

EXECUTION VERSION

**FACILITIES AMENDMENT TO THE
STANDARD OFFER #4 POWER PURCHASE AGREEMENT
LOG NUMBER 01W146-A**

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 100 megawatts (“**MW**”), effective as of November 5, 1984, and designated by PG&E Log No. 01W146-A (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. Pursuant to the “Altamont Renegotiation Agreement,” dated May 27, 1988, the Parties divided the 56.9 MW undeveloped portion of the Agreement into separate portions, leaving 43.1 MW under this Agreement;
- 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.

EXECUTION VERSION

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 43.1 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,

EXECUTION VERSION

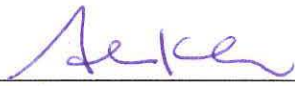
understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Facilities Amendment.

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: _____

EXECUTION VERSION

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: Marino Monardi

Name: Marino Monardi

Title: Director

Date: 20 Feb 2015

EXECUTION VERSION**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 01W146A)
 WPP87 Facilities - PG&E Log 01W146A
 190 Wind Turbines - 19.0MW
 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
4001	4205	4255	6071	6616					
4002	4206	4256	6072	6617					
4004	4207	4259	6073	6618					
4005	4208	4261	6074	6619					
4006	4209	4703	6075	6620					
4007	4210	4705	6076	6621					
4008	4211	4707	6077	6622					
4009	4212	4709	6078	6623					
4011	4213	4721	6079	6624					
4012	4214	4722	6080	6625					
4013	4215	6041	6081	6626					
4014	4216	6042	6082	6627					
4015	4217	6043	6083	6628					
4016	4218	6044	6084	6629					
4017	4219	6045	6085	6630					
4018	4220	6046	6086	6631					
4019	4221	6047	6087	6632					
4020	4222	6048	6088	6633					
4021	4223	6049	6089	6634					
4022	4224	6050	6090	6635					
4028	4225	6051	6091	6636					
4029	4226	6052	6092	6637					
4030	4227	6053	6093	6638					
4031	4228	6054	6094	6639					
4032	4229	6055	6095	6640					
4080	4230	6056	6601	6641					
4081	4231	6057	6602	6642					
4082	4232	6058	6603	6643					
4083	4233	6059	6604	6644					
4084	4234	6060	6605	6645					
4086	4235	6061	6606						
4093	4236	6062	6607						
4095	4237	6063	6608						
4104	4238	6064	6609						
4106	4239	6065	6610						
4108	4240	6066	6611						
4201	4241	6067	6612						
4202	4242	6068	6613						
4203	4243	6069	6614						
4204	4252	6070	6615						

EXECUTION VERSION

Appendix G (For Log 01W146A)
WPP88 Facilities - PG&E Log 01W146A
241 Wind Turbines - 24.1MW
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
6	58	98	2981	4111	4341	4396			
7	59	99	2982	4112	4356				
8	60	100	2983	4114	4357				
9	61	101	2984	4115	4358				
10	62	102	2985	4116	4359				
11	63	103	2986	4117	4360				
12	64	104	2987	4118	4361				
13	65	105	2988	4119	4362				
14	66	106	2989	4120	4363				
15	67	107	3631	4121	4364				
16	68	108	3633	4122	4365				
17	69	109	4036	4123	4366				
18	70	110	4040	4124	4367				
19	71	2954	4041	4125	4368				
20	72	2955	4042	4126	4369				
21	73	2956	4043	4127	4371				
34	74	2957	4044	4128	4372				
35	75	2958	4045	4129	4373				
36	76	2959	4046	4131	4374				
37	77	2960	4047	4132	4375				
38	78	2961	4048	4134	4376				
39	79	2962	4049	4135	4377				
40	80	2963	4050	4277	4378				
41	81	2964	4051	4278	4379				
42	82	2965	4052	4279	4380				
43	83	2966	4053	4280	4381				
44	84	2967	4055	4281	4382				
45	85	2968	4068	4282	4383				
46	86	2969	4070	4283	4384				
47	87	2970	4071	4284	4385				
48	88	2971	4072	4285	4386				
49	89	2972	4073	4286	4387				
50	90	2973	4074	4287	4388				
51	91	2974	4085	4288	4389				
52	92	2975	4088	4289	4390				
53	93	2976	4089	4290	4391				
54	94	2977	4090	4291	4392				
55	95	2978	4091	4292	4393				
56	96	2979	4105	4293	4394				
57	97	2980	4107	4294	4395				