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**EXPIRATION DATE AMENDMENT
TO STANDARD OFFER #4 POWER PURCHASE AGREEMENT
LOG NUMBER 01W035**

This EXPIRATION DATE AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT FOR LONG-TERM ENERGY AND CAPACITY, LOG NUMBER 01W035 (“**Expiration Date Amendment**”) is made as of the later signature date below (the “**Effective Date**”), by and among Pacific Gas and Electric Company (“**PG&E**” or “**Buyer**”) and Green Ridge Power, LLC (“**GRP**” or “**Seller**”), who are sometimes referred to in this Expiration Date Amendment individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. PG&E and Seller’s predecessor in interest entered into that certain Standard Offer #4 Long Term Energy and Capacity Power Purchase Agreement (“**PPA**”) dated March 5, 1984 designated by PG&E Log Number 01W035 (the “**Agreement**”);
- B. The Agreement is one of several PPAs entered into by the Parties with respect to electricity generated by wind turbine facilities (“**Windplants**”) located in the Altamont Pass Wind Resource Area in Alameda and Contra Costa Counties, California (“**Altamont Pass PPAs**”). Certain Altamont Pass PPAs designated by PG&E Log Numbers 01W018, 16W011, and 01W146D are referred to as the “**Identified Altamont Pass PPAs**.”
- C. The Agreement expires on March 31, 2015 and the Identified Altamont PPAs expire no earlier than December 31, 2016;
- D. The Parties desire for the Agreement and the Identified Altamont Pass PPAs to expire on December 31, 2015;
- E. The Parties intend to preserve the status of the Agreement as an “**Existing QF Contract**” as defined by the California Independent System Operator (“**CAISO**”) Tariff;
- F. In an email dated December 19, 2014, a copy of which is provided in Attachment A hereto, the Assistant General Counsel of the CAISO stated that “the ISO does not oppose continued treatment of the extended PPA as a grandfathered QF;” and
- G. The Parties intend that the Windplants generating deliveries under the Agreement (“**Facility**”) shall qualify as an eligible renewable energy resource for purposes of meeting California’s Renewables Portfolio Standard pursuant to Public Utilities Code Sections 399.11, et seq. and Public Resources Code Section 25741 (“**Eligible Renewable Energy Resource**”) during the entire term of the Agreement.

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

AGREEMENT

1. **Agreement Term.** The Agreement Term set forth in Article 12 of the PPA shall be extended from its current expiration date to December 31, 2015. Therefore, Article 12 of the PPA shall be deleted and replaced by the following text:

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“This Agreement shall be binding upon execution and shall terminate on December 31, 2015. The period between March 31, 2015 and December 31, 2015 shall be referred to as the “**Extension Period**”.”

2. New Terms and Conditions of Purchase. During the Extension Period, PG&E’s purchase of power pursuant to the Agreement shall be subject to the following terms and conditions:

a. Energy Price. “Article 4 Energy Price” of the Agreement shall be deleted and replaced by the following text:

“PG&E shall pay Seller PG&E’s published Short Run Avoided Cost Energy Prices for Qualifying Facilities (“**SRAC**”) for its net energy output.”

b. Capacity Price. The following changes shall be made to “Article 5 Capacity Election and Capacity Price” in the Agreement:

Delete the following:

“~~X~~ As-delivered capacity with payment determined in accordance with As-Delivered Capacity Payment Option 2 set forth in Appendix D.”

Replace with the following:

“~~X~~ As-delivered capacity with payment of \$0/kW-yr.”

c. Eligible Renewable Energy Resource. Seller shall obtain California Energy Commission (“**CEC**”) certification, effective during the Extension Period, that the Facility is an Eligible Renewable Energy Resource. For the convenience of the Seller and for no other purpose, information that may be useful for obtaining certification is provided in the “Guide to Form CEC-RPS-1” appended hereto (“**Appendix I**”). Nothing in Appendix I shall modify the Parties’ obligations under the Agreement.

d. Renewable Energy Value. PG&E shall continue to have exclusive rights to all green attributes, renewable energy attributes or credits, and any other eligible renewable energy resource products recognized under California’s Renewable Portfolio Standard related to deliveries under the Agreement. .

e. CAISO Tariff. Upon any determination by CAISO, Federal Energy Regulatory Commission (“**FERC**”), California Public Utilities Commission (“**CPUC**”) or other jurisdictional authority that this Expiration Date Amendment subjects the Windplants under this Agreement to the CAISO Tariff, the Agreement shall terminate immediately.

3. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement or the CAISO Tariff, as relevant.

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

5. Governing Law. This Expiration Date 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

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time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Expiration Date Amendment.

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

7. Successors and Assigns. This Expiration Date Amendment is binding on each Party's successors and assigns.

8. Amendments or Modifications. This Expiration Date Amendment may only be amended or modified in writing signed by both of the Parties.


9. Entire Agreement. This Expiration Date Amendment and the Agreement as amended from time to time, constitute 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.

10. Counterparts. This Expiration Date 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.

IN WITNESS WHEREOF, the Parties have caused this Expiration Date Amendment to the Agreement to be duly executed by its authorized representatives, as of the Effective Date.

GREEN RIDGE POWER, LLC, a Delaware limited liability company

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature: 
Name: Andrew Kushner
Title: Vice President
Date: 2/20/15

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

time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Expiration Date Amendment.

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

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IN WITNESS WHEREOF, the Parties have caused this Expiration Date Amendment to the Agreement to be duly executed by its authorized representatives, as of the Effective Date.

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

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

Signature: _____

Signature: Marino Monardi

Name: _____

Name: Marino Monardi

Title: _____

Title: Director

Date: _____

Date: 20 Feb 2015

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ATTACHMENT A

From: [REDACTED]
Sent: Friday, December 19, 2014 8:32 PM
To: Lee, Evelyn C (Law)
Cc: [REDACTED]
Subject: Altamont proposal

Evelyn,

The ISO supports the proposal worked out by our clients that would entail a short extension (nine months) of the existing grandfathered PURPA PPA (PPA01W035) to December 31, 2015 along with early termination of two others and timely termination of a fourth so that all four terminate on the same date, December 31, 2015.

The ISO does not oppose the continued treatment of the extended PPA as a grandfathered QF and agrees that the energy will continue to be scheduled by PG&E as regulatory must take energy until December 31, 2015.

I've copied my colleague [REDACTED]. Please include him on all correspondence. I will be on vacation starting tomorrow.

[REDACTED]
[REDACTED]
California ISO
250 Outcropping Way
Folsom, CA 95630
O: [REDACTED]
M: [REDACTED]
[REDACTED]

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**APPENDIX I
GUIDE TO CEC FORM RPS-1**

The Facility currently is utility-certified for California's Renewable Portfolio Standard (RPS). The assigned CEC-RPS-ID for the Facility is 60138E. Pursuant to the CEC's RPS Eligibility Guidebook, the utility certification for the Facility will expire on 3/31/2015, the current expiration date of the Agreement.

The Seller must apply for certification from the Energy Commission using a CEC-RPS-1 form no later than 90 days after 3/31/2015. The CEC RPS Certification form can be found at the following link.

http://www.energy.ca.gov/portfolio/documents/rps_certification.html

In Section I at the top of the first page of the CEC-RPS-1 form, the Seller should select "**Amendment to a Certification**" from the drop down menu for the **Certification Type**. Directly to the right in the blank labelled "**Previously Assigned RPS ID, if any**", the Seller should enter **60138E**.

Seller should complete **Sections II through IX**. Section X does not apply.

For the Seller's convenience, following is a list of identification numbers and other required information needed in the application for this particular facility:

CEC-RPS-ID 60138E
 WREGIS ID W733
 CEC Plant ID W0333
 CAISO Resource ID USWND1_2_UNITS / USWND2_1_UNITS / USWND4_2_UNITS
 EIA Plant Code 50712
 Commercial Operations Date -- 4/1/1987

Seller should sign the **Certification Attestation in Section XII** of the completed application. Seller should not fill out or sign the Precertification Attestation section. A signed application original and electronic version of the application must be submitted to the CEC as follows:

The completed and signed CEC-RPS-1 mailed to:

California Energy Commission
 Attn: RPS Certification
 1516 Ninth Street, MS-45
 Sacramento, CA 95814

The electronic, unsigned Excel file emailed to: RPSTrack@energy.ca.gov
 Excel File name and email subject line should be of the format:

RPS-1 Certification of the [Facility Name], 60138E