FOURTH AMENDMENT

to

POWER PURCHASE AGREEMENT

This Fourth Amendment to Power Purchase Agreement (the "Fourth Amendment") is made and entered into by San Diego Gas & Electric Company ("Buyer"), a California corporation, and Ocotillo Express LLC ("Seller"), a Delaware limited liability company, as of October 11, 2016.

RECITALS

- A. Seller and Buyer are Parties to that certain Power Purchase Agreement, dated as of February 1, 2011, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 28, 2011, that certain Second Amendment to Power Purchase Agreement, dated as of February 14, 2012 and that Third Amendment to Power Purchase Agreement, dated as of September 14, 2012, (as amended, the "Agreement"), under which, among other things, Seller will sell to Buyer, and Buyer will purchase from Seller, the Product as described therein.
- B. In connection with FERC Order No. 764, the CAISO amended its Tariff to establish new scheduling procedures for variable energy resources.
- C. Seller and Buyer now desire to amend the Agreement in order to implement the new scheduling procedures in the CAISO Tariff as set forth in this Fourth Amendment.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

- 1. <u>Definitions</u>. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement.
- 2. <u>Effectiveness of this Fourth Amendment</u>. This Fourth Amendment is in full force and effect on the date hereof.

3. Amendments.

a. Section 1.1 of the Agreement is amended by adding the following defined terms in alphabetical order (where any of the following terms are already defined in Section 1.1, such terms in Section 1.1 shall be replaced in their entirety with the corresponding term below, and where any of the following terms are not already defined in Section 1.1, such terms below shall be added to Section 1.1 in alphabetical order):

"Corrected Delivery Forecast" means, for any period, the product of the Correction Factor for such period times the Delivery Forecast for such period.

"Correction Factor" means, for each month, the ratio of (i) the sum of all Delivered Energy for such month actually delivered during CAISO settlement intervals where there was no Planned Outage, Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault (i.e., all Delivered Energy during such month less all Delivered Energy during settlement intervals in such month where such events occurred), divided by (ii) the sum of all energy forecasted to be delivered under the Delivery Forecast during CAISO settlement intervals in such month where there was no Planned Outage, Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault (i.e. all Delivered Forecast energy during such month less all Delivered Forecast energy during settlement intervals in such month where such events occurred). In any month or months in which there are less than 500 total hours of CAISO settlement intervals that are not impacted by Planned Outage, Forced Outage, Force Majeure, Economic Dispatch Down, System Dispatch Down, or CAISO fault, data from earlier months (until the hour quantity above is achieved) shall be included to determine the Correction Factor.

"Deemed Delivered Energy" means the amount of Energy that Seller could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of Economic Dispatch Down. The quantity of Deemed Delivered Energy shall be equal to (a) the Corrected Delivery Forecast of Energy corresponding to the applicable Economic Dispatch Down periods, whether or not Seller is participating in the VER Forecasting Program during such events, less the amount of Energy scheduled under Economic Dispatch Down as specified in the Dispatch Notice during such periods, and less any amount of Energy that was not delivered associated with any concurrent Planned Outage, Forced Outage, Force Majeure, any System Dispatch Down, and/or CAISO fault but only to the extent the Corrected Delivery Forecast does not already reflect the foregoing provided that, if the applicable amount calculated pursuant to this clause (a) is negative, the Deemed Delivered Energy shall be zero (0), or (b) if there is no such Corrected Delivery Forecast available during the applicable Economic Dispatch Down periods, the amount of Energy that Seller could reasonably have delivered to Buyer but was prevented from delivering to Buyer as a result of Economic Dispatch Down as determined by Buyer and Seller in a commercially reasonable manner with reference to the wind turbines' power curve and applicable meteorological data, which amount shall not include any amount of Energy that was not delivered associated with any concurrent Planned Outage, Forced Outage, Force Majeure, any System Dispatch Down, and/or CAISO fault.

