Parties to be consistent with PIRP, if either (a) Amendment 42 is no longer in effect or (b)

Amendment 42 is materially changed, then the Parties shall use commercially reasonable efforts to negotiate a mutually acceptable successor arrangement and modify this Confirmation, as necessary, to arrive at a mutually agreeable amendment that will provide a scheduling or other arrangement for the delivery of energy from the Project to Buyer. Unless and until such mutually agreeable amendment is executed and effective, each of the Parties' obligations hereunder shall continue in full force and effect.

7. Scheduling and Scheduling Coordinator. Each of Seller and Buyer shall be its own Scheduling Coordinator with respect to this Transaction or designate a qualified third party to fulfill such role. From the Initial Energy Delivery Date and throughout the Delivery Term, Seller will designate an SC trade for Scheduled Energy solely to Buyer's SC at the Delivery Point. If the Delivery Point is modified as described in Section 3, then deliveries for inter-SC trades shall be at such revised Delivery Point or, if deliveries for such trades cannot be made at the Delivery Point, then at a point determined in good faith by the parties that best approximates the Delivery Point. Seller's SC shall be responsible for scheduling the forecast of Scheduled Energy to the Delivery Point during the applicable CAISO delivery period in accordance with Amendment 42, the EIRP and this Section 7. Subject to Section 7.1, scheduling under this Section 7 will be undertaken with the intention of correlating the Scheduled Energy for any CAISO delivery period to the Delivered Energy for such CAISO delivery period.

7.1 PIRP to Govern Transactions. All deliveries of Product pursuant to the Agreement shall be effected in accordance with PIRP, to the extent that PIRP is applicable. To the extent that PIRP is otherwise applicable to the Transaction and any provisions of Section 7 or 8 of this Confirmation is inconsistent with PIRP, the applicable provisions of PIRP shall control.

7.2. Annual Forecast of Delivery Schedules. No later than forty-five (45) days before the beginning of each calendar year, Seller shall provide a non-binding forecast of each month's average-day deliveries of Delivered Energy, by hour, for the following calendar year.

7.3. Monthly Forecast of Delivery Schedules. Ten (10) Business Days before the beginning of each month, Seller shall provide a non-binding forecast of each day's expected deliveries of Delivered Energy, by hour, for the following month ("Monthly Delivery Forecast").

7.4 Daily Delivery Schedules. Seller or Seller's SC shall provide a Day Ahead Schedule, as defined below, no later than four (4) hours before the Day Ahead Market scheduling deadline in accordance with CAISO scheduling protocols (or as otherwise required by the CAISO under Amendment 42) for each trading day, including WECC Preschedule trading days. Seller or Seller's SC shall provide Buyer with direct access to the PIRP website, including Day Ahead and hourly forecast data. In the event that Seller or Seller's SC fails to provide the Day Ahead Schedule to Buyer within four (4) hours before the Day Ahead Market scheduling deadline, then Buyer shall be entitled to rely on the PIRP Day Ahead forecast, which shall govern over the Seller's or Seller's SC's Day Ahead Schedule. Each delivery schedule shall clearly identify, for each hour, the CAISO-specified amounts of Product to be scheduled pursuant to this Confirmation. Seller shall promptly provide Buyer with a copy of any and all updates to such schedule indicating a change in Scheduled Energy from the then-current forecast. Notices and schedules shall be established and updated pursuant to this Section 7.4 by e-mail, and shall be sent to:

Day-Ahead Trading Desk
Phone: 415-973-6222
Fax: 415-973-0400
Email: daenergy@pge.com

For purposes of this Section 7, "Day Ahead Schedule" means a non-binding schedule provided by Seller or Seller's SC showing its expected output from the Project to be delivered to Buyer on an hourly basis for each hour of the following day.

