

**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION BETWEEN  
GLOBAL COMMON LLC  
and  
PACIFIC GAS AND ELECTRIC COMPANY  
WITH RESPECT TO THE CHOWCHILLA BIOMASS FACILITY**

This confirmation letter dated as of September 14, 2005 ("Confirmation") confirms the Transaction between Global Common LLC ("Seller") and Pacific Gas and Electric Company ("Buyer" or "PG&E") regarding the Transaction in accordance with and subject to the terms and provisions of the Master Power Purchase and Sale Agreement ("Master Agreement") dated as of September 14, 2005. This Confirmation shall not be effective until all of the Conditions Precedent in Article 11 of the Master Agreement have been satisfied or waived. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement and if not in that document, then in the ISO Tariff

1. Product; Unit(s).

(a) The Parties shall check the applicable box to specify the Product, as defined in Section 3 below, to be delivered and sold by Seller and received and purchased by Buyer under this Transaction:

- Peaking**
- Baseload**
- Dispatchable**

(b) Seller shall supply the Product from the El Nido Biomass facility or "Unit(s)" as described in Appendix A.

2. Delivery.

(a) Delivery Term. The Parties shall specify the period of Product delivery for the "Delivery Term," as defined herein, by checking one of the following boxes:

- Delivery shall be for a period of ten (10) Contract Years.
- Delivery shall be for a period of fifteen (15) Contract Years.
- Delivery shall be for a period of twenty (20) Contract Years.
- Non-standard Delivery shall be for a period of \_\_\_\_ Contract Years.

As used herein, "Delivery Term" shall mean the period of Contract Years specified above beginning on the first date on which Seller delivers the Product from the Unit(s) pursuant to the terms of this Confirmation ((the "Initial Energy Delivery Date"), which date shall be confirmed by the Initial Energy Delivery Date Confirmation Letter, attached hereto as Appendix B, which Seller shall send by facsimile to Buyer on the Initial Energy Delivery Date. The Initial Energy Delivery Date shall not occur until all of the following have been achieved: (i) the Commercial Operation Date, (ii) Buyer shall have received Performance Assurance in accordance with the relevant provisions of Article Eight of the Master

Agreement, as applicable, and (iii) all of the applicable Conditions Precedent in Article 11 of the Master Agreement have been satisfied or waived.

(b) Delivery Prior to Initial Energy Delivery Date. Seller shall be permitted to sell and deliver the Product to Buyer prior to the Initial Energy Delivery Date after Seller has achieved both of the following preconditions: (i) all of the applicable Conditions Precedent in Article 11 of the Master Agreement have been satisfied or waived; and (ii) Buyer shall have received from Seller Project Development Security in accordance with the relevant provisions of Article Eight of the Master Agreement, as applicable. The period between the first date on which Seller commences such deliveries, as provided in the preceding sentence, and the Initial Energy Deliver Date shall be the "Interim Operating Period." The following provisions in this Confirmation shall not apply to either party during the Interim Operating Period, Sections 5, 8.5 and 8.6, 9.1(a), and 9.3.

3. Product Delivery Periods and Definitions. The following shall supplement the Product Definitions in Schedule P of the Master Agreement with respect to this Transaction.

"Baseload" means unit-contingent firm energy delivered with the applicable Capacity Factors provided herein.

