

**MASTER POWER PURCHASE AND SALE AGREEMENT  
(BETHEL SOLAR 1 FACILITY)**

**COVER SHEET**

This *Master Power Purchase and Sale Agreement* (Version 2.1; modified 4/25/00) ("Master Agreement") is made as of the following date: **October 31, 2006** ("Effective Date"). The *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 the Confirmation Letter dated October 31, 2006 for the Bethel Solar 1 Facility shall be referred to as the "Master Agreement." The Parties to this *Master Agreement* are the following:

**Name:** Bethel Energy, LLC ("Party A")

**All Notices:**

Street: 13171 High Crest Road  
City: Victorville, CA Zip: 92395  
Attn: Contract Administration  
Phone: (760) 250-3019  
Facsimile: (760) 245-4353  
Duns: 782020304  
Federal Tax ID Number: 13-4332630

**Invoices:**

Bethel Energy, LLC  
13171 High Crest Road  
Victorville, CA 92395  
Attn: Derek Daniel, Office Engineer  
Phone: (760) 403-5999  
Facsimile: (760) 403-4353

**Scheduling:**

[TBD]

**Payments:**

Bethel Energy, LLC  
13171 High Crest Road  
Victorville, CA 92395  
Attn: Derick Daniel  
Phone: (760) 403-5999  
Facsimile: (760) 403-4353

**Wire Transfer:**

BNK: Washington Mutual  
ABA: 322271627  
ACCT: 3061354903  
Confirmation: Derek Daniel  
FAX: (760) 403-4353

**Credit and Collections:**

Bethel Energy, LLC  
13171 High Crest Road  
Victorville, CA 92395  
Attn: Len P. Daniel, Manager  
Phone: (760) 250-3019

**Name:** San Diego Gas & Electric Company ("Party B")

**All Notices:**

Street: 8315 Century Park Court  
City: San Diego, CA Zip: 92123  
Attn: Contract Administration  
Phone: (858) 636-5543  
Facsimile: (858) 650-6190  
Duns: 006911457  
Federal Tax ID Number: 95-1184800

**Invoices:**

San Diego Gas & Electric Company  
8315 Century Park Ct.  
San Diego, California 92123-1593  
Attn: Energy Accounting Manager  
Phone: (858) 650-6177  
Facsimile: (858) 650-6190

**Scheduling:**

San Diego Gas & Electric Company  
8315 Century Park Ct.  
San Diego, California 92123-1593  
Attn: Transaction Scheduling Manager  
Phone: (858) 650-6160  
Facsimile: (858) 650-6191

**Payments:**

San Diego Gas & Electric Company  
PO Box 25110  
Santa Ana, CA 92799-5110  
Attn: Mail Payments  
Phone: (619) 696-4521  
Facsimile: (619) 696-4899

**Wire Transfer:**

BNK: Union Bank of California  
for: San Diego Gas & Electric Company  
ABA: Routing # 122000496  
ACCT: #4430000352  
Confirmation: SDG&E, Major Markets  
FAX:(213) 244-8316

**Credit and Collections:**

San Diego Gas & Electric Company, Major Markets  
555 W. Fifth Street, ML 10E3  
Los Angeles, CA 90013-1011  
Attn.: Major Markets, Credit and Collections Manager  
Fax No.: (213) 244-8316

Facsimile: (760) 245-4353  
With additional Notices of an Event of Default or  
Potential Event of Default to:

Bethel Energy, LLC  
Attn: Len Daniel, Manager  
Phone: (760) 250-3019  
Facsimile: (760) 245-4353

Phone: 1-866-313-6622 (toll-free)  
With additional Notices of an Event of Default or Potential  
Event of Default to:

Sempra Energy  
101 Ash Street  
San Diego, CA 92101  
Attn: Assistant General Counsel, Commercial Law  
Facsimile: (619) 696-4377

The Parties hereby agree that the General Terms and Conditions are incorporated herein, as amended by the following provisions:

Party A Tariff N/A - Qualified Facility (as defined in the Public Utility Regulatory Policies Act)

Party B Tariff FERC Electric Tariff, Original Volume No. 10, Original Sheet Nos. 1-3 (Supersedes FERC Electric Tariff, Original Volume Nos. 7 and 8) Effective May 12, 2003, Docket No. ER03-418-000

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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: N/A Cross Default Amount: N/A

Other Entity: N/A Cross Default Amount: N/A

Cross Default for Party B:

Party B: N/A Cross Default Amount: N/A

Other Entity: N/A Cross Default Amount: N/A

5.6 Closeout Setoff

Option A (Applicable if no other selection is made.)

Option B – Affiliates shall have the meaning set forth in the Master Agreement unless otherwise specified as follows:

Option C (No Setoff)

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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: \_\_\_\_\_

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following: N/A

Party B Collateral Threshold: \$ \_\_\_\_\_; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount \$ \_\_\_\_\_

Party B Rounding Amount \$ \_\_\_\_\_

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following: N/A

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

- Other:

Specify: \_\_\_\_\_

(e) Guarantor for Party B: None

Guarantee Amount: N/A

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: \_\_\_\_\_
- Option C Specify: Unaudited Financial Statements as attested to by the manager of Party A

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following: N/A

Party A Collateral Threshold: \$ \_\_\_\_\_; provided, however, that

Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount \$ \_\_\_\_\_

Party A Rounding Amount \$ \_\_\_\_\_

(d) Downgrade Event:

Not Applicable

Applicable

If applicable, complete the following: N/A

It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party A is not rated by either S&P or Moody's

Other:

Specify: \_\_\_\_\_

(e) Guarantor for Party A: None

Guarantee Amount: \$N/A

8.4 If the parties elect as being applicable, Section 8.4 shall apply:

Not Applicable

Applicable

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**Article 10**

Confidentiality

Option A: Confidentiality Applicable. If not checked, inapplicable.

Option B: RPS Confidentiality Applicable. If not checked, inapplicable.

Option C: Confidentiality Notification.

If Option C is checked on the Cover Sheet, Seller has waived its right to notification in accordance with Section 10.11(v).

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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

**Schedule P**

Schedule P: Products and Related Definitions shall be deleted in its entirety.

**Article One. General Definitions.**

(a) **Definitions.** The following definitions are amended as set forth below:

- (1) Section 1.11 “Costs” shall be deleted in its entirety and replaced with the following:

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

- (2) Section 1.23 “Force Majeure” shall be deleted in its entirety and replaced with the following:

“Force Majeure” means any cause or event beyond the reasonable control of the affected Party which was not anticipated as of the date of the Transaction and not due to the fault or negligence of the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, including but not limited to (but only to the extent that the following examples satisfy such definition): (a) acts of God such as extreme weather conditions, droughts, floods, earthquakes, (b) fires, explosions, accidents that could not have been prevented by acting in accordance with Good Utility Practice (defined below), and (c) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism and sabotage, blockades, embargoes, industry-wide strikes. Notwithstanding anything to the contrary in the foregoing, the following shall not constitute Force Majeure: (a) lack of finances; (b) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above); (c) changes in governmental approvals or the conditions imposed thereunder or the failure to grant or renew such governmental approvals; or (d) curtailment by a Transmission Provider unless (i) such party has contracted for firm transmission for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to “Force Majeure” or “uncontrollable force” or a similar term as defined under the Transmission Provider’s tariff, in which event, the curtailment by the Transmission Provider will be an event of Force Majeure.