"Delivery Forecast" means the forecast of the Energy to be produced by the Project prepared by the CAISO or its agent, or by Seller or its agent if Seller is certified by CAISO to substitute Seller's forecast for CAISO's forecast, in accordance with the VER Forecasting Program, and communicated to the Scheduling Coordinator, which forecast is the last such forecast prepared in advance of the operating interval that does not reflect the curtailment of production as a result of Economic Dispatch Down periods. As of the Execution Date, such Delivery Forecast is the CAISO forecast generated through its Resource Specific VER Forecast Usage Report.

"Dispatch Down Period" means the period of curtailment of delivery of Product from the Project resulting from System Dispatch Down or Economic Dispatch Down.

"Dispatch Notice" means the operating instruction, and any subsequent updates given either by Buyer to Seller or by the CAISO to Seller, directing Seller to operate the Project at a specified megawatt output for the period of time set forth in such order.

"Economic Dispatch Down" means curtailment of delivery of Product from the Project that is the result of economic curtailment where Buyer (as the Scheduling Coordinator) or a third party Scheduling Coordinator (in accordance with Buyer's directions) either submits a self-schedule with a binding Product quantity or an economic bid in the applicable CAISO market or fails to submit any such schedule or bid, in either case, that when implemented by the CAISO results in an otherwise available Product quantity not being scheduled or awarded in such CAISO market and such curtailment is not concurrently the result of a Planned Outage, Forced Outage, Force Majeure, System Dispatch Down, and/or CAISO fault.

"PNode" has the meaning set forth in the CAISO Tariff.

"System Dispatch Down" means curtailment of delivery of Product from the Project resulting from (a) curtailment ordered by the CAISO (whether directly or through the Scheduling Coordinator or the Participating Transmission Owner), for any reason, including, but not limited to, an Exceptional Dispatch (as defined in the CAISO Tariff), any system emergency as defined in the CAISO Tariff ("System Emergency"), any warning of an anticipated System Emergency, or any warning of an imminent condition or situation which could jeopardize the CAISO's or Participating Transmission Owner's electric system integrity or the integrity of other systems to which the CAISO or Participating Transmission Owner is connected; (b) curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or subtransmission system) for reasons related to any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions; (c) curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) as a result of scheduled or unscheduled maintenance or construction on the Participating Transmission Owner's transmission facilities or distribution operator's facilities interconnected to distribution or sub-transmission system) that prevents the

delivery or receipt of Delivered Energy to or at the Delivery Point, (d) curtailment in accordance with Seller's obligations under its interconnection agreement with the Participating Transmission Owner or distribution operator; provided, however, that System Dispatch Down shall not include Economic Dispatch Down.

"VER Forecasting Program" means the rules, protocols, procedures and standards for Participating Intermittent Resources under the CAISO's Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff.

- b. Section 1.1 of the Agreement is further amended by deleting the definition of "PIRP" or "Participating Intermittent Resource Program" in its entirety where it appears therein.
- c. Section 3.1(d) of the Agreement is amended by adding the following phrase at the end of the only sentence of such Section: "and for financial settlement purposes under the applicable CAISO market, the PNode corresponding to such point."
- d. Section 3.1(h)(ii) of the Agreement is amended by adding the following phrase immediately after the term "during Dispatch Down Periods" where it appears in the first sentence: "(except that Buyer shall not be excused from paying for the Product as required under Section 3.4 during periods of Economic Dispatch Down)."
- e. Section 3.3(a) of the Agreement is amended by replacing such section in its entirety with the following:
 - VER Forecasting Program Requirements. Seller shall cause the Project to become a Participating Intermittent Resource including executing all necessary documents to become a Participating Intermittent Resource. Seller shall be responsible for all CAISO forecasting fees and related charges associated with the Project becoming a Participating Intermittent Resource and participating in the VER Forecasting Program. Seller and Buyer shall comply with the VER Forecasting Program, and all additional protocols issued by the CAISO relating to Participating Intermittent Resources, including the VER Forecasting Program, for the Delivery Term, and Buyer, as Scheduling Coordinator, shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to assist Seller's participation in and compliance with the VER Forecasting Program and such additional protocols. Buyer and Seller acknowledge that Seller has provided to Buyer a copy of the notice from the CAISO certifying the Project as a Participating Intermittent Resource prior to the Commercial Operation Date. In the event that the VER Forecasting Program or the CAISO Tariff and/or any protocols relating thereto are changed, amended, modified replaced or terminated, Seller and Buyer agree to comply with such revisions and, to the extent practical, to implement such revisions in a manner that maintains the relative economic positions of the Parties as of the date of this Agreement. To the extent a change in Law or CAISO rule or regulation occurs

