

**FIVE-YEAR FIXED ENERGY PRICE AMENDMENT TO THE  
RIO BRAVO ROCKLIN CONTRACT  
BETWEEN  
THE RIO BRAVO ROCKLIN QF  
AND  
PACIFIC GAS AND ELECTRIC COMPANY**

THIS AMENDMENT ("Amendment") is by and between RIO BRAVO ROCKLIN, a California general partnership, (the "RIO BRAVO ROCKLIN QF") and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"). The RIO BRAVO ROCKLIN QF and PG&E are sometimes referred to herein collectively as the "Parties."

**RECITALS**

- A. The RIO BRAVO ROCKLIN QF and PG&E are parties to that certain contract listed in Attachment A hereto (the "RIO BRAVO ROCKLIN Contract").
- B. On April 6, 2001, PG&E filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the San Francisco Division of the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court") (*In re Pacific Gas and Electric Company*, Bankr. Case No. 01-03923 ).
- C. On June 14, 2001, the Commission issued D.01-06-015, which approved as reasonable certain non-standard PPA price modifications
- D. The RIO BRAVO ROCKLIN QF and PG&E now desire to enter into the PPA price modification set forth below.

## AMENDMENT

In consideration of the mutual promises and covenants contained herein, PG&E and the RIO BRAVO ROCKLIN QF agree as follows:

### 1. PPA AMENDMENT

Pursuant to that certain July 11, 2001 Agreement between PG&E and the RIO BRAVO ROCKLIN QF (the "July 11 Agreement"), a copy of which is attached hereto as Attachment I, the RIO BRAVO ROCKLIN Contract is hereby amended as set forth in Section 1 of the July 11 Agreement, entitled "Acceptance of the CPUC Five-Year Fixed Energy Price Option," and Attachment C of the July 11 Agreement, entitled "FIXED ENERGY PRICES FOR QUALIFYING FACILITIES UNDER D.01-06-015." No provision of the RIO BRAVO ROCKLIN Contract other than the energy pricing term is or shall be deemed to be modified, amended, waived or otherwise affected by this Amendment.

If there is not an order by the Bankruptcy Court authorizing the July 11 Agreement by July 31, 2001, the RIO BRAVO ROCKLIN QF has the sole right either to unilaterally terminate the July 11 Agreement or unilaterally terminate all provisions of the July 11 Agreement other than Paragraph 1 thereof. Upon termination of the July 11 Agreement, none of the waivers, covenants, warranties, representations, and other provisions of the July 11 Agreement including the terms of this Amendment shall survive, except that the provisions of this Amendment shall survive if the paragraph 1 provisions of the July 11 Agreement are not terminated.

2. SIGNATURES

IN WITNESS WHEREOF, this Amendment has been duly executed by or on behalf  
of the RIO BRAVO ROCKLIN QF and PG&E.

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

By: *Joseph Heri*

Title: \_\_\_\_\_

Date: 7/14/01

**Rio Bravo Rocklin,**  
a California general partnership

By: *Richard J. Escalante*

Title: *General Manager*

Date: *July 12, 2001*

**ATTACHMENT A  
THE RIO BRAVO ROCKLIN QF FACILITY**

**Rio Bravo Rocklin: Power Purchase Agreement for Long-Term Energy and Capacity Between Rio Bravo Rocklin, as successor in interest to Ultrapower, Incorporated, and Pacific Gas and Electric Company, executed by Ultrapower, Incorporated on October 30, 1984, and by Pacific Gas and Electric Company on December 12, 1984, as amended. (PG&E Log. #15P028) [Rocklin].**