“Good Utility Practice” means any practices, methods and acts (i) required by the National Electric Safety Code or NERC, whether or not Seller is a member thereof, or (ii) otherwise engaged in or approved by a significant portion of the utility electric generation industry during the relevant time period or any of the practices, methods and acts that in the exercise of commercially reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be the optimum practice, method or act to the exclusion of all others, but rather is intended to be any of the practices, methods and/or actions generally accepted in the region.

- (3) Section 1.24 “Gains” shall be deleted in its entirety and replaced with the following:

“Gains” means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction for the remaining term of such Transaction, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets market referent prices for renewable power set by the CPUC, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of the applicable Transaction and include the value of Environmental Attributes.

(4) Section 1.27 shall be modified by adding the words “and substantially in the same form as the Letter of Credit template attached hereto as Exhibit B” at the end of the first sentence.

(5) Section 1.28 “Losses” shall be deleted in its entirety and replaced with the following:

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction for the remaining term of such Transaction, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market referent prices for renewable power set by the CPUC, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of the applicable Transaction and include the value of Resource Adequacy and Environmental Attributes.

(6) Sections 1.35 and 1.36 shall be modified by deleting the phrase “as defined in Schedule P.” and replacing such phrase with “as defined in the Confirmation.”

(7) Section 1.45 shall be modified by including the words “acceptable to the requesting party” after the words “Letter(s) of Credit”.

(8) Section 1.51 is amended by replacing the current definition with the following:

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases, for delivery at the Delivery Point (or, if replacement power is not available at the Delivery Point, any other delivery point where Buyer is able to purchase replacement product) a replacement for any Product that includes its associated Environmental Attributes and meets the requirements of Section 10.2(xiii) but was not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or absent a purchase, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner. The Replacement Price also shall include all charges and penalties calculated in dollars per megawatt hour with respect to the deviation from the scheduled supply resulting from Seller’s failure to deliver; provided, however, in no event shall such price include any ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point. If for any reason a Replacement Price is unavailable at the Delivery Point during a Transaction when Seller fails to deliver Product (“Missing Hours”), then the Replacement Price for Missing Hours shall be the last available Replacement Price prior to the Missing Hours together with any charges and penalties allocated to Buyer for the Missing Hours.

“California Renewables Portfolio Standard” means the Renewables Portfolio Standard of California under California Senate Bill 1078 as codified in Sections 387, 390.1, and 399.25 and Article 16 (commencing with Section 399.11) of Chapter 2.3 of Part 1 of Division 1 of, the California Public Utilities Code, as such code reference may be amended from time to time.

(9) Section 1.53 is amended by replacing the current definition with the following:

“Sales Price” means the price at which Seller, acting in a commercially reasonable manner, resells any Product not received by Buyer, deducting from such proceeds any (i) costs reasonably incurred by Seller in reselling such Product including all costs charged by CAISO to deliver the

Product into the CAISO System, and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or absent a sale the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner. The Sales Price shall also be reduced by all costs, charges and penalties calculated in dollars per megawatt hour with respect to the deviation from the scheduled supply resulting from Buyer's failure to take Product; provided, however, in no event shall such price include any ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer's liability. The Sales Price may be less than zero.

(10) Section 1.62 is added as follows:

“CAISO” is the California Independent System Operator, or its successor in interest.

(11) Section 1.63 is added as follows:

“CAISO Tariff” means the CAISO Operating Agreement and Tariff, as it may be modified from time to time.

(12) Section 1.64 is added as follows:

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Facility, intended to value any aspect of the capacity of the Facility to produce Energy or ancillary services, including but not limited to any accounting construct so that the full Facility Total Net Capacity, as set forth in Section 3.0 of in the Confirmation Letter, of the Facility may be counted toward a Resource Adequacy Requirement or any other measure by the CPUC, the CAISO, the FERC, or any other entity invested with the authority under federal or state law, to require Buyer to procure, or to procure at Buyer's expense, Resource Adequacy or other such products.

(13) Section 1.65 is added as follows:

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(1) Approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement;

(2) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law;

(3) finds that any procurement pursuant to this Agreement constitutes incremental procurement or procurement for baseline replenishment by Buyer from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation to increase its total procurement of eligible renewable energy resources that it may have pursuant to the California Renewables Portfolio Standard, CPUC Decision 03-06-071, or other applicable law; and

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.”

(14) Section 1.66 is added as follows:

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Unit(s) and its displacement of conventional energy generation. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Unit(s), (ii) production tax credits associated with the construction or operation of the energy projects and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Unit(s) for compliance with local, state, or federal operating and/or air quality permits. If Seller’s Unit(s) is a biomass or landfill gas facility and Seller receives any tradable Environmental Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Environmental Attributes to ensure that there are zero net emissions associated with the production of electricity from such facility.

(15) Section 1.67 is added as follows:

“Resource Adequacy” means the procurement obligation of load serving entities, including Buyer, as such obligations are described in CPUC D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemaking (R.)04-04-003 and (R.)05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations, including those relating to scheduling coordination, established by any other entity, including the CAISO. Article Two. Transaction Terms and Conditions

- (a) Amend Section 2.1 by deleting it in its entirety and replacing it with the following: “2.1 Transaction. A Transaction shall be entered into upon agreement of the Parties, in writing.”
- (b) Section 2.3 shall be deleted in its entirety.
- (c) Section 2.5 shall be amended by deleting the last two sentences therein.

### **Article Three. Obligations and Deliveries**

- (a) **Force Majeure.** Add the following paragraph at the end of Section 3.3:

“Before and after the Date of Commercial Operation, this Master Agreement may be terminated by the non-Claiming party with no further obligation to either party if a Force Majeure event prevents the performance of a material portion of the obligations hereunder and such Force Majeure is not resolved within twelve (12) months after the notice given above.”



- (b) **Environmental Attributes.** New Section 3.4 shall be added to the Agreement as follows:

“Seller hereby provides and conveys all Environmental Attributes from the Unit(s) to Buyer as part of the Product being delivered, as such term is described in the applicable Transaction confirmation for the period set forth in such confirmation. Seller represents and warrants that Seller holds the right to all Environmental Attributes from the Unit(s), and Seller agrees to convey and hereby conveys all such Environmental Attributes to Buyer as included in the delivery of the Product from the Unit(s).”

- (c) **Resource Adequacy.** Add the following new Section 3.5:

“During the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Facility Total Net Capacity, including Capacity Attributes, from the Facility to enable Buyer to meet its Resource Adequacy or successor program requirements, as the CPUC, CAISO or other regional entity may prescribe (“Resource Adequacy Requirements”). Seller understands that the CPUC and CAISO are currently in the process of developing requirements for Resource Adequacy and these requirements and the implementation thereof have not been finalized. Seller agrees that during the Delivery Term Seller shall, at a minimum, comply with the terms set forth in Exhibit C to enable Buyer to use all of the capacity, including Capacity Attributes, to be committed by Seller to Buyer pursuant to this Master Agreement to meet Buyer’s Resource Adequacy Requirements.