4. Delivery Point. The Delivery Point shall be NP-15. If the current NP-15 zonal delivery point is materially modified or replaced with an alternate trading hub or the zonal market structure established by the ISO, which exists as of the date of this Agreement, is reconfigured to a nodal or alternative structure by the ISO ("Restructuring Event"), then the delivery point shall be the high side of the Project's transformer. Notwithstanding the foregoing, in the event of a Restructuring Event, the Parties agree that the delivery point at the high side of the Unit(s)'s transformer shall be replaced by the E-Z Gen Hub, as defined by the ISO, or Buyer's load aggregation point, as defined and identified by the ISO, whichever exists at the time of the Restructuring Event and is recognized by the ISO for delivery to Buyer through an SC to SC trade, in accordance with Section 7 below, if (a) Seller is exempt from payments of all congestion charges between the high side of the Unit(s)'s transformer and the E-Z Gen Hub or Buyer's load aggregation point or if Buyer is allocated congestion revenue rights at no cost to Seller, which Buyer allocates to Seller to account for such congestion charges; and (b) Seller is exempt from all other charges related to the location of the EZ-Gen Hub or Buyer's load aggregation point.

5. Contract Quantity. The quantity of Delivered Energy, as defined below, expected to be delivered by Seller during each Contract Year shall be at least 61,873 megawatt hours ("MWh") in Contract Year 1, and 65,513 MWh in Contract Years 2 through 15 ("Contract Quantity").

6. Contract Capacity. The Contract Capacity at any time shall be the lower of 9.0 MW or the Net Rated Output Capacity of the Unit(s); provided that in Contract Year 1 the Contract Capacity shall be the lower of 8.5 MW or the Net Rated Output Capacity. Throughout the Delivery Term, Seller shall sell and schedule all energy produced by the Unit(s) solely to Buyer and in no event shall Buyer be obligated to receive or pay for, in any hour, any Delivered Energy, as defined below, or Scheduled Energy, as defined in Section 7 below, that exceeds 128% of the Contract Capacity; provided that Delivered Energy between 100% and 128% of the Contract Capacity ("Excess Energy") shall not be included in the determination of Performance Requirements, except as specifically set forth in Sections 8.5 and 8.7 hereof. In no event shall Seller have the right to procure electric capacity or energy from sources other than the Unit(s) for sale or delivery to Buyer under this Transaction. The Net Rated Output Capacity of the Unit, or if more than one Unit, the Units on an aggregate basis, shall be as provided in Section 9.1(a) hereof.

"Delivered Energy" (or "Energy Delivered" as used in Section 9.1(a)) means all energy produced from the Unit(s) as measured in megawatt hours (MWh) at the ISO revenue meter of the Unit(s), based on a power factor of precisely one (1) and net of all applicable losses, including, but not limited to the following: (a) any transmission or transformation losses between the ISO revenue meter and the Delivery Point, and (b) the applicable GMM or any successor method to account for losses or congestion established by the ISO (or successor organization).

7. Scheduling and Scheduling Coordinator. Each of Seller and Buyer shall be its own Scheduling Coordinator ("SC"), as such term is defined in the Master Agreement, with respect to this Transaction or designate a qualified third party to fulfill such role. Throughout the Delivery Term, Seller shall designate an SC trade for the Delivered Energy scheduled solely to Buyer's SC ("Scheduled Energy"). Conduct of deliveries through SC-to-SC trades shall be in compliance with the Settlement and Billing Protocol of the ISO Tariff, including but not limited to Sections SBP2.14, Inter-Scheduling Coordinator Energy Trades. If the ISO designates, under a revised market design, zones or nodes which replace the NP-15 zone and zonal delivery points with a trading hub for SC trades, then deliveries for inter-SC trades shall be at such a hub, or at such other location or deemed location which the then-revised market design and ISO Tariff provide for or such SC-to-SC trades for delivery to the Delivery Point specified between Buyer and Seller by further agreement or by this Confirmation. Buyer or Buyer's SC shall conduct all scheduling in full compliance with the applicable ISO Tariff, protocols and scheduling practices for day-ahead or hour-ahead energy.

7.1. Annual Forecast of Delivery Schedules. No later than forty-five (45) days before the beginning of each calendar year, Seller shall provide a non-binding forecast of each month's average-day deliveries of Delivered Energy, by hour, for the following calendar year.

