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SECOND AMENDMENT
TO THE
POWER PURCHASE AGREEMENT
FOR THE
FIRM CAPACITY AND ENERGY
POWER PURCHASE AGREEMENT
BETWEEN
COLLINS PINE COMPANY
AND
PACIFIC GAS AND ELECTRIC COMPANY

THIS SECOND AMENDMENT is by and between Collins Pine Company ("Seller"), an Oregon company, and Pacific Gas and Electric Company ("PG&E"), a California corporation.

WHEREAS, Seller, on July 9, 1984, and PG&E, on July 12, 1984, executed a Firm Capacity and Energy Power Purchase Agreement (the "Agreement") for a 12 MW biomass fueled cogeneration facility located at Collins Pine Company, in Chester City, Plumas County, California (the "Facility"), which Agreement was amended by the parties on March 24, 1986 (the "First Amendment"); and

WHEREAS, the Agreement states that Seller's Facility is located in CP National's electrical service area; and

1 WHEREAS, PG&E recently acquired CP National's transmission
2 facilities in Plumas and Sierra Counties; and

3
4 WHEREAS, Seller's Facility is now located in the electric
5 service area of PG&E; and

6
7 WHEREAS, Seller and PG&E therefore wish to remove all language
8 from the Agreement which refers to CP National and also to update
9 other sections of the Agreement; and

10
11 WHEREAS, all other terms and conditions of the Agreement will
12 not be changed.

13
14 NOW THEREFORE, in consideration of the mutual agreements
15 contained herein, Seller and PG&E hereby agree to amend the
16 Agreement as follows:

17
18 1. Amend line 11, Page 3 of the Agreement to read as
19 follows:
20 "Electric Company ("PGandE" or "PG&E") referred to
21 collectively as".

22
23 2. ARTICLE 2 PURCHASE OF POWER
24 Amend Article 2 (b), Page 4, Line 14, by placing a period
25 (".") after the word "California" and deleting the
26 phrase: "in the service area of CP National."

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3. ARTICLE 4 NOTICES

Amend Article 4, Page 6, Line 19 by replacing:
"ATTENTION: Vice President - Electric Operations"
with
"ATTENTION: Vice President - Power Generation".

4. APPENDIX A DEFINITIONS

4.1 Amend the definition of "interconnection facilities"
at Page A-4, Line 17 by deleting the term "CP
National" and replacing it with "PG&E".

4.2 Amend the definition of Interconnection Facilities
at Page A-4, Lines 27-28 placing a period (".")
after the phrase "PGandE system" and deleting the
phrase:
"through the CP National system."

5. APPENDIX A-2.2 DESIGN, CONSTRUCTION, OWNERSHIP AND
MAINTENANCE

Amend Appendix A-2.2, Page A-7, Line 25 by deleting the
term "CP National" and replacing it with "PG&E".

6. APPENDIX A-4.3 POINT OF DELIVERY

Amend Appendix A-4.3, Page A-13, by deleting the first
sentence from Lines 20-25 and replacing it with:
"Seller shall deliver the energy at the point where
Seller's electrical conductors (or those of Seller's

agent) contact PG&E's system as it shall exist whenever the deliveries are being made or at such other point or points as the Parties may agree in writing."

7. APPENDIX A-11 LIABILITY; DEDICATION

Amend Appendix A-11 (b), Page A-23, by inserting a comma (",") after the phrase "other Party's facilities" at end of Line 19 and deleting the phrase "or the facilit of CP National," from Line 20.

8. APPENDIX C-5 PAYMENT OPTIONS

Amend Table A in Appendix C-5, Page C-11 by delet. Lines 12-28 and replacing them with:

"The Facility is remote and the capacity loss adjustment factor is .918¹.

1. Determined individually."

9. APPENDIX E-3 INTERCONNECTION FACILITIES FOR WHICH SELLER IS RESPONSIBLE

Amend Appendix E-3, Page E-4, by deleting Lines 4-14 and by inserting the following:

"The following Interconnection Facilities have been installed by PG&E for Seller pursuant to a Special Facilities Agreement. Seller's responsibility for these Facilities is in accordance with the terms and conditions of that Special Facilities Agreement.

o Transfer trip transmitter and receiver

o Revenue metering equipment

All other Interconnection Facilities as required under PG&E's Electric Rule 21 are the direct responsibility of the Seller."

10. Except as expressly amended herein, all other terms and conditions of the Agreement, as amended by the First Amendment, remain unchanged.

11. This Second Amendment shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Seller and PG&E have hereto have caused this Second Amendment to be executed by their duly authorized representatives and it is effective as of the last date set forth below.

COLLINS PINE COMPANY

PACIFIC GAS AND ELECTRIC COMPANY

By *L. W. Potts, Jr.*

By *Roy M. Kuga*

L. W. Potts, Jr.
Name

Roy M. Kuga
Name

Vice President/General Manager
Title

Manager, QF Contracts
Title

June 15, 1990
Date signed

July 20, 1990
Date signed

Handwritten signature and date: 7/100/90