- (d) **Climate Action Registry.** The parties agree to add the following new Section 3.6:

“Seller shall register the Facility with the California Climate Action Registry as may be required by the CPUC pursuant to Decision 06-02-032 and any subsequent order, but in any event, no later than the date of Commercial Operation.”

- (e) **WREGIS.** The parties agree to add the following new Section 3.7:

“Prior to the date of Commercial Operation, Seller shall register the Facility in the Western Renewable Energy Generating Information System or any successor renewable energy tracking program (“WREGIS”), and take all other action necessary to ensure that the Energy and Environmental Attributes produced from the Facility are tracked for purposes of satisfying the requirements of the California Renewable Portfolio Standard. In the event that WREGIS is not in operation as of the date of Commercial Operation, Seller shall perform its obligations as required per this subsection, as soon as WREGIS is in operation.”

**Article Four. Remedies for Failure to Deliver/Receive:** Sections 4.1 and 4.2 shall be deleted in their entirety and replaced with the following:

4.1 **Seller Failure.** If Seller fails to schedule and/or deliver all or part of the Product pursuant to a Transaction, and such failure is not excused under the terms of the Product as described in Section 7.2 of the Confirmation Letter, or by Buyer’s failure to perform, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price for the affected megawatt hours. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

4.2 **Buyer Failure.** If Buyer fails to schedule and/or receive all or part of the Product pursuant to a Transaction and such failure is not excused under the terms of the Product as described in 7.3 of the Confirmation Letter, or by Seller’s failure to perform, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price for the affected megawatt hours. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

**Article Five: Events of Default.**

**(a) Section 5.1 Events of Default.**

Section 5.1(c) is amended by deleting the reference to “three (3) Business Days” and replacing it with “thirty (30) days.”

Amend Sections 5.1(b) and 5.1(h)(i) by adding the following at the end thereof: “or with respect to the representations and warranties made pursuant to Section 10.2 of this Master Agreement or any additional representations and warranties agreed upon by the parties, any such representation and warranty becomes false or misleading in any material respect during the term of this Master Agreement or any Transaction entered into hereunder.”

Within Section 5.1, add the following new Events of Default:

“(i) if at any time during the Term of Master Agreement, Seller delivers or attempts to deliver to the Delivery Point for sale under this Master Agreement electrical power that was not generated by the Unit(s);

“(j) failure to meet the performance requirements agreed to pursuant to Section 7.1 of the Confirmation Letter ; and

“(k) a Letter of Credit Default as described in Section 8.4.”

**(b) Section 5 Declaration of an Early Termination Date and Calculation of Settlement Amount.**

Section 5.2, 5.3, 5.4, and 5.5 shall be deleted in their entirety and replaced with the following:

“5.2 Declaration of Early Termination Date and Calculation of Settlement Amounts: If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“Non-Defaulting Party”) shall have the right to (i) designate a day, no earlier than the day such notice is effective and no later than thirty (30) days after such notice is effective, as an early termination date (“Early Termination Date”) to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a “Terminated Transaction”) between the Parties, (ii) withhold any payments due to the Defaulting Party under this Master Agreement and (iii) suspend performance. The Non-defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Master Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Master Agreement, so that all such amounts shall be netted out to a single liquidated amount (the “Termination Payment”). If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Master Agreement, the Termination Payment shall be zero.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such

calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within fifteen (15) Business Days after such notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within fifteen (15) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment."

(c) **Section 5.7 Suspension of Performance.**

Section 5.7 is amended by deleting the phrase "ten (10) NERC Business Days" and replacing it with "fifteen (15) NERC Business Days."

Further amend Section 5.7 by the deletion of the following phrase in the first sentence "or (b) a Potential Event of Default".

**Article Six: Payment and Netting**

(a) **Section 6.2 Timeliness of Payment.**

Section 6.2 shall be deleted in its entirety and replaced by the following:

Timeliness of Payment. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Master Agreement shall be due and payable in accordance with each Party's invoice instructions thirty (30) days after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Seller shall submit a monthly invoice via fax and email during the Delivery Term. Buyer has thirty (30) days to pay the invoice. Invoice shall be itemized, identifying all component charges and unit prices. Invoice shall identify the Output scheduled and delivered during all hours of the month. The invoice shall describe in reasonable detail the calculations used to arrive at invoiced amounts."

(b) **Sections 6.7**

Section 6.7 Payment for Options is amended by deleting the text and substituting therefore "Intentionally omitted."

**Article Eight: Credit and Collateral Requirements**

(a) **Party A Credit Protection.** The first three sentences in Section 8.1 shall be deleted in their entirety and replaced with the following:

"8.1 Party A Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet and shall only apply if marked as "Applicable" on the Cover Sheet."

(b) **Party B Credit Protection.** The first three sentences in Section 8.2 shall be deleted in their entirety and replaced with the following:

"8.2 Party B Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet and shall only apply if marked as "Applicable" on the Cover Sheet."

- (c) **Performance Security.** Section 8.3 is hereby amended to read in full as follows:

8.3 Grant of Security Interest/Remedies. To the extent either or both parties deliver Performance Assurance hereunder, each Party (a “Pledgor”) hereby grants to the other Party (the “Secured Party”) a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, any and all proceeds resulting from such Performance Assurance or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the Secured Party’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Performance Assurance, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all Performance Assurance then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Pledgor’s obligations under the Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

- (d) If the parties elect as being applicable on the Cover Sheet, the following new Section 8.4 shall be added:

“8.4 To secure its obligations under this Master Agreement, in addition to satisfying any credit terms pursuant to the terms of Section 8.2 to the extent marked applicable, Seller agrees to deliver to Buyer (the “Secured Party”) within thirty (30) days after the date on which all of the conditions precedent set forth in Section 1 of the Confirmation Letter are either satisfied or waived, and Seller shall maintain in full force and effect (a) until the Commercial Operation Date a Letter of Credit in the amount of One Million, Six Hundred Eighty Thousand and Eight Hundred and Sixty Dollars (US\$1,680,860), the form of which shall be determined in the sole discretion of Buyer and (b) from the Commercial Operation Date until the end of the Term a Letter of Credit in the amount of Five Million, Forty Two Thousand and Five Hundred and Eighty Dollars (US\$5,042,580), the form of which shall be determined in the sole discretion of the Buyer. Any such security shall not be deemed a limitation of damages

All Letters of Credit shall be subject to the following provisions:

(a) The Seller shall (i) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Master Agreement, (ii) if the issuer has indicated its intent not to renew such Letter of Credit, provide a substitute Letter of Credit at least sixty (60) days prior to the expiration of the outstanding Letter of Credit, and (iii) if an issuer of a Letter of Credit shall fail to honor the Buyer’s properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Buyer a substitute Letter of Credit, that is issued by an alternate issuer acceptable to the Buyer within five (5) Business Days after the Seller receives notice of such refusal.

(b) “Letter of Credit Default” shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain a Credit Rating of at least “A-“ by S&P or “A3” by Moody’s; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; or (iv) Seller shall fail to meet the requirements of this Section 8.4 after the applicable cure periods, if any.

(c) In all cases, the reasonable costs and expenses of (including but not limited to the reasonable costs, expenses, and attorneys’ fees, including reasonably allocated costs of in-house counsel of the Buyer for

enforcing) establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more Letters of Credit shall be borne by the Seller.”

