

EXECUTION VERSION

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

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-D (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 a 30 MW portion, an 11.9 MW portion, and this 15 MW portion. Under the “First Amendment to 15 MW Portion of the 100 MW Long-Term Energy and Capacity Power Purchase Agreement Between U.S. Windpower, Inc. and Pacific Gas and Electric Company” dated July 29, 1988, the Parties amended the price and term of this 15 MW portion;

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

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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.

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 15 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.

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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, 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: 

Signature: _____

Name: Andrew Kushner

Name: _____

Title: Vice President

Title: _____

Date: 2/20/15

Date: _____

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

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

Signature: _____

Signature: Marino Mondici

Name: _____

Name: Marino Mondici

Title: _____

Title: Director

Date: _____

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 01W146D)
 WPP90 Facilities - PG&E Log 01W146D
 150 Wind Turbines - 15.0MW
 All Turbines 56-100 Kenetech 100KW

Turbine ID	Turbine ID	Turbine ID	Turbine ID						
1298	5374		3016						
1299	5375	1401	3017						
1300		1402	3018						
1301	3601	1403	3019						
1374	3602	1404	3020						
1375	3603	1405	3021						
1379	3604	1406	3022						
1380	3605	1407	3023						
1386	3606	1408	3024						
1387	3607	1409	3025						
1388	3608	1410	3026						
1397	3609	1411	3027						
1398	3610	1412	3028						
1399	3611	1413	3029						
1540	3612	1414	3561						
1544	3613	1415	3562						
1545	3614	1416	3563						
1546	3615	1417	3564						
1547	3616	1418	3565						
1548	3617	1419	3566						
1549	3618	1420	3567						
1551	3619	1421	3568						
1552	3620	1422	3569						
1553	3621	1423							
1554	3622	1424	3639						
1555	3623	3001	3640						
1556	3624	3002	3641						
1557	3625	3003	3642						
1558	3626	3004	3643						
1559	3627	3005	3644						
1560	3628	3006	3645						
1561	3629	3007	3646						
1562	3630	3008	3647						
1563	4251	3009							
1564	4253	3010							
5151	4254	3011							
5152	4260	3012							
5153	4262	3013							
5372	4263	3014							
5373	4266	3015							