7.2. Monthly Forecast of Delivery Schedules. Ten (10) Business Days before the beginning of each month, Seller shall provide a non-binding forecast of each day's average deliveries of Delivered Energy, by hour, for the following month ("Monthly Delivery Forecast").

7.3 Daily Delivery Schedules. Seller shall provide the Day-Ahead delivery schedule to Buyer no later than twelve (12) hours before the beginning of the Day-Ahead trading day (i.e., 36 hours in advance of the beginning of the trading day) in accordance with ISO scheduling protocols, Seller or Seller's SC shall provide PG&E with binding hourly forecast of deliveries for each hour of the trading day; provided, however, that a schedule provided on a day before any non-Business Day shall include deliveries planned for each day to and including the next Business Day. Each delivery schedule shall clearly identify, for each hour, all amounts of Product to be delivered and sold to Buyer pursuant to this Confirmation. Seller shall deliver Product in accordance with its Day-Ahead schedule and subject to the applicable ISO Tariff provisions. Seller shall promptly provide Buyer with a copy of any and all updates to such schedule indicating a change in Scheduled Energy from the then current schedule, which is provided to the ISO. These notices and schedules shall be sent to:

Day-Ahead Trading Desk  
Phone: 415-973-6222  
Fax: 415-973-0400  
Email: [daenergy@pge.com](mailto:daenergy@pge.com)

7.4 Hourly Delivery Schedules. In the event that Seller makes a change to its schedule on the actual date of delivery for any reason, including Forced Outages (other than a scheduling change imposed by Buyer or CAISO), which results in a change to its deliveries (whether in part or in whole), Seller shall notify Buyer immediately by calling Buyer's on-duty Scheduling Coordinator to provide any and all

changes to the Day-Ahead Schedule and to provide a revised schedule thereto as soon as possible, but in no event later than (1) hour before Buyer's Scheduling Coordinator is required to submit Hour-Ahead schedules to the ISO. With respect to any Forced Outage, Seller shall (i) use commercially reasonable efforts to notify Buyer, orally, of such outage within 10 minutes of the occurrence of such outage, (ii) provide a written estimate of the expected duration of such outage within one hour after submittal of the initial notification pursuant to clause (i) of this Section, and (iii) submit an Outage Notification Form, as provided in Appendix III of the Master Agreement, to Buyer in accordance with the instructions shown on the form. Seller shall keep Buyer informed of any developments that will affect either the duration of such outage or the availability of the Unit during or after the end of such outage. These notices and schedule changes shall be sent to:

Hour-Ahead Trading Desk  
 Phone: 415-973-7900  
 Fax: 415-972-5340  
 Email: realtime@pge.com

8. Monthly Payments.

8.1 Contract Price. (a) The Contract Price for each MWh of Scheduled Energy delivered during the Interim Operating Period shall be \$55/MWh, which is comprised of an energy price of \$25/MWh, and a capacity price of \$30/MWh; and

(b) The Contract Price for each MWh of Scheduled Energy in each Contract Year shall be \$65/MWh, which is comprised of an energy price of \$25/MWh, and a capacity price of \$40/MWh.

8.2 TOD Periods. The Time of Delivery Periods ("TOD Periods") specified below, as A1 - C3, shall be referenced by the following designations:

**TOD PERIOD**

Period	1. Super-Peak	2. Shoulder	3. Night
A. June – September	A1	A2	A3
B. December and January	B1	B2	B3
C. Feb. - May, Oct. and Nov.	C1	C2	C3

Period Definitions: The Periods are defined as follows:

- A. June – September;
- B. December and January; and
- C. February, March, April, May, October and November.

TOD Period hour Definitions: The hours in the TOD Periods are defined as follows:

1. **Super-Peak (5x8)** = HE (Hours Ending) 13 – 20 PPT Monday – Friday (*except* NERC Holidays).
2. **Shoulder** = HE 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and HE 7 – 22 PPT Saturday, Sunday and all NERC holidays.
3. **Night (7x8)** = HE 1 - 6, 23 and 24 PPT all days (*including* NERC Holidays).