**Article Ten: Miscellaneous**

- (a) **Term of Master Agreement.** Add the following sentence to Section 10.1: “The Transaction shall terminate on the day following the last day of the Delivery Term, unless terminated sooner pursuant to the express provisions of this Master Agreement”.

- (b) **Representations, Warranties, and Covenants.**

Section 10.2(vi) is amended to delete the phrase “or any of its Affiliates.”

Section 10.2(ix) is deleted in its entirety and the words “Intentionally Omitted” are put in its place.

The following Section 10.2(xiii) shall be added:

“The Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16, and (b) the Unit(s) Output delivered to Buyer qualifies under the requirements of the California Renewable Portfolio Standard.”

Section 10.2(xiv) shall be added as follows:

“Seller covenants throughout the Delivery Term that it will take no action or permit any other person or entity (other than Buyer) to take any action that would impair in any way Buyer’s ability to rely on the Project in order to satisfy its Resource Adequacy Requirements”

- (c) **Assignment.**

Article 10.5 shall be deleted in its entirety and replaced with the following:

“10.5.1 **Assignment.** Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

10.5.2 **Financing Documents.** Buyer agrees to enter into a commercially reasonable consent to assignment with Seller’s financing parties that is consistent with industry standards for similar projects.”

- (d) **Governing Law/Venue.** Article 10.6 shall be modified as follows::

Section 10.6 “Governing Law” shall be amended by deleting “NEW YORK” and inserting “CALIFORNIA” in place thereof.

Add the following to the end of Article 10.6:

**“THE PARTIES HEREBY CONSENT TO CONDUCT ALL DISPUTE RESOLUTION, JUDICIAL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN**

**CONJUNCTION WITH, OUT OF, RELATED TO OR ARISING FROM THIS MASTER AGREEMENT IN THE CITY OF SAN DIEGO, CALIFORNIA.”**

- (e) **Section 10.9 Audit.** Section 10.9 is modified by adding the following at the end thereof:

“The Parties agree that Generally Accepted Accounting Principles (“GAAP”) and the Security Exchange Commission (“SEC”) rules require Buyer and its independent auditor to evaluate whether Buyer must consolidate Seller’s financial information (but not financial information of Seller’s constituent members unless deemed to be included as part of Seller under GAAP). Buyer will require access to financial records and personnel of Seller to determine if consolidated financial reporting is required. If Buyer determines at any time that consolidation is required, Buyer shall require from Seller the following during every calendar quarter for the term of this Agreement:

- (a) Complete annual financial statements within 15 days of the end of the applicable reporting period;
- (b) Financial schedules underlying the financial statements and notes to the financial statements all within 20 days of the end of the applicable reporting period; and
- (c) Access to financial records and accounting and management personnel at such reasonable times and on such reasonable conditions so as not to interfere with Seller’s conduct of its business (1) so that Buyer’s independent auditor can conduct financial audits (in accordance with generally accepted auditing standards) and internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and (2) so that Buyer can be provided analytical information, as needed, to enable Buyer to meet its SEC filing requirements, including but not limited to those under Item 2 on Form 10-Q, and Item 7 on Form 10-K, “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”).

Any information provided to Buyer shall be treated as confidential except that such information may be disclosed in connection with the publication of Buyer’s financial statements as deemed necessary by Buyer.”

- (f) **Section 10.11 Confidentiality.** Section 10.11 shall be deleted in its entirety and replaced with the following:

“10.11 Neither Party shall disclose the non-public terms or conditions of this Master Agreement or any Transaction hereunder to a third party, other than (i) the Party’s employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, (ii) for disclosure to the Buyer’s Procurement Review Group, as defined in CPUC Decision (D) 02-08-071, subject to a confidentiality agreement, (iii) to the CPUC under seal for purposes of review, (iv) disclosure of terms specified in and pursuant to Section 10.12 of this Master Agreement; (v) in order to comply with any applicable law, regulation, or any exchange, control area or ISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party (“Disclosing Party”), other than to those entities set forth in subsection (vi); or (vi) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the Federal Energy Regulatory Commission. In connection with requests made pursuant to clause (v) of this Section 10.11 (“Disclosure Order”) each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (i) prohibited from complying with a Disclosure Order or (ii) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.”

(g) RPS Confidentiality. Add a new section to Article 10 as follows:

**“10.12 RPS Confidentiality.** Notwithstanding Section 10.11 of this Master Agreement at any time on or after the date on which the Buyer makes its advice filing letter seeking CPUC Approval of the Master Agreement either Party shall be permitted to disclose the following terms with respect to such Transaction: Party names, resource type, delivery term, project location, estimated annual deliveries, expected Date of Commercial Operation, Delivery Point, and project capacity. If Option B is checked on the Cover Sheet, neither Party shall disclose party name or project location, pursuant to this Section 10.12, until six months after such CPUC Approval.

(h) **Publicity.** Add a new Section to Article 10 as follows:

**“10.13 Publicity.** Except as provided for in Sections 10.11 and 10.12 above, no announcement, publicity, advertising, press release, promotional or marketing materials regarding the arrangement contemplated under this Master Agreement, including the existence hereof, shall be made by either Party without the prior written approval of the other Party which approval shall not be unreasonably withheld or delayed.”

(i) **Dispute Resolution.** Add a new section to Article 10 as follows:

**“10.14 Dispute Resolution.**

(a) If a dispute shall arise between the Parties relating to the interpretation of this Master Agreement or to performance of any Transaction under it, the Party desiring resolution of the dispute shall notify the other Party in writing. The notice shall set forth the matter in dispute in reasonable detail and a proposed solution.

(b) The Parties shall attempt to resolve any dispute within 30 calendar days after delivery of the written notice referred to above. Any disputes not so resolved shall be referred by each Party to a senior officer (or the officer's designee) for resolution. If the Parties fail to reach an agreement within 30 days after such referral, each Party shall have the right to pursue any and all remedies provided in this Master Agreement and as afforded by law.

(j) **10.15. Prevailing Wages.** To the extent applicable, Seller shall comply with the prevailing wage requirements of California Public Utilities Code section 399.14, subdivision (h).

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

**Party A – Bethel Energy, LLC**

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

Name: Len P. Daniel

Title: Manager

**Party B – San Diego Gas & Electric Company**

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

Name: Terry C. Farrelly

Title: Vice President-Electric and Gas Procurement

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# **EXHIBITS**

## **EXHIBIT A**

The contents of Exhibit A are deleted and replaced with the phrase “Intentionally Omitted.”



