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FOURTH AMENDMENT TO THE POWER PURCHASE AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND SIERRA PACIFIC INDUSTRIES

This Fourth Amendment ("Fourth Amendment") is entered into by and between Pacific Gas and Electric Company ("PG&E") and Sierra Pacific Industries ("SPI"), a California corporation for the Project described in the PPA (as defined below).

PG&E and SPI may be referred herein individually as "Party" and collectively as "Parties." All capitalized terms not defined herein shall have the meaning set forth in the PPA (as defined below).

RECITALS

WHEREAS, SPI and PG&E executed that certain Power Purchase Agreement for the Project, dated August 9, 2012 (the "PPA"), as amended;

WHEREAS, the PPA requires that SPI has obtained a Full Capacity Deliverability Status Finding from the CAISO for each Aggregated Generation Facility and provided to PG&E a copy of such findings to achieve the Commercial Operation Date ("COD");

WHEREAS, the Parties wish to amend the PPA to reflect the fact that as of September 21, 2015, the Anderson II Facility has Interim Deliverability Status, as defined in the CAISO Tariff, equivalent to one hundred percent (100%) of the Net Qualifying Capacity ("NQC") of Full Capacity Deliverability Status.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PG&E and SPI agree as follows.

1. Amendments of the PPA

- (a) The Parties agree that the Commercial Operation Date occurred on September 8, 2015 and the Initial Energy Delivery Date occurred on September 9, 2015.
- (b) The Parties agree that if the CAISO determines at any point in the future that the Anderson II Facility no longer has Interim Deliverability Status with an NQC equal to 100% of Full Capacity Deliverability Status, and has not achieved Full Capacity Deliverability Status, then PG&E shall provide SPI with Notice of the change in status. SPI shall have sixty (60) days from the date of PG&E's Notice to cure the change in status. If SPI is unable to cure within sixty (60) days, it shall be an Event of Default and PG&E shall have the right to declare an Early Termination Date under Section 5.2 of the PPA.
- (c) Upon receipt of a Full Capacity Deliverability Status Finding from the CAISO for the Anderson II Facility, PG&E shall no longer have the right to declare an Early Termination Date under Section 1(b) of this Fourth Amendment.

2. Other Modifications

No provision of the PPA other than the terms addressed in this Fourth Amendment shall be deemed modified, amended, waived, or otherwise affected by this Fourth Amendment. If there is a conflict between the terms of the PPA and those of this Fourth Amendment, this Fourth Amendment shall control. Sections 10.12 (Governing Law), 10.13 (General), 10.14 (Severability), 10.16 (Counterparts), and

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Articles Twelve (Dispute Resolution) and Thirteen (Notices) of the PPA shall be incorporated into and made part of this Fourth Amendment.

IN WITNESS WHEREOF, each Party has caused this Fourth Amendment to be executed by its authorized representative, effective as of the date of last signature hereunder. By signing this Fourth Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective principals.

Pacific Gas and Electric Company	Sierra Pacific Industries
Chd Cr	May
By: Chad Curran	By: George Emmerson
Title: Manager, Developing Generation Contracts	Title: President
Date: September 22, 2015	Date: September 22, 2015