FACILITIES AMENDMENT TO THE STANDARD OFFER #4 POWER PURCHASE AGREEMENT LOG NUMBER 01W004

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 60 megawatts ("MW"), effective as of March 5, 1984, and designated by PG&E Log No. 01W004 (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 "Second Amendment," dated March 15, 1985, increased Agreement capacity to 110 MW; the "Third Amendment," dated July 29, 1985, increased Agreement capacity to 113 MW; the un-numbered "November 2006 Amendment," dated December 19, 2006, increased Agreement capacity to 223.3 MW; and the un-numbered Amendment, dated March 29, 2011, decreased Agreement capacity to 144.1 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 at the same time, wish to avoid any material increase in average annual deliveries to PG&E due to 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. <u>Facilities Amendment</u>. 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.

- 2. <u>Existing QF Contract</u>. 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 144.1 MW.
- 3. <u>Early Retirement.</u> On April 1, 2015, Seller shall cease deliveries from Windplants indicated by Turbine Identification Numbers 728, 729, 732, 733 and 745 to alleviate the risk that deliveries following the Exchange might exceed average historic deliveries under the Agreement.
- 4. 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.
- 5. <u>Effective Date</u>. 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.
- 6. <u>Capitalized Terms</u>. 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.
- 7. <u>Effect of Amendment</u>. 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.
- 8. <u>Governing Law.</u> 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.
- 9. <u>Construction</u>. 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.
- 10. <u>Successors and Assigns</u>. This Facilities Amendment is binding on each Party's successors and assigns.
- 11. <u>Amendments or Modifications</u>. 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.

- 12. <u>Waiver or Excuse</u>. 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.
- 13. <u>Entire Agreement</u>. 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.
- 14. <u>Counterparts</u>. 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: _	Seken	Signature:		
Name: _	Andrew Kushner	Name:		
Title: _	Vice President	Title:	w ^a	
Date: _	2/20/15	Date:	K.	

- 12. <u>Waiver or Excuse</u>. 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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GREEN RIDGE POWER, LLC, a Delaware limited liability company

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature:	Signature: Man Mount
Name:	Name: Marino Monardi
Title:	Title: Director
Date:	Date: 20 Feb 2015

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 01W004) Green Ridge Power Facilities - PG&E Log 01W004 820 Wind Turbines - 87.2MW

OZU WHIG TURDITES - 67-21VIV									
Trumbino (D	Transin o 10	Turbine ID	Tradition III	Turking IT	Turking ID	Turking ID	T	Turking III	
	6-100 100k		rurbine ib	Turblise ii)	turbine ib	ruroine io	ruroine iu	Turome ID	
800	1392	5028	4061	507	636	686	742	782	
1146	1393	5029	4061	524	637	687	742	783	
1147	1394	5030	4062	525	638	688	744	784	
1148	1395	5031	4064	526	639	689	745	785	
1148	1395	5032	4064	526	640	690	745	786	
1150 1151	1400	5033	4066	528 529	641	691 692	747	787	
1152	1538	5072 5073	4067	535	642		748	788	
	1539		4069		643	693.	749	789	
1154	1565	5074	4075	536	648	694	750	790	
1155	1582	5075	4076	537	649	695	751	791	
1156	1583	5076	4077	538	650	696	752	792	
1157	1584	5077	4078	539	651	697	753	793	
1158	1585	5078	4079	540	652	712	754	794	
1159	1586	5079	4087	541	653	713	755	795	
1160	1587	5080	4092	542	654	714	756	796	
1307	1588	5081	4094	611	655	715	757	797	
1331	1589	5082	4096	612	656	716	758	798	
1332	1590	5083	4097	613	657	717	759	801	
1333	1591	5084	4098	614	658	718	760	802	
1334	1592	5085	4099	615	659	719	761	803	
1335	1593	5086	4100	616	660	721	762	804	
1336	1594	5087	4101	617	661	723	763	805	
1337	1595	5088	4102	618	662	724	764	806	
1338	1596	5089	4103	619	663	725	.765	807	
1339	1597	5090	4109	620	664	726	766	808	
1340	1598	5091	4113	621	665	727	767	809	
1341	1599	5092	4130	622	666	728	768	810	
1342	1500.	5093	4133	623	668	729	769	811	
1343	1601		6557	624	669	730	770	812	
1344	1602	4003	6558	625	670	731	771	813	
1345	1603	4010		626	671	732	772	814	
1346	1604	4023	498	627	672	733	773	815	
1347	1605	4024	49 9	628	673	734	.774	816	
1348	1606	4025	500	629	674	735	775	817	
1349	5001	4026	501	630	675	736	776	818	
1371	5002	4027	502	631	676	737	777	819	
1372	5003	4057	503	632	677	738	778	820	
1373	5025	4058	504	633	678	739	779	821	
1390	5026	4059	505	634	679	740	780	822	
1391	5027	4060	50 6	635	680	741	781	823	

