

EXECUTION VERSION

**FACILITIES AMENDMENT TO THE
STANDARD OFFER #4 POWER PURCHASE AGREEMENT
LOG NUMBER 01W035**

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

RECITALS

- A. Buyer and Seller are Parties to that certain “Standard Offer # 4 Power Purchase Agreement for Long-Term Energy and Capacity” for 70 megawatts (“**MW**”), effective as of March 5, 1984, and designated by PG&E Log No. 01W035 (the “**Agreement**”), pursuant to which Seller sells and delivers to Buyer, and Buyer purchases and receives from Seller, electric power generated at wind energy generation facilities (“**Windplants**”) owned by Seller or its various affiliates or assignees (collectively, “**PPA Providers**”);
- B. The “November 2006 Amendment to the Power Purchase Agreement between Green Ridge Power LLC and Pacific Gas and Electric Company” dated December 19, 2006, decreased Agreement capacity from 70 MW to 54 MW;
- C. The PPA Providers are in the process of completing an asset exchange (“**Exchange**”) to confer the ownership of all Windplants connected to the Midway Substation upon one of the PPA Providers and the ownership of all Windplants connected to the Ralph, Dyer and Frick Substations upon another Windplants owner or its affiliates;
- D. The Parties now desire to amend the Agreement in order to specify the source of the electric power delivered to Buyer under the Agreement following the Exchange; and
- 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**”) pursuant to its tariff (“**CAISO Tariff**”) and further intend that PG&E shall not incur any incremental expenses, charges, or penalties if the Agreement becomes subject to the CAISO Tariff as a result of the Exchange.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Facilities 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. **Facilities Amendment.** This Facilities Amendment shall identify the Windplants that generate the electricity delivered to Buyer after completion of the Exchange. The list of “**Seller Windplants**,” provided as the Appendix to this Facilities Amendment shall be attached to the Agreement as a new Appendix G. The Windplants identified in Appendix G shall replace any Windplants that may have been associated with deliveries under the Agreement.

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2. Existing QF Contract. Seller warrants that the Exchange does not increase the term or the capacity value of the Agreement. For the avoidance of doubt, the capacity sold under the Agreement shall remain 54 MW.
3. Participating Generator. Buyer shall continue to be Seller's Scheduling Coordinator for the purpose of scheduling Seller's deliveries to the CAISO grid. If Seller becomes subject to Participating Generator requirements pursuant to Section 4.6.3.3 of the CAISO Tariff or any successor provision, Seller shall reimburse and compensate Buyer for any costs, expenses, charges or fees incurred by Buyer due to Seller's actions or failure to act as a Participating Generator subject to the CAISO Tariff, including but not limited to Grid Management Charges, charges due to Uninstructed Deviations or Forced Outages, Standard Capacity Product Charges, Deviation Charges, Forced Outage Compensation, and Ancillary Services Charges. Seller shall also compensate Buyer for any penalties resulting from Seller's violation of the CAISO Tariff.
4. Effective Date. The Effective Date of this Facilities Amendment (the "**Effective Date**") shall be the date on which Seller notifies Buyer that the Exchange has been completed.
5. Capitalized Terms. Capitalized terms not defined herein shall have the meaning defined in the Agreement or CAISO Tariff, as indicated by the context in which the term is used.
6. Effect of Amendment. The Agreement remains unchanged and in full force and effect except to the extent expressly provided herein. If there is any conflict between the Agreement and the Facilities Amendment, this Facilities Amendment shall control.
7. Governing Law. This Facilities 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 Facilities Amendment.
8. 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 of the contents or scope of the provisions of this Facilities Amendment. Each term of this Facilities Amendment shall be construed simply according to its fair meaning and not strictly for or against either Party. Both Parties are represented by legal counsel and have prepared this Facilities Amendment jointly. None of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Facilities Amendment or any part hereof.
9. Successors and Assigns. This Facilities Amendment is binding on each Party's successors and assigns.
10. Amendments or Modifications. This Facilities Amendment may not be modified, amended, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the authorized representatives of both Parties.
11. Waiver or Excuse. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have so waived or excused.
12. Entire Agreement. This Facilities Amendment and the Agreement as amended from time to time, constitute the entire agreement between the Parties relating to the subject matter thereof and supersede any and all other prior and contemporaneous negotiations, correspondence,

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understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Facilities Amendment.

13. Counterparts. This Facilities Amendment may be executed in counterparts, each of which is an original of this Facilities Amendment and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Facilities Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Facilities Amendment as to the Parties and may be used in lieu of the original Facilities Amendment for all purposes. 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 Facilities Amendment to be duly executed by their authorized representatives.

