

SHILOH I WIND PROJECT LLC
1125 NW Couch, Suite 700
Portland, Oregon 97204

October 11, 2005

Pacific Gas and Electric Company
245 Market Street
San Francisco, California 94105

Re: Master Power Purchase and Sale Agreement, by and between Shiloh I Wind Project LLC and Pacific Gas and Electric Company, dated as of June 15, 2005

Ladies and Gentlemen:

Reference is made to the above-captioned agreement (the "Agreement"). The purpose of this letter (this "Letter Amendment") is to amend certain terms of the Agreement as set forth herein. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Accordingly, the Agreement shall be amended as follows:

1. The definition of "Guaranteed Commercial Operation Date" in Article One of the Agreement is amended to read in its entirety as follows:

"Guaranteed Commercial Operation Date" means December 31, 2005, unless Seller exercises its Extension Option as provided in Section 5.4(b), in which case the Guaranteed Commercial Operation Date shall be July 31, 2006.

2. The first sentence of Section 3.8(d)(iii) of the Agreement is amended to replace the reference to "September 1, 2005" therein with "October 17, 2005".

3. The first sentence of Section 5.4(b) of the Agreement is amended to read in its entirety as follows:

"Seller may, at its option prior to October 17, 2005, notify Buyer that it will not construct the Project in 2005."

4. Notwithstanding anything to the contrary in Sections 8.4(a)(i) and (ii) of the Agreement, Seller shall cause Project Development Security in the form of Cash or a Letter of Credit to be posted as set forth in Section 8.4(a)(ii) of the Cover Sheet on or before October 26, 2005. Seller shall maintain such Project Development Security in full force and effect from the date of such posting until the Commercial Operation Date. Seller and Buyer further agree that failure of Seller to post such Project Development Security on or before October 26, 2005 shall be an Event of Default under Section 5.1(e) of the Agreement.

All other provisions of the Agreement not expressly amended herein shall remain in full force and effect.

This Letter Amendment is made under and shall be governed in all respects by the laws of the State of California.

This Letter Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document. At the request of a party, the other party will confirm facsimile or PDF signatures by signing an original document.

Very truly yours,

SHILOH I WIND PROJECT LLC

UBL
BCS By: Jean Wilson
Name:
Title: **Jean Wilson**
Vice President Business Development

Accepted and agreed as of the 14 day of October, 2005

PACIFIC GAS AND ELECTRIC COMPANY

By: Fong Wan
Name: FONG WAN
Title: VP- Power Contracts & electric Resource Development