**EXHIBIT B**

**FORM OF LETTER OF CREDIT**

**[DATE]**

To: [Name and Address of Secured Party]

Re: Our Irrevocable Standby Letter of Credit No. \_\_\_\_\_  
In the Amount of US \_\_\_\_\_

Gentlemen:

We hereby open our irrevocable standby Letter of Credit Number \_\_\_\_\_ in favor of [name of Secured Party] ("Secured Party"), by order and for account of [name of Account Party] ("Account Party"), [address of Account Party], available at sight upon demand at our counters, at [location] for an amount of US\$ \_\_\_\_\_ [amount spelled out and xx/100 U.S. Dollars] against presentation one of the following documents:

1- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "[name of Account Party] ("Account Party") is in default under the agreement between Secured Party and Account Party dated \_\_\_\_\_ or under any transaction contemplated thereby (whether by failure to perform or pay any obligation thereunder or by occurrence of a "default", "event of default" or similar term as defined in such agreement, any other agreement between Secured Party and Account Party, or otherwise). The amount due to Secured Party is US \$ \_\_\_\_\_."

or

2- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "as of the close of business on \_\_\_\_ [insert date, which is less than 60 days prior to the expiration date of the Letter of Credit] you have provided written notice to us indicating your election not to permit extension of this Letter of Credit beyond its current expiry date. The amount due to Secured Party, whether or not a default has occurred, is U.S. \$ \_\_\_\_\_."

Special Conditions:

- All costs and banking charges pertaining to this Letter of Credit are for the account of Account Party.
- Partial and multiple drawings are permitted.
- Fax of Document 1 or 2 above acceptable.

This Letter of Credit expires on \_\_\_\_\_ at our counters.

We hereby engage with Secured Party that upon presentation of a document as specified under and in compliance with the terms of this Letter of Credit, this Letter of Credit will be duly honored in the amount stated in Document 1 or 2 above. If a document is so presented by 1:00 pm on any New York banking day, we will honor the same in full in immediately available New York funds on that day and, if so presented after 1:00 pm on a New York banking day, we will honor the same in full in immediately available New York funds by noon on the following New York banking day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary of such date, unless at least

ninety (90) days prior to any such expiry date we have sent you written notice by regular and registered mail or courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication No. 500 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 13(b) and 17 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of California.

[Name of Bank]

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Authorized Signature(s)

## **EXHIBIT C**

### **RESOURCE ADEQUACY**

Seller and Buyer agree that throughout the Delivery Term the Parties shall take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to enable Buyer to use the Facility Total Net Capacity to satisfy Buyer's Resource Adequacy Requirements.

## EXHIBIT D

### COMMERCIAL OPERATION CERTIFICATE

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The undersigned, \_\_\_\_\_ (“EPC Contractor”), \_\_\_\_\_ (“\_\_\_\_\_ Supplier”), \_\_\_\_\_ (“Licensed Professional Engineer”) and Bethel Energy, LLC (“Owner”) make the following certifications to San Diego Gas & Electric Company (“SDG&E”), dated as of \_\_\_\_\_. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Power Purchase and Sale Agreement dated \_\_\_\_\_ between Owner and SDG&E (the “Agreement”).

**[Major Generation Equipment] Supplier hereby certifies that:**

The \_\_\_\_\_ comprising the Facility have been erected and installed at the project site and have been commissioned as required under the Supply and Installation Agreement (“\_\_\_\_\_ Supply Agreement”) dated as of \_\_\_\_\_, by and between \_\_\_\_\_ Supplier and Owner and each such \_\_\_\_\_ has passed the performance testing required to be performed pursuant to the \_\_\_\_\_ Supply Agreement.

The Warranty Period under the Warranty Agreement (“Warranty Agreement”) dated as of \_\_\_\_\_, by and between \_\_\_\_\_ Supplier and Owner has commenced.

**EPC Contractor hereby certifies that:**

All requirements necessary to achieve [Commercial Operation/Substantial Completion] as set forth in the agreement between the EPC Contractor and Owner dated \_\_\_\_ (“EPC Contract”) have been completed and the Facility has successfully passed all performance tests at a level that demonstrates satisfaction of at least the [minimum performance guarantees].

**Owner hereby certifies that:**

1. Except for punch list items that would not materially affect the performance, reliability or safe operation of the Facility, the Facility has been completed in accordance with all applicable specifications and is ready for continuous commercial operation in compliance with all applicable laws and governmental approvals. The Facility has successfully passed all performance tests at a level that demonstrates satisfaction of at least the [insert minimum performance guarantees], and complete test reports have been submitted to Buyer.
2. The Operation and Maintenance Agreement (O&M Agreement), by and between Owner and \_\_\_\_\_ dated as of \_\_\_\_\_ has commenced.
3. Owner has a valid leasehold or real property interest in the Facility Site for a term of at least [\_\_\_\_] years from the Commercial Operation date.
4. The interconnection facilities have been completed in accordance with applicable specifications, tariffs, laws and governmental approvals to enable power generated by the Facility to be received at the Delivery Point.

5. Owner has obtained all governmental approvals necessary for the continuous commercial operation of the Facility and the Facility is in compliance with all such governmental approvals and all other applicable laws.

**Licensed Professional Engineer certifies that:**

1. We have read the Master Agreement, the [\_\_\_\_\_] Supply Contract, and the EPC Contract and we understand the requirements for Commercial Operation under the Master Agreement, the specifications and performance testing requirements under the [\_\_\_\_\_] Supply Contract, and the requirements for [Commercial Operation/Substantial Completion] under the EPC Contract.
2. We have reviewed the material and data made available to us by the Owner, the [\_\_\_\_\_] Supplier, and the EPC Contractor for the Facility.
3. To the extent practical, we have reviewed the engineering, procurement, construction and performance testing for the Facility and in the course of this review we have not discovered any material errors or omissions in the work performed to date.
4. We have reviewed the certificates of Owner, [\_\_\_\_\_] Supplier, and EPC Contractor above, and find the representations provided to be correct in all material respects.
5. We have reviewed all governmental approvals and permits identified by the Owner as being required for the construction and operation of the Facility and are of the opinion that the Facility as completed is in compliance in all material respects with the environmental and technical requirements contained therein.
6. Based on our review of the aforementioned information and of information provided to us by others which we have not independently verified, we are of the opinion that, as of, Commercial Operation has occurred as defined in the Master Agreement.

Executed this \_\_\_ day of \_\_\_, 200\_

\_\_\_\_\_ **SUPPLIER**

a \_\_\_\_\_ corporation

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

Name:

Title:

**EPC CONTRACTOR**

a \_\_\_\_\_ corporation

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

Name:

Title:

**OWNER**

a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**LICENSED PROFESSIONAL ENGINEER:**

a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED BY SDG&E:**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Exhibit E

### Contract Price Adjustments

The On-Peak Contract Prices shall be adjusted in accordance with Section 9.1 of the Confirmation and the relevant sections of the Internal Revenue Code (“IRC”) as follows:

The adjusted On-Peak Contract Price shall be equal to: (On Peak Contract Price in Section 9.1) + (ITC Adjustment from Table 1) + (5-Year MACRS Adjustment from Table 2) – (PTC Adjustment from Table 3).

**Table 1: Investment Tax Credit (“ITC”) Adjustment (\$/MWh)**

#### Scope of Benefits\*

	0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
<b>ITC Rate**</b>											
<b>30%</b>	\$4.28	\$3.83	\$3.38	\$2.93	\$2.48	\$2.03	\$1.58	\$1.13	\$0.68	\$0.23	\$0.00
<b>25%</b>	\$4.28	\$4.28	\$4.28	\$4.00	\$3.55	\$3.10	\$2.65	\$2.20	\$1.74	\$1.29	\$1.07
<b>20%</b>	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.17	\$3.71	\$3.26	\$2.81	\$2.36	\$2.14
<b>15%</b>	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$3.88	\$3.43	\$3.21
<b>10%</b>	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28

\*Scope of Benefits shall mean the percentage of qualified capital expenditures of the Facility eligible to receive ITCs.