**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: _____

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

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

Signature: _____

Signature: Marcus Monaldi

Name: _____

Name: Mr. Marcus Monaldi

Title: _____

Title: Director

Date: _____

Date: 20 Feb 2015

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APPENDIX G

SELLER WINDPLANTS

Seller shall provide for the sale and delivery of electric energy to Buyer from the PPA Providers specified below in this Appendix:

Appendix G (For Log 01W035)
 WPP91 Facilities - PG&E Log 01W035
 163 Wind Turbines - 16.3MW
 All Turbines 56-100 Kenetech 100KW

Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID			
1302	5039	5210	5250	5344					
1303	5040	5211	5262	5345					
1304	5041	5212	5263	5346					
1305	5042	5213	5264	5347					
1306	5043	5214	5265						
	5044	5215	5266						
1311	5045	5216	5267						
1312	5046	5217	5268						
1313	5047	5218	5269						
1314	5048	5219	5270						
1315	5049	5220	5271						
1316	5050	5221	5272						
1318	5051	5222	5273						
1319	5052	5223	5274						
5004	5053	5224	5275						
5005	5054	5225	5276						
5006	5055	5226	5277						
5007	5056	5227	5278						
5008	5057	5228	5279						
5009	5058	5229	5280						
5010	5059	5230	5281						
5011	5060	5231	5282						
5012	5061	5232	5283						
5013	5062	5233	5284						
5014	5063	5234	5285						
5015	5195	5235	5286						
5016	5196	5236	5287						
5017	5197	5237	5288						
5018	5198	5238	5289						
5019	5199	5239	5290						
5020	5200	5240	5291						
5021	5201	5241	5292						
5022	5202	5242	5293						
5023	5203	5243	5294						
5024	5204	5244	5295						
5034	5205	5245	5296						
5035	5206	5246	5297						
5036	5207	5247	5298						
5037	5208	5248	5336						
5038	5209	5249	5337						

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Appendix G (For Log 01W035)
 Altamont Facilities - PG&E Log 01W035
 100 Wind Turbines - 10 MW
 All Turbines 56-100 Kenetech 100KW

Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID
1	4332	4664							
2	4333	4666							
3	4334	4667							
4	4335	4670							
5	4336	4671							
22	4337	4675							
26	4338	4676							
27	4339	4682							
28	4340	4683							
29	4342	4686							
30	4343	4687							
31	4344	4688							
32	4345	4690							
3632	4346	4691							
3635	4347	4697							
3638	4348	4701							
3650	4351	4702							
3651	4352	4723							
3653	4353	4744							
3654	4354	4747							
4110	4355								
4313	4616								
4314	4617								
4315	4623								
4316	4625								
4317	4626								
4318	4627								
4319	4628								
4320	4631								
4321	4632								
4322	4633								
4323	4635								
4324	4636								
4325	4638								
4326	4639								
4327	4642								
4328	4643								
4329	4646								
4330	4647								
4331	4654								

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Appendix G (For Log 01W035)
 WEG Facilities - PG&E Log 01W035
 45 Wind Turbines - 5.00 MW

Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID
56-100 Kenetech 100KW									
23	4349								
24	6454								
25	6455								
2898	6456								
2899									
2900 KVS-33 350KW									
2901	4650								
2902	4651								
2903									
2904									
2905									
2906									
2907									
2908									
2909									
2910									
2911									
2912									
2913									
2914									
2915									
3634									
3636									
3637									
3648									
3649									
3652									
4033									
4034									
4035									
4037									
4038									
4039									
4054									
4056									
4257									
4258									
4264									
4265									

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Appendix G (For Log 01W035)
WPP87 Facilities - PG&E Log 01W035
199 Wind Turbines - 19.9MW
All Turbines 56-100 Kenetech 100KW

Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID
4656	6039	6139	6179	6367					
4657	6040	6140	6180	6368					
4658	6101	6141	6181	6370					
4660	6102	6142	6182	6373					
6001	6103	6143	6309	6375					
6002	6104	6144	6310	6379					
6003	6105	6145	6311	6381					
6004	6106	6146	6312	6382					
6005	6107	6147	6313	6383					
6006	6108	6148	6319	6384					
6007	6109	6149	6320	6385					
6008	6110	6150	6322	6386					
6009	6111	6151	6325	6393					
6010	6112	6152	6326	6394					
6011	6113	6153	6327	6418					
6012	6114	6154	6329	6419					
6013	6115	6155	6330	6423					
6016	6116	6156	6331	6428					
6017	6117	6157	6332	6429					
6018	6118	6158	6333	6431					
6019	6119	6159	6334	6432					
6020	6120	6160	6335	6433					
6021	6121	6161	6337	6434					
6022	6122	6162	6338	6437					
6023	6123	6163	6339	6438					
6024	6124	6164	6340	6439					
6025	6125	6165	6341	6440					
6026	6126	6166	6342	6441					
6027	6127	6167	6346	6442					
6028	6128	6168	6347	6443					
6029	6129	6169	6348	6444					
6030	6130	6170	6350	6445					
6031	6131	6171	6352	6446					
6032	6132	6172	6353	6447					
6033	6133	6173	6354	6448					
6034	6134	6174	6362	6449					
6035	6135	6175	6363	6450					
6036	6136	6176	6364	6451					
6037	6137	6177	6365	6453					
6038	6138	6178	6366						

