

**AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT
LOG NUMBER 01W004**

This AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY (this “**Repower Amendment**”) is made as of the latest signature date found on the signature page of this amendment by and between Pacific Gas and Electric Company (“**PG&E**” or “**Buyer**”) and Green Ridge Power, LLC (“**Seller**” and collectively with Buyer, the “**Parties**”).

RECITALS

WHEREAS, Buyer and Seller are Parties to that certain Standard Offer # 4 Power Purchase Agreement for Long-Term Energy and Capacity, as amended, effective as of March 5, 1984 (the “**PPA**”), pursuant to which Buyer purchases and receives electric power from Seller, and Seller sells and delivers electric power to Buyer generated at the Seller’s Green Ridge Wind Power Energy Center (the “**Green Ridge Project**”); and

WHEREAS, on December 19, 2006, the Parties entered into a November 2006 Consolidation Agreement; and

WHEREAS, on December 19, 2006, the Parties entered into an amendment to the PPA styled the November 2006 Amendment to the Power Purchase Agreement (the “**2006 Amendment**”) which, among other things, increased the Facility size, as set forth in Section 3(b) of the PPA, from 113,100 kW to 222,300kW; and

WHEREAS, the Parties now desire to amend further the PPA in order to facilitate the repower (the “**Repower**”) of the Green Ridge Project, as such Repower is contemplated in the Power Purchase Agreement between PG&E and Vasco Winds, LLC entered into as of December 17, 2010 (the “**Vasco Winds PPA**”);

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

AGREEMENT

I. Amendments. Upon the Effective Date, the PPA shall be amended as follows:

A. Article 6 of the 2006 Amendment, Change in Facility Description (and correspondingly Article 3(b) of the PPA, Purchase of Power) shall be amended by adding the following at the end of the Article:

Upon the Construction Start Date under the Vasco Winds PPA (as such term is therein defined)

(1) In the event that no Triggering Event Notice (as such term is defined in the Vasco Winds PPA) is provided to PG&E, the Facility size shall be decreased from 222,300 kW to 144,100 kW (a 78.2 MW decrease); or

(2) In the event that PG&E receives a Triggering Event Notice pursuant to the Vasco Winds PPA, the Facility size shall be decreased by an amount equal to the Contract Quantity of the Vasco Winds PPA as adjusted by such Triggering Event Notice; *provided, however*, that the Facility size may not be reduced to less than 144,100 kW.

B. Article 9 of the 2006 Amendment, Seller's Representation and Warranty Regarding Output, shall be amended by replacing the following text, "600 GWH" on line one of that Article with "275 GWH".

II. Effective Date, CPUC Approval.

A. Buyer shall file this Repower Amendment with the CPUC at the same time Buyer files the Vasco Winds PPA for CPUC Approval (as such term is defined in the Vasco Winds PPA).

B. The Effective Date of this Repower Amendment shall be the later of (1) the date that a CPUC decision approving this Repower Amendment in its entirety becomes final and non-appealable, and (2) the date of CPUC Approval of the Vasco Winds PPA (as such term is defined in the Vasco Winds PPA).

C. Unless otherwise agreed to in writing by the Parties, this Repower Amendment shall terminate if the CPUC has not issued an order or decision approving it within 240 days of the date that it is filed with the CPUC.

III. Effect of No CPUC Approval.

A. The Parties recognize that existing environmental restrictions on the operation of the Windplants (as such term is defined in the PPA) may limit Seller's ability to deliver more than 411 GWH during the two-year period of calendar years 2014 and 2015. In the event the CPUC fails to approve this Repower Amendment or the Vasco Winds PPA, the Parties agree to re-examine Seller's output requirement set forth in Article 9 of the 2006 Amendment.

IV. Miscellaneous.

A. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the PPA.

B. Effect of Amendment. The PPA and the 2006 Amendment remain in effect in accordance with their terms. If there is any conflict between the PPA, the 2006 Amendment and the Repower Amendment, this Repower Amendment shall control.

C. Entire Agreement. This Repower Amendment and the PPA, as amended,

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.

D. Governing Law. This Repower Amendment and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Repower Amendment.

E. 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 Repower Amendment. Any term and provision of this Repower Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Repower Amendment, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Repower Amendment or any part hereof.

F. Counterparts. This Repower 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.

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

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

**GREEN RIDGE POWER, LLC, a
Delaware limited liability company**

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

Signature: Matthew Schaefer
Name: Matthew Schaefer
Title: VP
Date: 3/22/11

Signature: _____
Name: _____
Title: _____
Date: _____

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

Signature: Matthew Schaefer
Name: Matthew Schaefer
Title: VP
Date: 3/22/11

Signature: David Gray
Name: Berrett Jelenc
Title: Senior Director
Date: March 29, 2011