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Turbine ID	Turbine ID	Turbine 10	Turbine ID					
824	869	909	949	989	1038	1080	1120	1178
825	870	910	950	990	1039	1081	1121	1179
826	871	911	951	991	1040	1082	1122	1180
827	872	912	952	992	1041	1083	1123	1181
828	873	913	953	993	1042	1084	1124	1182
829	874	914	954	994	1043	1085	1125	1183
830	875	915	955	995.	1044	1086	1126	1184
831	876	916	956	996	1045	1087	1127	1185
832	877	917	957	997	1046	1088	1128	1186
833	878	918	958	998	1047	1089	1129	1187
834	879	919	959	999	1048	1090	1130	1188
835	880	920	960	1000	1049	1091	1131	1189
836	881	921	961	1001	1050	1092	1132	1190
837	882	922	962	1002	1051	1093	1133	1191
838	883	923	963	1003	1052	1094	1134	1192
843	884	924	964	1007	1053	1095	1135	1193
844	885	925	965	1008	1054	1096	1136	1194
845	886	926	966	1009	1055	1097	1137	1195
846	887.	927	967	1012	1056	1098	1138	1196
847	888	928	968	1013	1057	1099	1139	1197
848	889	929	969	1014	1058	1100	1140	1198.
849	890	930	970	1015	1059	1101	1141	1199
851	891	931	971	1016	1060	1102	1142	1200
852.	892	932	972	1017	1061	1103	1143	1201
853	893	933	973	1018	1062	1104	1144	1203
854	894	934	974	1019	1063	1105	1145	1204
855	895	935	975	1020	1064	1106	1162	1205
856	896	936	976	1021	1065	1107	1163	1206
857	897	937	977	1022	1066	1108	1164	1207
858	898	938	978	1023	1067	1109	1165	1208
859	899.	939	979	1024	1070	1110	1166	1209
860	900	940	980	1025	1071	1111	1167	1210
861	901	941	981	1026	1072	1112	1168	1211
862	902	942.	982	1027	1073	1113	1169	1212
863	903	943	983	1028	1074	1114	1170	1213
864	904	944	984	1029	1075	1115	1171	1214
865	905	945	985	1030	1076	1116	1172	1215
866	906	946	986	1031	1077	1117	1173	1216
867	907	947	987	1032	1078	1118	1176	1217
868	908	948	988	1037	1079	1119	1177	1218

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Turbine ID	Turbine (D	Turbine ID
1219	1293	5363
1220	1294	5364
1221	1295	5365
1222	1296	KV5 -33 350
1223	1297	221
1224	1321	222
1225	1322	725
1226	1323	225
1227	1324	227
1228	1330	228
1229	1357	229
1230	1358	230
1231	1359	231
1232	1360	232
1233	1361	233
1236	1362	234
1256	1363	235
1257	1376	236
1258	1377	237
1259	1378	238
1260	1381	239
1261	1382	240
1262	1383	259
1263	1384	
1264	1385	
1265	1541	
1266	1542	
1267	1543	
1268	5351	
1269	5352	
1283	5353	
1284	5354	
1285	5355	
1286	5356	
1287	5357	
1288	5358	
1289	5359	
1290	5360	
1291	5361	
1292	5362	

Appendix G (For Log 01W004) WPP91-2 Facilities - PG&E Log 01W004 239 Wind Turbines - 26.9MW

