

**FIRST AMENDMENT OF THE POWER PURCHASE AGREEMENT**

This FIRST AMENDMENT OF THE AMENDED AND RESTATED POWER PURCHASE AGREEMENT (this "First Amendment") is made as of the latest signature date found on the signature page of this amendment (the "First Amendment Effective Date") by and between Pacific Gas and Electric Company ("Buyer") and FPL Energy Montezuma Wind, LLC ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Amended and Restated Power Purchase Agreement between the Parties effective as of June 3, 2010 (the "Agreement").

**RECITALS**

WHEREAS, the Parties have heretofore entered into the Agreement;

WHEREAS, the Parties wish to amend the Agreement in order to (a) allow the Delivery Term to begin prior to Project's certification as a Participating Intermittent Resource, and (b) reduce the Contract Price for Delivered Energy during the period pending the Project's receipt of the required Participating Intermittent Resource certification; and

WHEREAS, capitalized terms used in this First Amendment are as defined in the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

The Agreement is hereby amended, and shall be effective on the First Amendment Effective Date as follows:

A. Article One, General Definitions, shall be amended by adding the following new definition:

"Pre-EIRP Period" means the period between the first day of the Delivery Term and the later to occur of (a) the date on which Buyer receives written notice from the CAISO that the Project is certified as a Participating Intermittent Resource, or (b) the Project is capable of being scheduled by Buyer as the Scheduling Coordinator, through EIRP.

B. Section 3.1(c), Delivery Term, shall be amended by adding the word "and" prior to the clause "... (D) all of the applicable Conditions Precedent in Section 2.4(a) of the Agreement have been satisfied or waived in writing...", and by deleting the following clause therefrom:

"and; (E) Buyer shall have received written notice from the CAISO that the Project is certified as a Participating Intermittent Resource"

C. Section 3.4(b), EIRP Requirements, shall be deleted in its entirety and replaced with the following:

"(b) EIRP Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Project as a Participating Intermittent Resource within ninety

(90) days following the Initial Energy Delivery Date. As of the first date of the Test Period and until the Project receives certification as a Participating Intermittent Resource, Seller, at its sole cost, shall comply with EIRP and all other applicable protocols issued by the CAISO for Eligible Intermittent Resources. Following the Project's certification as a Participating Intermittent Resource and throughout the Delivery Term Seller shall participate in and comply with EIRP as directed by Buyer or Third-Party SC and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (or if EIRP is no longer available, then all protocols or regulations by the CAISO for generating facilities producing energy on an intermittent basis) during all hours of the Delivery Term, and Buyer, as Scheduling Coordinator, shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to assist Seller's participation in and compliance with EIRP and such additional protocols, to the extent such actions are at *de minimis* cost to Buyer during the Test Period and Delivery Term. Ongoing costs for scheduling the Project's Output through EIRP Test Period and during the Delivery Term shall be for the account of Buyer."

D. Section 4.1, Contract Price, shall be deleted in its entirety and replaced with the following:

"4.1 Contract Price. The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year shall be as set forth in the box below; provided that in Contract Year 1, Seller shall only be paid the price corresponding to the Pre-EIRP Period, set forth below, during the Pre-EIRP Period:"

<b>Contract Year</b>	<b>Contract Price (\$/MWh)</b>
Pre-EIRP Period	\$ 90.90
Contract Year 1 through and including Contract Year 25	\$101.00

E. Miscellaneous.

1. Effect of Amendment. The Agreement remains in effect in accordance with its terms. If there is any conflict between the Agreement and this First Amendment, this First Amendment shall control.

2. Entire Agreement. This First Amendment along with the Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

3. Governing Law. This First Amendment shall be governed by Section 10.14, (Governing Law) of the Agreement. The Parties agree to comply with Article Twelve (Dispute Resolution) of the Agreement with respect to any dispute relating to this First Amendment.

4. Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this First Amendment, and none of the

provisions hereof shall be construed against one Party on the ground that such Party is the author of this First Amendment or any part hereof.


5. Counterparts. This First Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A signature provided via facsimile or in a .pdf document sent via e-mail shall have the same effect as an original.


6. Any Amendments or Modifications. This First Amendment may only be amended or modified in writing signed by both of the Parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Agreement to be duly executed by its authorized representatives, as of the date written below.

**FPL ENERGY MONTEZUMA WIND,  
LLC**, a Delaware limited liability company

**PACIFIC GAS AND ELECTRIC COMPANY**  
a California corporation

Signature:   
Name: Michael O'Sullivan  
Title: Senior Vice President, Development  
Date: Nov 15, 2010

Signature:   
Name: Gary Jeung  
Title: Senior Director, Renewable Energy  
Date: Nov 9, 2010