\*\* ITC Rate shall mean the percentage rate established by the IRC to calculate the ITCs.

**Table 2: 5-Year Modified Accelerated Cost Recover System (“MACRS”) Adjustment (\$/MWh)**

#### Scope of Benefits\*

	0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
Adjustment	\$3.42	\$3.06	\$2.70	\$2.34	\$1.98	\$1.62	\$1.26	\$0.90	\$0.54	\$0.18	\$0.0

\* Scope of Benefits shall mean the percentage of qualified capital expenditures of the Facility eligible for the 5-Year MACRS.

**Table 3: Production Tax Credit (“PTC”) Adjustment (Assuming a 10 Year Applicability) \$/MWh**

#### Scope of Benefits\*

	0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
<b>PTC RATE**:</b>											
<b>\$0.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>\$2.50</b>	\$0.00	\$0.04	\$0.08	\$0.12	\$0.17	\$0.21	\$0.25	\$0.29	\$0.33	\$0.37	\$0.42
<b>\$5.00</b>	\$0.00	\$0.08	\$0.17	\$0.25	\$0.33	\$0.42	\$0.50	\$0.58	\$0.66	\$0.75	\$0.83
<b>\$7.50</b>	\$0.00	\$0.12	\$0.25	\$0.37	\$0.50	\$0.62	\$0.75	\$0.87	\$1.00	\$1.12	\$1.25
<b>\$10.00</b>	\$0.00	\$0.17	\$0.33	\$0.50	\$0.66	\$0.83	\$1.00	\$1.16	\$1.33	\$1.49	\$1.66
<b>\$12.50</b>	\$0.00	\$0.21	\$0.42	\$0.62	\$0.83	\$1.04	\$1.25	\$1.45	\$1.66	\$1.87	\$2.08
<b>\$15.00</b>	\$0.00	\$0.25	\$0.50	\$0.75	\$1.00	\$1.25	\$1.49	\$1.74	\$1.99	\$2.24	\$2.49
<b>\$17.50</b>	\$0.00	\$0.29	\$0.58	\$0.87	\$1.16	\$1.45	\$1.74	\$2.03	\$2.32	\$2.61	\$2.91
<b>\$20.00</b>	\$0.00	\$0.33	\$0.66	\$1.00	\$1.33	\$1.66	\$1.99	\$2.32	\$2.66	\$2.99	\$3.32
<b>\$22.50</b>	\$0.00	\$0.37	\$0.75	\$1.12	\$1.49	\$1.87	\$2.24	\$2.61	\$2.99	\$3.36	\$3.74
<b>\$25.00</b>	\$0.00	\$0.42	\$0.83	\$1.25	\$1.66	\$2.08	\$2.49	\$2.91	\$3.32	\$3.74	\$4.15
<b>\$27.50</b>	\$0.00	\$0.46	\$0.91	\$1.37	\$1.83	\$2.28	\$2.74	\$3.20	\$3.65	\$4.11	\$4.57

<b>\$30.00</b>	\$0.00	\$0.50	\$1.00	\$1.49	\$1.99	\$2.49	\$2.99	\$3.49	\$3.98	\$4.48	\$4.98
<b>\$32.50</b>	\$0.00	\$0.54	\$1.08	\$1.62	\$2.16	\$2.70	\$3.24	\$3.78	\$4.32	\$4.86	\$5.40
<b>\$35.00</b>	\$0.00	\$0.58	\$1.16	\$1.74	\$2.32	\$2.91	\$3.49	\$4.07	\$4.65	\$5.23	\$5.81
<b>\$37.50</b>	\$0.00	\$0.62	\$1.25	\$1.87	\$2.49	\$3.11	\$3.74	\$4.36	\$4.98	\$5.60	\$6.23
<b>\$40.00</b>	\$0.00	\$0.66	\$1.33	\$1.99	\$2.66	\$3.32	\$3.98	\$4.65	\$5.31	\$5.98	\$6.64
<b>\$42.50</b>	\$0.00	\$0.71	\$1.41	\$2.12	\$2.82	\$3.53	\$4.23	\$4.94	\$5.64	\$6.35	\$7.06
<b>\$45.00</b>	\$0.00	\$0.75	\$1.49	\$2.24	\$2.99	\$3.74	\$4.48	\$5.23	\$5.98	\$6.72	\$7.47
<b>\$47.50</b>	\$0.00	\$0.79	\$1.58	\$2.37	\$3.15	\$3.94	\$4.73	\$5.52	\$6.31	\$7.10	\$7.70

\*Scope of Benefits shall mean the percentage of total annual estimated Output eligible for PTCs.

\*\*PTC Rate shall mean the dollar per MWh value of the PTC.

**Calculation Example:**

<b>Tax Benefits</b>	<b>Assumptions</b>
ITC Rate	25%
ITC Scope	60%
Scope of MACRS	60%
Scope of PTC	60%
PTC Rate	\$10.00 MWh
<b>Price Calculations/Adjustments</b>	
	<b>\$/MWh</b>
Summer On-Peak Contract Price	\$110.52
ITC Adjustments to Contract Price	+ \$ 2.65
MACRS Adjustment to Contract Price	+ \$ 1.26
PTC Adjustment to Contract Price	- \$ 1.00
<b>Adjusted Contract Price</b>	<b>\$113.43</b>

**OTHER:**

The maximum by which On-Peak Contract Price can be adjusted is \$7.70/MWh.

If Seller is eligible to receive tax benefits not listed herein applicable to renewable energy, the Parties agree to negotiate in good faith to proportionately reduce the Contract Price adjustment listed herein. Except for such reduction, no other factors shall be used to adjust the Contract Price.

Off-Peak and Semi-Peak Contract Prices are not subject to adjustments.



**EXHIBIT F-1**

**FORM OF QUARTERLY PROGRESS REPORT**

**Quarterly Progress Report  
of  
Bethel Energy, LLC**

**(“Seller”)**

**provided to  
San Diego Gas & Electric Company**

**[Date]**

## **Table of Contents**

**[TBD]**

## 1.0 Instructions.

All capitalized terms used in this report shall have the meanings set forth below and any capitalized terms used in this report which are not defined below shall have the meanings ascribed thereto in the Master Power Purchase and Sale Agreement by and between \_\_\_\_\_ ("Seller") and San Diego Gas & Electric Company dated \_\_\_\_\_, 2004 (the "Agreement").