7.5 **Hourly Scheduling.** Deliveries of Product under the Agreement shall be made pursuant to Hourly Scheduling. "Hourly Scheduling" means scheduling procedures for day-ahead forecasts and hourly scheduling consistent with Section 3.3 of the Schedules and Bids Protocol of the CAISO Tariff, as modified from time to time (the "CAISO Protocol"). Seller or Seller's SC shall provide Buyer with access to the PIRP Hour Ahead forecast website; provided that any schedule provided directly by Seller or Seller's SC shall govern over any schedule or forecast from PIRP. If the hour-ahead PIRP schedule is not submitted to Buyer or Buyer's SC by Seller or the CAISO, then the Parties shall use the most recent rolling seven-hour hourly PIRP forecast which contains the operational hour to be scheduled or, if the operational hour is not available within a rolling seven-hour forecast, shall use the ISO day ahead PIRP schedule with respect to the relevant hour. Once an hour-ahead schedule is established under this Section 7.5 for an hour, the schedule shall remain fixed for such hour; provided, that Seller shall notify Buyer's SC of schedule changes to the extent required by a Force Majeure, System Emergency or Dispatch Down Periods, as defined under Section 10 hereof, under the Agreement, as soon as possible. Seller shall not be liable for inaccuracies in such estimates, forecasts or schedules, except with respect to Imbalance Energy to the extent set forth in Section 8.5. Hourly schedules shall be established and updated under this Section 7.5 by phone and shall be sent to:

Hour-Ahead Trading Desk
 Phone: 415-973-7900
 Fax: 415-972-5340
 Email: realtime@pge.com

8. **Monthly Payments.**

8.1 **Contract Price.** (a) Subject to Section 8.1(b), the Contract Price for each megawatt hour (MWh) of Scheduled Energy in each Contract Year shall be equal to the Contract Price set forth below:

Contract Year(s)	Contract Price (\$/MWh)
1 through 15	\$56.62/MWh

(b) During the period commencing on the Initial Energy Delivery Date and ending on the Delivery Term Start Date, the Contract Price for each MWh of Scheduled Energy shall be equal to the sum of (i) the average CAISO Ex Post Price for the hour with respect to which such Scheduled Energy is scheduled and (ii) five dollars (\$5.00); provided that the Contract Price shall not exceed the Contract Price, as set forth in subpart (a) above.

8.2 **TOD Periods.** The Time of Delivery Periods ("TOD Periods") specified below shall be referenced by the following designations:

TOD PERIOD

Period	1. Super-Peak	2. Shoulder	3. Night
A. June – September	A1	A2	A3
B. December and January	B1	B2	B3
C. Feb. - May, Oct. and Nov.	C1	C2	C3

Period Definitions. The Periods are defined as follows:

- A. June – September;
- B. December and January; and
- C. February, March, April, May, October and November.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak (5x8)** = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays).
2. **Shoulder** = HE 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and HE 7 – 22 PPT Saturday, Sunday and all NERC holidays.
3. **Night (7x8)** = HE 1 - 6, 23 and 24 PPT all days (*including* NERC Holidays).

As used herein, “NERC Holidays” include: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the last Thursday in November. New Year’s Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year; provided however, in the event any of these holidays occur on a Sunday, the “NERC Holiday” is celebrated on the Monday immediately following that Sunday; provided further if any of these holidays occur on a Saturday, the “NERC Holiday” remains on that Saturday.

8.3 **TOD Factors.** In accordance with all other terms of this Section 8, the Contract Price for Scheduled Energy shall be adjusted by the following Time of Delivery Factors (“TOD Factors”) for each of the specified TOD Periods:

TOD PERIOD

Period	1. Super-Peak	2. Shoulder	3. Night
A. June – September	1.25	1.06	0.85
B. December & January	1.20	1.07	0.85
C. Feb. - May, Oct. & Nov.	1.11	1.00	0.82

For each month, Buyer shall pay Seller for Scheduled Energy in each of the TOD Periods (collectively, the “Monthly Payment”) the amount resulting from multiplying the Contract Price times the TOD Factor for such TOD Period times Scheduled Energy for such TOD Period:

$$\begin{aligned}
 \text{Monthly Payment} = & \text{Contract Price} \times \text{TOD Factor (Super Peak)} \times \text{Scheduled Energy (Super Peak)} \\
 & + \\
 & \text{Contract Price} \times \text{TOD Factor (Shoulder)} \times \text{Scheduled Energy (Shoulder)} \\
 & + \\
 & \text{Contract Price} \times \text{TOD Factor (Night)} \times \text{Scheduled Energy (Night)}
 \end{aligned}$$