239 Wind Turbines - 26.9MW.									
Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Türbine ID	Turbine ID			
	6-100 100)								
5376	5416	6351	1506	5114	2878				
5377	5417	6355	1507	5115	2879				
5378	5418	6356	1508	5116	2880				
5379.	5419	6357	1509	5117	2881				
5380	5420	6358	1510	5118	2882				
5381	5421	6359	1511	5119	2883				
5382	2932	6360	1512	5120	2884				
5383	2933	6361	1513	5121	2885				
5384	2934	6369	1514	5122	2885				
5385	2935	6371	1515	5123	2887				
5386	2936	6372	1516	5124	2888				
5387	2937	6374	1517	5125	2889				
5388	2938	6376	1518	5125	2890				
5389	2939	6377	1519	5127	2891				
5390	2940	6378	1520	5128	2892	,			
5391	2941	6380	1521	5129	2893:				
5392	2942	6387	1522	5130	2894				
5393	2943	6388	1523	5131	2895				
5394	2944	6389	1524	5132	2896				
5395	2945	6390	1525	5133	2897				
5396	2946	6391	1526	5134					
5397	2947	6392	1527	5135	WEG 250K	W:			
5398	2948	6397	1528	.513 6	WEG 01	WEG 19			
5399	2949	5398	1530	5137	WEG 02	WEG 20			
5400	2950	6399	1531	5138	WEG 03				
5401	2951	6400	1532		WEG 04				
5402	2952	5420	1533	2859	WEG 05				
5403	2953	5 421	5101	2860	WEG 06				
5404	6 314	5422	5102	2861	WEG 07				
5405.	6315	6424	5103	2862	WEG 08				
5406	6316	6425	5104	2863	WEG 09				
5407.	6317	6426	5105	2864	WEG 10				
5408	6318	6427	5106	2865	WEG 11				
5409	6321	6430	5107	2871	WEG 12				
5410	6328	6452	5108	2872	WEG 13				
5411	6336	1501	5109	2873	WEG 14				
5412	6343	1502	5110	2874	WEG 15				
5413	6344	1503	5111	2875	WEG 16				
5414	6345	1504	5112	2876	WEG 17				
5415	6349	1505	5113	2877	WEG 18				

Appendix G (For Log 01W004) WPP92 Facilities - PG&E Log 01W004 300 Wind Turbines - 30.0MW

All Turbines 56-100 Kenetech 100KW									
Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine ID	Turbine 10	Turbine ID	Turbine ID		
5094	5178	5317	3037	3136	3546	4641	4713		
5095	5179	5318	3038	3137	3547	4644	4714		
5096	5180	5319	3039	3138	3548	4645	4715		-
5097	5181	5320	3040	3139	354 9	4648	4716		
5139	5182	5321	3041	3140	3550	4649	4717		
5140	5183	5322	3060	3141	3570	4652	4718		
5141	5184	5323	3061	3142	3571	4553	4719		
5142	5185	5324	3062	3143	3572	4655 4655	4713		:
5143	5186	5325	3063	3144	3573	4659	4724		
5144	5187	5326	3064	3145		4661			-
		5327			3574		4725		<u> </u>
5145	5188		3065	3156	3575	4562	4726		
5146	5189	5328	3066	3157	3576	4663	4727		
5147	5190	5329	3067	3158	3577	4665	4728		
5148	5191	5330	3068	3159		4668	4729		
5149	5192	5331	3069	3160	4301	4669	4730		
5150	5193	5332	3070	3161	4302	4672	4731		
5154	5194	5333	3071	3162	4303	4573	4732		
5155	5253	5334	3072	3163	4304	4674	4733		<u> </u>
5156	5254	5335	3073	3169	4305	4677	4745		
5157	5255	5338	3074	3170	4306	4678	4745		
5158	5256	5339	3075	3171	4307	4679	4748		
5159	5257	5340	3076	3172	4308	4680	4749		
5160	5258	5341	3108	3173	4309	4681	4750		
5161	5259	5342	3109	3174	4310	4684			
5162	5301	5343	3110	3175	4311	4685			
5163	5302	5366	3111	3511	4312	4689			
5164	5303	5367	3112	3512		4692			
5165	5304	5368	3118	3513	4614	4693			
5166	\$305	5369	3119	3514	4615	4694			
51 6 7	5306	5370	3120	3515	4618	4695			
5168	5307	5371	3121	3516	4619	4596			
51 69	5308		3122	3537	4620	4598			
5170	5309	1320	3123	3538	4621	4699			
5171	5310	3030	3124	3539	4622	4700			
5172	5311	3031	3125	3540	4524	4704			
5173	5312	3032	3131	3541	4629	4706			
5174	5313	3033	3132	3542	4630	4708	-		
5175	5314	3034	3133	3543	4634	4710			
5176	5315	3035	3134	3544	4637	4711			
5177	5316	3036	3135	3545	4640	4712			