As used herein, "NERC Holidays" include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the last Thursday in November. New Year's Day, Independence Day, and Christmas Day fall on the same date each year, but in the event these holidays occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday and if any of these days occur on a Saturday, the "NERC Holiday" remains on that Saturday.

8.3 **Capacity Factors.** The Capacity Factor shall be calculated by TOD Period and defined as the percentage amount resulting from Delivered Energy in the applicable TOD Period divided by the product resulting from multiplying the Contract Capacity times the number of hours in the applicable TOD Period:

**Capacity Factor = Delivered Energy / (Contract Capacity x Hours in TOD Period less Seller Excuse Hours, as defined below).**

For the Baseload product, the annual Capacity Factor shall be the weighted average of the Capacity Factors for each TOD Period, such weighting to be an adjustment for the number of hours in the applicable TOD Period.

For purposes of this Agreement, "Seller Excuse Hours" means, those hours during which Seller is unable to schedule or deliver Delivered Energy to Buyer as a result of a Force Majeure event or Dispatch Down Period.

8.4 **TOD Factors.** In accordance with all other terms of this Section 8, the Contract Price for Scheduled Energy shall be adjusted by the following Time of Delivery Factors ("TOD Factors") for each of the specified TOD Periods in which Scheduled Energy is delivered:

**TOD FACTORS**

<b>Period</b>	<b>1. Super-Peak</b>	<b>2. Shoulder</b>	<b>3. Night</b>
A. June – September	1.25	1.06	0.85
B. December and January	1.20	1.07	0.85
C. Feb. - May, Oct. and Nov.	1.11	1.00	0.82

For each month, Buyer shall pay Seller for Scheduled Energy in each TOD Period ("Monthly TOD Payment") the amount resulting from multiplying the Contract Price times the TOD Factor for the applicable TOD Period, times the applicable Payment Capacity Factor, times the Contract Capacity, times the number of hours in the applicable TOD Period:

$$\text{Monthly TOD Payment} = \text{Contract Price} \times \text{TOD Factor} \times \text{Payment Capacity Factor} \times \text{Contract Capacity} \times \text{Hours in applicable TOD Period.}$$

As used herein, "Payment Capacity Factor" means Scheduled Energy / (Contract Capacity x (Hours in TOD Period less Seller Excuse Hours, as defined below)).

8.5. Performance Requirements (a) To avoid incurring any Performance Penalties, as defined below herein, Seller shall cause the Unit(s) to deliver no less than the following Capacity Factors over all the hours comprising each of the TOD Periods ("Performance Requirements"):

**TOD PERIOD**

Period	1. Super-Peak	2. Shoulder	3. Night
A. June – September	95%	90%	80%
B. December & January	90%	90%	80%
C. Feb. - May, Oct. & Nov.	80%	80%	60%

(b) Periods A and B Performance Requirements. For Periods A and B, the Performance Requirements will be measured and calculated for each month in each Period. Regardless of Seller's actual deliveries, the maximum amount of Delivered Energy that will be included in the measurement and calculation of the Performance Requirement for each hour during each month in either Period A or Period B will be 10 MW.

(c) For Period C, the Performance Requirements shall be measured and calculated once on an aggregate calendar year basis for the entire Period in the month immediately following the last month of the completed Period C, which shall include all months constituting Period C. The number of eligible hours in the Period C TOD Period shall exclude 672 hours each year required for Planned Outages and regardless of Seller's actual deliveries, the maximum amount of Delivered Energy that will be included in the measurement and calculation of the Performance Requirement for each hour during each month in Period C will be 10 MW. Payment for Delivered Energy provided during Period C shall be adjusted for the aggregate Performance Requirement achieved in Period C. Such adjustment shall be reflected in an invoice provided by Buyer to Seller no later than March 31<sup>st</sup> of the following calendar year or if the Transaction has been terminated or the last year of the Delivery Term has occurred, then the last month prior to the expiration or termination of the Transaction. The party owing payment as a result of such true-up shall pay the undisputed amount no later than fifteen (15) calendar days after receipt of such invoice; subject to the payment provisions in Section 6.1 of the Agreement. All disputes shall be subject to Section 6.2 of the Agreement.