8.4 **Excess Scheduled Energy.** If at any time in a Contract Year the aggregate Scheduled Energy for such Contract Year exceeds 120 percent of the Contract Quantity, the payment for the incremental Scheduled Energy shall be as follows:

$$\begin{aligned} &\text{Excess Scheduled Energy Payment} = \\ &0.75 \times [\text{Contract Price} \times \text{TOD Factor (Super Peak)} \times \text{Scheduled Energy (Super Peak)} \\ &\quad + \\ &\text{Contract Price} \times \text{TOD Factor (Shoulder)} \times \text{Scheduled Energy (Shoulder)} \\ &\quad + \\ &\text{Contract Price} \times \text{TOD Factor (Night)} \times \text{Scheduled Energy (Night)} \end{aligned}$$

8.5 **Settlement; Imbalance Energy.** Buyer shall pay Seller the Monthly Payment for all Scheduled Energy; provided that between the Initial Energy Delivery Date and the Delivery Term Start Date, Buyer or Seller, as applicable, shall pay the Monthly Payment for all Scheduled Energy in accordance with Section 6.1 of the Agreement. Buyer and Seller recognize that from time to time the amount of Delivered Energy will deviate from the amount of Scheduled Energy. "Imbalance Energy" means the amount of energy, in any given hour, by which the amount of Delivered Energy deviates from the amount of Scheduled Energy. Seller shall be responsible for settlement of Imbalance Energy with the CAISO. Buyer shall receive all Environmental Attributes for all Delivered Energy; regardless of whether any or all of it was sold into the CAISO; provided, however, that notwithstanding anything to the contrary in the Agreement, Seller shall not represent or certify that the Imbalance Energy qualifies under the requirements of the RPS.

8.6 **CAISO Charges.** Seller shall assume all liability and pay for all congestion charges incurred with respect to delivery of the energy to the Delivery Point and Buyer shall assume all liability and pay for all congestion charges incurred at and after the Delivery Point. Seller shall also assume all liability and reimburse Buyer for any Penalties, as defined below, incurred by Buyer as a result of Seller's failure to abide by the Tariff and all applicable protocols. Buyer shall also assume all liability and reimburse Seller for any Penalties, as defined below, incurred by Seller as a result of Buyer's failure to abide by the Tariff and all applicable protocols. Seller and Buyer shall cooperate to minimize imbalances and Penalties to the extent possible. As used herein, "Penalties" means any fees, liabilities, assessments, or similar charges assessed by the CAISO.

9. **Performance Requirement/Excuses for Failure to Perform.**

9.1 **Energy Production Guarantee.**

(a) Throughout the Delivery Term, Seller shall be required to satisfy the Performance Requirement. The "Performance Requirement" is Seller's obligation, subject to Sections 9.1(b) and 9.1(c), to deliver to Buyer no less than 55% of the Contract Quantity ("Guaranteed Annual Energy Production"), in at least one of the years in each Performance Measurement Period unless such failure is excused by the reasons set forth in Section 9.2(a) of this Confirmation. The initial "Performance Measurement Period" shall commence on the first day of the first Contract Year and end on the day prior

to the second anniversary thereof, and each subsequent "Performance Measurement Period" shall commence on the first day following the last day in the prior Performance Measurement Period and end on the day prior to the second anniversary thereof.

(b) (i) Subject to Section 9.1(b)(ii), if the Seller delivers less than the Guaranteed Annual Energy Production in both years of any Performance Measurement Period, Buyer shall promptly notify Seller of such failure. Seller may cure such failure for purposes of this Section 9.1 by paying a Cure Delivery (as defined below) within thirty (30) days following delivery of Buyer's notice. If Seller does not pay a Cure Delivery within such thirty (30) day period, Buyer may at its option within ten (10) Business Days thereafter, and subject to Section 9.1(c), declare an Event of Default.

(ii) If, during any hour or day during any Contract Year in a Performance Measurement Period, Seller's obligation to meet the Performance Requirement is fully or partially excused by the occurrence of an event described in Section 9.2(a), then for purposes of determining whether Seller has met the Performance Requirement as described in Section 9.1(b)(i), the Guaranteed Annual Energy Production shall be reduced by the Assumed Output for each corresponding day or hour upon which Seller's obligation was so excused. In addition, if, during any Performance Measurement Period, Seller's ability to deliver energy under the terms of the Transaction is fully or partially impaired by a Force Majeure event for more than 180 days, for purposes of determining whether Seller has met the Performance Requirement as described in Section 9.1(b)(i), Seller will be deemed to have met the Performance Requirement if Delivered Energy exceeds the aggregate Guaranteed Annual Energy Production for the entire Performance Measurement Period, as adjusted pursuant to the first section of this Section 9.1(b)(ii).