Seller shall review the status of each significant element of the Facility Schedule provided pursuant to Section 10.0 of the Confirmation and Seller shall identify such matters referenced in clauses (i)-(v) below as known to Seller and which in Seller's reasonable judgment are expected to adversely affect the Project or the Facility Schedule, and with respect to any such matters, shall state the actions which Seller intends to take to ensure that Conditions and the Milestones will be attained by their required dates. Such matters may include, but shall not be limited to:

(i) Any material matter or issue arising in connection with a Governmental Approval, or compliance therewith, with respect to which there is an actual or threatened dispute over the interpretation of a law or regulation, actual or threatened opposition to the granting of a necessary Governmental Approval, any organized public opposition, any action or expenditure required for compliance or obtaining approval that Seller is unwilling to take or make, or in each case which could reasonably be expected to materially threaten or prevent financing of the Project, attaining any Condition or Milestone, or obtaining any contemplated agreements with other parties which are necessary for attaining any Condition or Milestone or which otherwise reasonably could be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(ii) Any development or event in the financial markets or the independent power industry, any change in taxation or accounting standards or practices or in Seller's business or prospects which reasonably could be expected to materially threaten financing of the Project, attainment of any Condition or Milestone or materially threaten any contemplated agreements with other parties which are necessary for attaining any Condition or Milestone or could otherwise reasonably be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(iii) A change in, or discovery by Seller of, any legal or regulatory requirement which would reasonably be expected to materially threaten Seller's ability to attain any Condition or Milestone;

(iv) Any material change in the Seller's schedule for initiating or completing any material aspect of Project;

(v) The status of any matter or issue identified as outstanding in any prior Quarterly Report and any material change in the Seller's proposed actions to remedy or overcome such matter or issue.

Seller shall complete, certify, and deliver this form Quarter Quarterly Progress Report to [\_\_\_\_\_], together with all attachments and exhibits, with [3] copies of the Report delivered to [\_\_\_\_\_] and [\_\_\_\_\_].

## **2.0 Executive Summary.**

### **2.1 Major activities to be performed for each aspect of the Project during the current calendar quarter.**

Please provide a brief summary of the Major<sup>1</sup> activities to be performed for each of the following aspects of the Project during the current calendar quarter:

- 2.1.1 Design
- 2.1.2 Engineering
- 2.1.3 Major Equipment procurement
- 2.1.4 Construction
- 2.1.5 Milestone report
- 2.1.6 Permitting (See Section 3.0)

### **2.2 Major activities scheduled to be performed in the previous calendar quarter but not completed as scheduled.**

Please provide a brief summary of the Major activities which were scheduled to be performed in the previous calendar quarter and their status, including those activities that were not completed as scheduled:

- 2.2.1 Design
- 2.2.2 Engineering
- 2.2.3 Major Equipment procurement
- 2.2.4 Construction
- 2.2.5 Milestone report
- 2.2.6 Permitting

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<sup>1</sup> For Purposes of this Report, “Major” shall mean any activity, event, or occurrence which may have a material adverse impact on the construction of the Facility or completion of the Project on a timely basis if such activity, event, or occurrence occurs or if such activity, event, or occurrence fails to occur as anticipated or scheduled, which material adverse impact includes, but is not limited to, Seller’s inability to achieve a Milestone Date.

**3.0 Permitting.**

The following describes each of the Major Governmental Approvals required for the construction of the Facility and the status of each:

**3.1 State and/or federal Governmental Approvals.**

Please describe each of the Major state and/or federal Governmental Approval (including the Permit to Construct issued by the San Diego County Air Pollution Control District) to be obtained by Seller (or EPC Contractor) and the status of each.

DESCRIPTION	STATUS

**3.2 Local and/or county Governmental Approvals.**

Please describe each of the Major local and/or county Governmental Approvals to be obtained by Seller and the status of each.

DESCRIPTION	STATUS

**3.3 Permitting activities which occurred during the previous calendar quarter.**

Please list all permitting activities which occurred during the previous calendar quarter.

**3.4 Permitting activities occurring during the current calendar quarter.**

Please list all permitting activities which are expected to occur during the current calendar quarter.

### **3.5 Permitting Notices received from EPC Contractor.**

Please attach to this Quarterly Progress Report copies of any notices related to permitting activities received from EPC Contractor during the previous calendar quarter.

**4.0 Design Activities.**

**4.1 Table of design schedule to be followed by Seller and its subcontractors.**

The following table lists the design schedule to be followed by Seller and its subcontractors.

ACTIVITY	CONTRACTOR/ SUBCONTRACTOR	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE

**4.2 Design activities to be performed during the current calendar quarter.**

Please explain in detail the design activities which are expected to be performed during the current calendar quarter.

**4.3 Table of design activities completed during the previous calendar quarter.**

Please explain in detail the design activities which were completed during the previous calendar quarter.





**6.2 Major Equipment procurement activities to be performed during the current calendar quarter.**

Please explain in detail the major equipment procurement activities which are expected to be performed during the current calendar quarter.

**6.3 Major Equipment procurement activities completed during the previous calendar quarter.**

Please explain in detail the major equipment procurement activities which were completed during the previous calendar quarter.

**7.0 Construction Activities.**

**7.1 Table of construction activities to be performed by Seller and its subcontractors.**

The following tables lists construction activities to be performed by Seller and its subcontractors:

ACTIVITY	CONTRACTOR/ SUBCONTRACTOR	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE
Civil Progress			
Structural Progress			
[Steam] Generator Progress			
Piping Progress			
IC and Electrical Progress			
Subcontractor Progress			

**7.2 Construction activities to be performed during the current calendar quarter.**

Please explain in detail the construction activities which are expected to be performed during the current calendar quarter.

**7.3 Construction activities completed during the previous calendar quarter.**

Please explain in detail the construction activities which are expected to be performed during the previous calendar quarter.

**7.4 EPC Contractor Monthly Progress Report.**

Please attach a copy of the Monthly Progress Reports received during the previous calendar quarter from the EPC Contractor pursuant to the EPC Contract, certified by the EPC Contractor as being true and correct as of the date issued.

**7.5 Three-month look-ahead construction schedule.**

Please provide a three-month look ahead construction schedule.

## **8.0 Milestones.**

### **8.1 Milestone schedule.**

Please state the status and progress of each Milestone and identify any completed Milestone(s) for the previous calendar quarter.

### **8.2 Remedial Action Plan (applicable if Seller fails to achieve Milestone by the Milestone Date).**

Please explain in detail each of the following aspects of Seller's remedial action plan:

#### 8.2.1 Missed Milestone

#### 8.2.2 Plans to achieve missed Milestone

#### 8.2.3 Plans to achieve subsequent Milestone

#### 8.2.4 Delays in engineering schedule

Please explain in detail any delays beyond the scheduled Milestone Dates stated in Section 5.1, any impact from the delays on the engineering schedule, and Seller's plans to remedy such impact.

#### 8.2.5 Delays in Major Equipment procurement

Please explain in detail any delays beyond the contracted delivery date and/or the projected installation date stated in Section 6.1, any impact from the delays on Major Equipment procurement schedule, and Seller's plans to remedy such impact.

#### 8.2.6 Delays in construction schedule

Please explain in detail any delays beyond the scheduled completion dates stated in Section 7.1, any impact from the delays on the construction schedule, and Seller's plans to remedy such impact.

## **9.0 Safety and Health Reports**

### **9.1 Please list all accidents from the previous calendar quarter:**

### **9.2 Any work stoppage from the previous calendar quarter:**

**9.3 Work stoppage impact on construction of the Facility:**

I, \_\_\_\_\_, on behalf of and as an authorized representative of, do hereby certify that any and all information contained in the attached Seller's Quarterly Progress Report is true and accurate, and reflects, to the best of my knowledge, the current status of the construction of the Facility as of the date specified below.