8.6. Performance Penalties. For each TOD Period, if the Capacity Factor were assumed to be precisely 100.00 percent, then the Maximum Monthly TOD Payment shall be defined as follows:

$$\text{Maximum Monthly TOD Payment} = \text{Contract Price} \times \text{TOD Factor} \times 1.0000 \times \text{Contract Capacity} \times \text{Hours in applicable TOD Period.}$$

This calculation shall be rounded to the nearest \$0.01.

To the extent that Seller fails to satisfy the Performance Requirements specified above in Section 8.5, Seller shall be liable for and pay to Buyer "Performance Penalties," as defined herein. For each 1 percent by which the Capacity Factor in each TOD Period is less than the Performance Requirement for such TOD Period, Seller shall incur and pay to Buyer the following percentages of the applicable Maximum Monthly TOD Payment ("Performance Penalty Factors"):

**PERFORMANCE PENALTY FACTORS**

<b>Period</b>	<b>1. Super-Peak</b>	<b>2. Shoulder</b>	<b>3. Night</b>
A. June – September	3.00	2.00	1.25
B. December & January	2.50	2.00	1.25
C. Feb. – May, Oct. & Nov.	1.50	1.25	1.00

For each TOD Period, if the applicable Capacity Factor is less than the applicable Performance Requirement, then the Performance Penalty for such TOD Period shall be calculated as follows:

$$\text{Performance Penalty} = (\text{Performance Requirement} - \text{Payment Capacity Factor}) \times \text{Performance Penalty Factor} \times \text{Maximum Monthly TOD Payment.}$$

In no event shall the applicable Performance Penalty exceed the amount of the applicable Maximum Monthly TOD Payment. For the purposes of illustration, the Performance Requirement in Period A2 is 90 percent Capacity Factor and the Performance Penalty Factor for Period A2 is 2.0. If the actual Capacity Factor in Period A2 were 88.5 percent, then Seller would pay Buyer the following Performance Penalty = (90% – 88.5%) x 2.0 = 1.5% x 2.00 = 3.00 percent of the Maximum Monthly TOD Payment for TOD Period A2.

8.7 **Imbalance Energy.** On or about the fifth (5<sup>th</sup>) day of each month, Seller will provide to Buyer complete records for the applicable settlement interval of Delivered Energy and Scheduled Energy for the preceding month. Buyer and Seller recognize that from time to time the amount of Delivered Energy will deviate from the amount of Scheduled Energy. "Imbalance Energy" means the amount of energy, in any given hour, by which the amount of Delivered Energy deviates from the amount of Scheduled Energy. When Delivered Energy minus Scheduled Energy is a negative amount, the absolute (i.e., positive) value of that amount shall be considered the "Negative Imbalance Energy."

(a) **Imbalance Price.** For each ISO settlement time interval in any month in which there is Negative Energy Imbalance, the Imbalance Price shall be the "Hourly Average-Energy Price" posted by the ISO for the applicable time interval and zone. In the event that the ISO fails to post the "Hourly Average-Energy Price," the Imbalance Prices shall be the straight average of the (10-minute) settlement interval prices for the applicable hour and zone; provided that if the applicable settlement interval is modified to a 5-minute or other interval by the ISO, such new time interval shall apply. Buyer shall receive all Environmental Attributes for all Delivered Energy; regardless of whether any or all of it was sold into the ISO.

