

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* ("Master Agreement"), together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement"; provided that, the provisions of each Confirmation shall control if and to the extent that there is a conflict between the provisions of the Master Agreement, as modified by the Schedules, and the Confirmation. The Parties to this Master Agreement are the following:

Name: (Community Renewable Energy Services, INC or "Party A")

Name ("Pacific Gas and Electric Company" or "Party B")

All Notices: P. O. Box 1063  
Sun Valley, CA 91352-1063

All Notices: P. O. Box 770000, MCN12E  
San Francisco, CA 94177

Street: 9189 De Garmo Ave.  
City: Sun Valley, CA Zip: 91352

Street: 245 Market Street  
City: San Francisco Zip: 94105

Attn: Contract Administration  
Phone: 818/504-1431  
Facsimile: 818/768-0541  
Duns:  
Federal Tax ID # [REDACTED]

Attn: Contract Administration  
Phone: 415/973-0070 or 415/973-1170  
Facsimile: 415/973-9176  
Duns: 556650034  
Federal Tax ID # [REDACTED]

**Invoices:**

Attn: Michelle Faris  
Phone: 818/504-1425  
Facsimile: 818/768-0541

**Invoices:**

Attn: Marc Renson  
Phone: 415/973-1721  
Facsimile: 415/973-2151

**Scheduling:**

Attn: Jerry Cleave  
Phone: 559/591-8060  
Facsimile: 559/591-8815

**Scheduling:**

Attn: Kevin Coffee  
Phone: 415/973-7631  
Facsimile: 415/973-5333

**Payments:**

Attn: Kathy Wander  
Phone: 818/504-1424  
Facsimile: 818/768-0541

**Payments:**

Attn: Marc Renson  
Phone: 415/973-1721  
Facsimile: 415/973-2151

**Wire Transfer:**

[REDACTED]

**Wire Transfer:**

[REDACTED]

**Credit and Collections:**

Attn: Kathy Wander  
Phone: 818/504-1424  
Facsimile: 818/768-0541

**Credit and Collections:**

Attn: Credit Risk Management  
Phone: (415) 973-0004  
Facsimile: (415) 973-7031

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: John Richardson  
Phone: 818/504-1431  
Facsimile: 818/768-0541

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Rich Miram, Manager-Power Contracts  
Phone: 415/973-1170  
Facsimile: 415/973-0585

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff      Tariff \_\_\_\_\_      Dated \_\_\_\_\_      Docket Number \_\_\_\_\_  
Party B Tariff      Tariff \_\_\_\_\_      Dated \_\_\_\_\_      Docket Number \_\_\_\_\_

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**Article Two**

Transaction Terms and Conditions       Optional provision in Section 2.4. If not checked, inapplicable.

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**Article Four**

Remedies for Failure to Deliver or Receive       Accelerated Payment of Damages. If not checked, inapplicable.

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**Article Five**

Events of Default; Remedies       Cross Default for Party A:  
 Party A      Cross Default Amount \$ 200,000  
 Other Entity: Cross Default Amount

Cross Default for Party B:

Party B: PG&E      Cross Default Amount \$ 100 million

Other Entity: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
- Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: \_\_\_\_\_
- Option C

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**Article 8**

**8.1 Party A Credit Protection:**

Credit and Collateral Requirements

(a) Financial Information:

- Option A
- Option B Specify: \_\_\_\_\_
- Option C Specify: financial statements when publicly available

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party B Collateral Threshold: n/a  
Party B Independent Amount: n/a  
Party B Rounding Amount: n/a

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party B is not rated by either S&P or Moody's

- Other:
- Specify: \_\_\_\_\_

(e) Guarantor for Party B: Not Applicable

Guarantee Amount: \_\_\_\_\_

(f) Security for Party B

Party A shall provide Security pursuant to Section 29 (I) of the Confirmation Agreement

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify:
- Option C Specify:

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party A Collateral Threshold: n/a  
Party A Independent Amount: n/a  
Party A Rounding Amount: n/a

(d) Downgrade Event:

- Not Applicable  
 Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's or Party A's Guarantor's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A is not rated by either S&P or Moody's.
- Other:  
 Specify: \_\_\_\_\_

(e) Security to be provided by Party A:

Pursuant to Section 29(l) of Confirmation Agreement between the Parties dated \_\_\_\_\_.

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**Article 10**

Confidentiality

Confidentiality Applicable      If not checked, inapplicable.

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**Schedule M**

- Party A is a Governmental Entity or Public Power System  
 Party B is a Governmental Entity or Public Power System  
 Add Section 3.6. If not checked, inapplicable  
 Add Section 8.6. If not checked, inapplicable

**Other Changes**

As specified in the Confirmation Agreement between the Parties dated\_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A Name: Community Renewable Energy Services, INC

Pacific Gas and Electric Company

By: Thomas H. Fry

By: Roy Kuga

Name: Thomas H. Fry

Name: Roy Kuga

Title: President

Title: Director - Gas & Electric

Date: 9/18/03

Date: 9/18/03

**DISCLAIMER:** This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.