

June 27, 2008

Ms. Terri Winfrey
BP Treasury, Cash & Banking Services
4101 Winfield Road
Cantera 3
Warrenville, IL 60555

Re: Golden Hills Wind Farm (GHWF)

Dear Ms. Winfrey:

BP Corporation North America Inc. (the "Parent"), has advised us that its subsidiary, BP Alternative Energy North America Inc. (the "Proposer"), has submitted a permit application to the Oregon Department of Energy to build the Golden Hills Wind Farm.

We are advised that the State of Oregon together with its agencies, branches and instrumentalities at any level, collectively, the "State" may elect to require, as security for the performance by Proposer under the permit application, a letter of credit for \$16,000,000 prior to the start of construction to satisfy OAR 345-027-0020(8).

The Parent is a client of JPMorgan Chase Bank, N.A. (the "Bank"), and we currently extend an uncommitted line of credit to it under which we would presently be willing to issue a standby letter of credit for \$16,000,000 as security for the performance by Proposer under its permit application with the State provided that the terms and conditions of such letter of credit are acceptable to the Bank (the "Letter of Credit"). Such Letter of Credit would be for a period of up to one year, with automatic renewals for one year unless we advise the State in advance of our election not to renew such Letter of Credit, and would be for the account of the Parent. This is not a commitment to issue any letter of credit at some future date. The issuance of the Letter of Credit in favor of the State is contingent, among other things, on the continuation and maintenance by Parent of a satisfactory credit relationship with the Bank, documentation for the letter of credit satisfactory to the Bank, as well as the continued availability of the uncommitted line of credit mentioned above.

We trust that the above information is sufficient for your purposes. The information in this letter is provided as an accommodation to the State. This letter and any information provided in connection herewith is furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to the Bank or any of its affiliates or its or their respective officers, employees or agents, that this letter makes no representations regarding the general condition of either the Parent or the Proposer, its management, or its future ability to meet its obligations, and that any information provided is subject to change without notice.

Very truly yours,



James W. Peterson
Vice President