(b) **True Up Adjustment for "Negative Imbalance Energy" (Under Deliveries).** For each ISO Settlement time interval in which there is Negative Imbalance Energy and the Imbalance Price

is lower than the Contract Price, the Buyer shall deduct from Monthly TOD Payment to Seller the amount equal to the product of (I) the quantity of the Negative Imbalance Energy and (II) the difference between the Imbalance Price and the Contract Price.

(c) Billing. Monthly billing for Imbalance Energy, as defined above, shall be accomplished using the last available Imbalance Price, as defined above. Beginning in the first month in which the actual Imbalance Price becomes available for the applicable month, there shall be a true-up adjustment for the Imbalance Price payable for the Imbalance Energy, as provided herein, in the monthly invoice, provided pursuant to Section 6.1 of the Master Agreement.

8.8 ISO Charges. Seller shall assume all liability and pay for all transmission line losses and congestion charges up to the Delivery Point, and Buyer shall assume all liability and pay for all transmission line losses and congestion charges after the Delivery Point. Seller shall assume all liability and reimburse Buyer for any Penalties, as defined below, incurred by Buyer as a result of Seller's failure to abide by the ISO Tariff. The Parties shall cooperate to minimize imbalances and Penalties to the extent possible. Seller shall promptly notify Buyer as soon as possible of any material imbalance that is occurring or has occurred. Such notification shall not alter Seller's responsibilities for payment for all imbalance charges and Penalties, as defined below, under this Confirmation. As used herein, "Penalties" means any fees, liabilities, assessments, or similar charges assessed by the ISO.

9. Annual Performance Requirement/Excuses for Failure to Perform.

9.1 (a) Net Rated Output Capacity. If the Net Rated Output Capacity at the Commercial Operation Date or at the end of the first twelve (12) consecutive months after the Commercial Operation Date and every twelve (12) consecutive months thereafter is less than 8.5 MW Buyer shall have the right to declare an Event of Default. For subsequent contract years, Buyer shall trigger an Annual Capacity Test, as set forth in Appendix I of the Master Agreement and in Section 9.3 below, to determine each year's Net Rated Output Capacity by scheduling Deliveries from the facility for two consecutive weeks. The Net Rated Output Capacity resulting from the Annual Capacity Test, pursuant to Appendix I of the Agreement, shall remain in effect until the next Annual Capacity Test. The Net Rated Output Capacity shall not exceed 12.6 MW.

(b) Additional Event of Default. It shall be an additional Event of Default if (i) the Availability Adjustment Factor is less than 60% for 12 consecutive months, or (ii) Net Rated Output Capacity falls below 8.5 MW. In no event shall Seller have the right to procure Energy from sources other than the Unit(s) for sale and delivery pursuant to this Agreement.

As used herein, "Availability Adjustment Factor" shall mean the Capacity Factor for the applicable period, as defined above in 8.3

(c) Seller Excuses: Availability Adjustment Factor. Seller shall be excused from achieving the Availability Adjustment Factor for the applicable time period, in the event that Seller fails to deliver the Product to Buyer for any of the following reason:

- (i) during Force Majeure;
- (ii) by Buyer's failure to perform; or,



(iii) a reduction in output as ordered under terms of the Dispatch Down Period, as such term is defined in Section 12 of this Confirmation.

9.2 Buyer Excuses for Performance. The performance of Buyer to receive or pay for the Product may be excused only (i) during periods of Force Majeure, (ii) by Seller's failure to perform or (iii) during Dispatch Down Periods, as such term is defined in Section 12 of this Confirmation.

9.3 Annual Capacity Test. The Annual Capacity Test shall be performed in accordance with the terms set forth in Appendix I of the Master Agreement and shall be required under either of the following conditions:

(a) As Buyer deems necessary, in its sole discretion, to demonstrate Resource Adequacy requirements, pursuant to Section 11 of this Confirmation; or

(b) Upon failure of Seller to supply the Contract Capacity on a reliable and consistent basis, as determined in the reasonable judgment of Buyer.