(iii) For purposes of this Section 9.1(b), "Assumed Output" for any hour shall mean: (A) with respect to any hour occurring in November, December, January, or February, 12 MWh, (B) with respect to any hour occurring in March, April, or October, 23 MWh, (C) with respect to any hour occurring in May or September, 34 MWh, and (D) with respect to any hour occurring in June, July, or August, 44 MWh; provided, that such numbers have been computed assuming an Installed Capacity of 150 MW, and shall be reduced ratably if the Installed Capacity is less than 150 MW.

(c) (i) Notwithstanding anything to the contrary in this Section, in the event that at any time during the Delivery Term Seller fails to meet the Performance Requirement and (1) prior Cure Deliveries, in aggregate, equal or exceed the Performance Assurance Amount set forth on the Cover Sheet of the Agreement or (2) payment of the full amount of the Cure Delivery pursuant to Section 9.1(d)(i) hereunder exceeds the Performance Assurance Amount set forth on the Cover Sheet of the Agreement, Seller shall, within thirty (30) days following delivery of Buyer's notice as provided in subpart (b) above, advise Buyer whether it intends to pay the Cure Delivery (or, in the case of subpart (2) above, the incremental Cure Delivery above the Performance Assurance Amount set forth on the Cover Sheet of the Agreement). If Seller notifies Buyer that Seller does not intend to pay the Cure Delivery, Buyer shall have the right, but not the obligation, to terminate this Transaction and the Agreement within thirty (30) days of Seller's delivery of such notice ("Performance Termination Option").

(ii) If Buyer elects not to terminate the Transaction and the Agreement within such period, Buyer shall waive such termination right unless and until Seller fails to meet the Performance Requirement with respect a subsequent Performance Measurement Period and notifies the Buyer that it does not intend to pay the associated Cure Delivery as provided in clause (i) above.

(iii) Upon Buyer's exercise of the Performance Termination Option, this Transaction shall immediately terminate and neither Party shall have any further obligation to the other hereunder.

(d) For purposes of this Section 9.1, a “Cure Delivery” means, with respect to a Performance Measurement Period, liquidated damages in an amount equal to the product of (A) the difference between (1) the Guaranteed Annual Energy Production and (2) the lesser of the aggregate Scheduled Energy for either of the two Contract Years included in the Performance Measurement Period, and (B) the lesser of \$50/MWh or the REC Market Price for the first Contract Year in the subsequent Performance Measurement Period.

(e) For purposes of this Section 9.1:

(i) “RPS” means the Renewables Portfolio Standard Program, codified at California Public Utilities Code Section 399.11, et seq., as may be amended from time to time

(ii) “Renewable Energy Credit” means a tradeable credit that is recognized by the CPUC for purposes of Buyer’s compliance under the RPS.

(iii) “REC Market Price” means, with respect to a Contract Year, the forward price, as of the date of determination, of a Renewable Energy Credit to be delivered during such Contract Year. The REC Market Price shall be the simple average of market quotations provided by at least three or more bona fide dealers in the California Renewable Energy Credit market, which dealer is not affiliated with either Party or any other Broker from whom a quote is obtained, as identified by Seller. If five or more quotes are obtained, the high and low quotations shall be excluded and a simple average of the other three quotations shall constitute the REC Market Price. If not more than three quotations are available, then the average of the three quotes shall be the REC Market Price. Where a quote is in the form of bid and ask prices, the price that is used in the averaging shall be the midpoint between the bid and ask price.

9.2 Excuses for Performance.

(a) Seller Excuses. Seller shall be excused from the Performance Requirement set forth in Section 9.1, under the terms set forth in Section 9.1(b)(ii), to the extent that Seller’s failure to meet the Performance Requirement is attributable to any of the following:

(i) Force Majeure;

(ii) Buyer’s failure to perform; or

(iii) a reduction in Delivered Energy as ordered during a Dispatch Down Period, as defined below (including CAISO, Buyer or Seller’s system emergencies).

(b) Buyer Excuses. The performance of Buyer to receive or pay for the Product may be excused only (i) during periods of Force Majeure, (ii) by Seller’s failure to perform or (iii) during Dispatch Down Periods.