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

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

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

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

**EXHIBIT F-2**

**FORM OF PROGRESS REPORT TO CALIFORNIA PUBLIC UTILITY COMMISSION**

<p><b>RPS Project Development Status Report</b></p> <p><b>[Contract Name Here]</b></p> <p><b>For [Month &amp; Year here]</b></p>			
Date of Latest Construction Progress Report from Counterparty:			
Project Owner/Counterparty:			
Technology:			
Capacity (MW):	Annual Energy (GWh/year):		
On-Line Date:	Term/Duration (years):		
Construction Start Date:	Point of Delivery:		
Location:			
<b>Status At-A-Glance</b>			
The below to be filled in w/ either: Completed, Acceptable, Unknown, or Concern. See Section B for a description of milestones. When the answer is "Concern" the milestone should be flagged with a notation number where additional detail is provided in Section A.			
<b>Milestones</b>	<b>Status</b>	<b>Initial Completion Date</b>	<b>Projected Completion Date</b>
Fuel/Resource Supply:			
Financing:			
Corporate Financing			
Project Financing			
Site Control (100%):			
Permitting:			
Engineering:			
Major Equipment Procurement:			
Construction:			
Startup Testing and Commissioning:			
Transmission:		See Below	See Below
<b>Transmission - Detail (see Section C)</b>			
Dependent Transmission Upgrade(s):			
Scheduled Completion:			
Point of Interconnection:			
Early Interconnection:			
Gen-Tie Length:			
Gen-Tie Voltage:			
ISO Queue Position:			
Feasibility Study (FS):			
System Impact Study (SIS):			
Facilities Study (FAS):			
Remedial Action Plan:			
Additional Comments:			
Date of Preparation:			

**A. Notes for Project Development Status**

Please elaborate on any "Concern" responses in the matrix on the front page by copying the number it is tagged with here and provide further details. If there are changes between original schedule and/or previous status, please note

what caused the change, if the change will have any affect on the plant on-line date, and what would be required to bring the parameter back to status quo or on schedule.

- 1.
- 2.
- 3.

## **B. Instructions for Completing Status Report**

**General:** Any box can be expanded as necessary to accommodate relevant information, but the matrix information should be succinct and, if necessary, flagged with a notation number where additional detail is provided in the Notes section. Also, the Date that the matrix is developed should be entered at the bottom of the table to ensure that a reviewer understands the timing of the assessment and to allow for keeping track of updates if later versions are submitted.

If **Capacities** and **Annual Energies** change over time through routine anticipated degradation, specify the first year value. For Annual Energy, specify a standard full-year value, rather than a partial-year value that incorporates the effect of a mid-year in-service date. If capacity and energy change over the course of the contract, because of the development or retirement of discrete project phases, show the year that each new level of capacity or energy takes effect (e.g., 2012: XXX).

**Fuel/Resource Supply** - Note what source studies (e.g., geothermal steam, biomass availability, wind regime, etc.) have been conducted and the strength of their conclusions. Also, fuel delivery issues should be identified.

**Financing** - Where the financing process stands (e.g., equity commitment secured).

**Site Control** – (1) Indicate % of site control, (2) whether developer owns, leases, or has an option on the site, and (3) timing to secure 100% site control

**Permitting** – Status of required licenses or permits for the construction and operation of the new facility (e.g., air emissions, water supply, wastewater discharge or disposal, land use, etc.).

**Engineering** – Status of project engineering.

**Major Equipment Procurement** – Status of major equipment procurement (e.g., wind turbines).

**Construction** – Has developer planned for, selected, or acquired all necessary equipment and construction (e.g., A/E, EPC) contracts.

**Start-up Testing & Commissioning** – Status of project start-up testing and commissioning

## **C. Transmission – Detailed Discussion**

**Dependent Transmission Upgrade(s)** - Name of the critical bulk transmission upgrades needed for this project (e.g., Tehachapi Phase 2).

**Scheduled Completion** - Provide scheduled completion date for any dependent transmission upgrades described above (mm/dd/yy)

**Point of Interconnection** - Provide substation name and voltage (e.g. Midway 230 kV)

**Early Interconnection (EI)** – If early interconnection is being considered, please provide (1) estimated date of EI, (2) EI type (e.g., temporary, conditional firm, energy only, etc), (3) maximum MW accommodated (may be less than full project MW), and (4) frequency of expected curtailment (e.g., 20%)

**Gen-Tie Length** - Provide length of gen-tie between generating facility and point of interconnection (in miles)

**Gen-Tie Voltage** - Provide operating voltage of gen-tie (e.g. 66 kV, 115 kV, 230 kV)

**ISO Queue Position** - Provide position number assigned in the California ISO Controlled Grid Generation Queue

**Feasibility Study (FS)** - Indicate status with one of the following responses: NA, Waived, In Progress, Complete, or leave blank (i.e. not yet started)

**System Impact Study (SIS)** - Indicate status with one of the following responses: In Progress, Complete, or leave blank (i.e. not yet started)

**Facilities Study (FAS)** - Indicate status with one of the following responses: In Progress, Complete, or leave blank (i.e. not yet started)

## EXHIBIT G

### OUTAGE NOTIFICATION FORM

## OUTAGE NOTIFICATION FORM

*This form may be used to comply with CAISO's outage notification requirements for both planned and forced outages. Report outages as soon as possible by submitting form via email to [TSched@SempraUtilities.com](mailto:TSched@SempraUtilities.com) or via fax at (858) 650-6191.*

Request Type:  
 New Scheduled Maintenance Outage

Previous Notification (if applicable)

Date Sent: \_\_\_\_\_ mm/dd/yyyy  
 Time Sent: \_\_\_\_\_ hh:mm

Generator Name: \_\_\_\_\_  
 Location Code: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(For times, use 24hr format)  
 Today's Date: \_\_\_\_\_ mm/dd/yyyy  
 Current Time: \_\_\_\_\_ hh:mm

Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Outage Start Date: \_\_\_\_\_ mm/dd/yyyy  
 Outage Start Time: \_\_\_\_\_ hh:mm

Alternate Name: \_\_\_\_\_  
 Alternate Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Outage End Date: \_\_\_\_\_ mm/dd/yyyy  
 Outage End Time: \_\_\_\_\_ hh:mm

Outage Duration: \_\_\_\_\_  
 MW Available During Outage: \_\_\_\_\_  
 MW Unavailable During Outage: \_\_\_\_\_  
 RMR Unit?  Yes/No

**System** (Select One)

- |  |  |  |
|--|--|--|
| <input checked="" type="radio"/> Boiler<br>Codes 0010-1999 | <input type="radio"/> Generator<br>Codes 4500-4899                   | <input type="radio"/> Regulatory, Safety, Environmental<br>Codes 9504-9720 |
| <input type="radio"/> Balance of Plant<br>Codes 3110-3999  | <input type="radio"/> Pollution Control Equipment<br>Codes 8000-8835 | <input type="radio"/> Others<br>Codes 9900-9999                            |
| <input type="radio"/> Steam Turbine<br>Codes 4000-4499     | <input type="radio"/> External<br>Codes 9000-9040                    |  |

**Cause Code Ranges / Affected Component**

(Select One)

**Cause Code / Component Problem**

(Select One)

**Comments**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_