10. RMR Contract Obligation. If Seller has entered or enters into an RMR contract after executing this Agreement, Seller shall assign all of the proceeds of any such RMR contract affecting the Unit(s) to Buyer, except as provided below. Buyer shall retain all revenues from said RMR contract, except for Monthly Surcharge Payments, the ISO Repair Share, and Motoring Charges for Ancillary Services Dispatch ("Retained Revenues"), as each is defined in the applicable RMR contract, all of which shall be remitted to Seller. If the ISO and/or Seller wish to negotiate an RMR contract that pertains to Unit(s) under this Agreement that are not covered by an RMR contract as of the date of the execution date of this Confirmation, Seller shall include Buyer in any such negotiations.

11. Resource Adequacy. Seller grants, pledges, assigns and otherwise commits to Buyer the full Contract Capacity in order for Buyer to meet its resource adequacy requirements, as this term is defined by the CPUC "Resource Adequacy Requirements." Seller recognizes that the Resource Adequacy Requirements have not been finalized by the CPUC and agrees that Seller shall comply with such requirements once finalized and adopted by the CPUC to ensure that Buyer may include this Transaction in meeting its Resource Adequacy Requirements. The Parties shall take all actions (including, but not limited to, amending the Confirmation) and execute all documents or instruments necessary to enable Buyer to use the Contract Capacity to meet Buyer's resource adequacy requirements as ultimately determined by the CPUC in R.04-04-003; provided that Seller shall not be required to incur third party costs in taking such actions. Seller represents and warrants to Buyer that Seller has not used, granted, pledged, assigned or otherwise committed any portion of the Contract Capacity to satisfy the resource adequacy requirement of any party other than Buyer. Seller shall not use, grant, pledge, assign or otherwise commit any portion of the Contract Capacity to satisfy the resource adequacy requirement of any party other than Buyer.

12. Dispatch Down/Curtailment. Seller shall reduce deliveries for "Dispatch Down Period(s)", which mean (a) curtailments ordered directly or indirectly from the ISO (including Buyer's or ISO system emergencies) or (b) scheduled or unscheduled maintenance on Buyer's transmission facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point.

**IN WITNESS WHEREOF**, each of the Parties has caused this Confirmation to be duly executed by its authorized representative as of the date first written above.

**Seller: Global Common LLC**

By: Allen Jensen

Name: Allen R Jensen

Title: Partner

**Buyer: Pacific Gas and Electric Company**

By: [Signature]

Name: \_\_\_\_\_

Title: 9/26/05

*jm*

## Appendix A

Unit(s). Delivered Energy will be supplied from the following generation Unit only:

Unit Name: Chowchilla Biomass  
Site Name: Chowchilla Biomass  
Unit Physical Address: 16457 Ave 241/2, Chowchilla CA 93610  
Technology Type: Bubbling Fluidized Bed  
Specific Unit Description: Chowchilla Biomass  
Unit Total Net Rated Output Capacity: 10.8 MW  
ISO resource ID: CHWCHL\_1\_BIOMAS

Interconnection. The Interconnection Point for the Unit(s) is described as follows:

Interconnection Point: Le Grand-Chowchilla 115KV circuit  
Interconnection Point Address: 16457 Ave 241/2, Chowchilla CA 93610  
Additional Information: \_\_\_\_\_

**Appendix B**

**INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER**

In accordance with the terms of that certain confirmation letter dated \_\_\_\_\_, 200\_ (“Confirmation”) by and between Pacific Gas and Electric Company (“Buyer”) and \_\_\_\_\_ (“Seller”), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and Buyer has received the Product, as specified in the Confirmation, as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This letter shall confirm the Initial Energy Delivery Date, as defined in the Confirmation, as the date referenced in the preceding sentence.

Seller shall send this document by facsimile to [INSERT PG&E CONTACT INFORMATION]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_