10. Dispatch Down/Curtailment. Seller shall reduce deliveries during any “Dispatch Down Period” which is defined as (a) curtailments ordered directly or indirectly from the CAISO or (b) scheduled or unscheduled maintenance on Buyer’s transmission facilities that prevents Buyer from receiving Scheduled Energy at the Delivery Point.

11. Resource Adequacy. Seller hereby grants, transfers, and assigns to Buyer the Buyer Percentage of the Net Rated Output Capacity (the “Contract Capacity”) as designated by Buyer as necessary for Buyer to meet the final resource adequacy requirements subsequently promulgated by the CPUC or the CAISO (“Resource Adequacy Requirements”) applicable to Buyer, to the extent described in this

Section. After the Resource Adequacy Requirements have been finalized, Seller shall take commercially reasonable actions, including amending this Confirmation, to enable Buyer to use the Contract Capacity to meet its Resource Adequacy Requirements; provided, that Seller shall not be required to incur third-party costs or expenses in connection with such actions unless Buyer shall have agreed to reimburse Seller for such costs or expenses. Seller warrants and represents that it has not, and covenants and agrees that during the Term it shall not, use, grant, pledge, assign or otherwise commit any portion of the Contract Capacity to satisfy the Resource Adequacy Requirement of any person or entity other than Buyer. Notwithstanding the foregoing, Seller disclaims any representation or warranty, express or implied, regarding the recognition, existence, value, characterization, accounting or other treatment to be afforded by any governmental or self-regulatory authority or market participant of Contract Capacity or any other capacity attributes associated with the Project, including whether the Contract Capacity will or can meet Resource Adequacy Requirements.

IN WITNESS WHEREOF, each of the Parties has caused this Confirmation to be duly executed by its authorized representative as of the date first written above.

Seller:

Shiloh I Wind Project LLC

*WPS
1/3/08*

By: 

Name: **Peter C. van Alderwerelt**
Title: **Senior Vice President**

Buyer:

Pacific Gas and Electric Company

By: _____

Name: **Gordon R. Smith**
Title: **President and CEO**

IN WITNESS WHEREOF, each of the Parties has caused this Confirmation to be duly executed by its authorized representative as of the date first written above.



Seller:

Shiloh I Wind Project LLC

By: _____
Name:
Title:

Buyer:

Pacific Gas and Electric Company

By: 
Name: Gordon R. Smith
Title: President and CEO 

Appendix A

Project. Delivered Energy will be supplied from the following generation Project only:

Project Name: Shiloh I Wind Project

Site Name: Shiloh I

Project Physical Address: To be determined

Technology Type: GE 1.5 MW Wind Turbine Generators (WTGs)

Specific Project Description: Shiloh I Wind Project (the "Project") is a new wind energy facility in southeastern Solano County, California. The Project will be located predominately within the Collinsville-Montezuma Hills Wind Resource Area, west of the existing enXco V and High Winds projects, and constructed under a Conditional Use Permit approved by the Board of Commissioners of Solano County, California on April 12, 2005. As of the Effective Date, the Project is expected to include one hundred (100) wind turbines and related equipment and facilities that will provide electricity through the existing Peabody-Contra Costa 230 kV Circuit located within PG&E's system grid.

Project Total Net Rated Output Capacity: 150MW(as of the Effective Date)

CAISO resource ID: To be determined.

Interconnection. The Interconnection Point is described as follows:

Temporary Interconnection Point: Russell Substation

Temporary Interconnection Point Address: Solano County, CA

Permanent Interconnection Point: Birds Landing Substation

Permanent Interconnection Address: Solano County, CA

Appendix B

DELIVERY TERM START DATE CONFIRMATION LETTER

In accordance with the terms of that certain confirmation letter dated June 15, 2005 ("Confirmation") by and between Pacific Gas and Electric Company ("Buyer") and Shiloh I Wind Project LLC ("Seller"), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Delivery Term Start Date have been satisfied, and (ii) Seller has scheduled and Buyer has received the Product, as specified in the Confirmation, as of this ____ day of _____, _____. This letter shall confirm the Delivery Term Start Date, as defined in the Confirmation, as the date referenced in the preceding sentence.

Seller shall send this document by facsimile to [INSERT PG&E CONTACT INFORMATION]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____