after the Execution Date that makes Seller's compliance with its obligations under this Section 3.3(a) more costly or burdensome, then subject to Section 4.5 Seller shall not be in breach of such obligations if Seller has used commercially reasonable efforts to comply with such change in Law or CAISO rule or regulation as it pertains to such obligations.

- f. Section 3.3(b)(i) of the Agreement is amended by replacing such section in its entirety with the following:
 - Buyer as Scheduling Coordinator for the Project. Upon initial synchronization of the Project to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Project for both the delivery and the receipt of the Product at the Delivery Point. At least thirty (30) days prior to the initial synchronization of the Project to the CAISO Grid, each Party shall take all actions and execute and deliver to the other Party and the CAISO all documents necessary to authorize or designate Buyer as Seller's Scheduling Coordinator for the Project effective as of initial synchronization of the Project to the CAISO Grid. On and after initial synchronization of the Project to the CAISO Grid, Seller shall not authorize or designate any other party to act as Seller's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as Seller's Scheduling Coordinator unless Buyer fails to perform its duties as Scheduling Coordinator and such failure has matured into an Event of Default or as otherwise agreed to by Buyer, in which case, the Parties shall negotiate in good faith to amend this Agreement as necessary to cause Seller or its designee to be the Scheduling Coordinator. Buyer (as Seller's SC) shall submit Schedules to the CAISO based on the final Schedule developed in accordance with this Agreement, the operating procedures developed by the Parties pursuant to Section 3.10, and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, or real time basis, as determined by Buyer. Buyer (as Seller's SC) shall submit Schedules and any updates to such Schedules to the CAISO based on the most current forecast of Delivered Energy consistent with the VER Forecasting Program whenever the VER Forecasting Program is available, and consistent with Buyers' best estimate of Delivered Energy based on the information reasonably available to Buyer including Seller's forecast whenever the VER Forecasting Program is not available. In all cases, consistent with its Economic Dispatch Down curtailment rights, Buyer (as the Scheduling Coordinator) may, or may direct the third party Scheduling Coordinator to, submit a self-schedule or an economic bid in the applicable CAISO market in order to Schedule the Product with the CAISO. Buyer shall perform its duties as Scheduling Coordinator in good faith and in accordance with the CAISO Tariff and Good Industry Practice.
- g. Section 3.3(b)(iii) of the Agreement is amended by replacing such section in its entirety with the following:

- (iii) CAISO Costs and Revenues. Except as otherwise set forth below, in Section 3.4(c)(ii), and elsewhere in this Agreement, Buyer (as Seller's SC) shall be responsible for CAISO costs (including penalties, Negative Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Positive Imbalance Energy revenues or costs, and other payments) as the Scheduling Coordinator for the Project, including revenues associated with CAISO dispatches, bid cost recovery, inter-SC trade credits, or other credits in respect of the Product Scheduled or delivered from the Project. Seller shall be responsible for all CAISO charges or penalties net of credits and payments (including without limitation all Imbalance Energy costs), in each case, resulting from the Seller not notifying the CAISO and Buyer (as Seller's SC) of outages or other unavailability of Project capacity in a timely manner (in accordance with the CAISO Tariff and as set forth in Section 3.7) or any other failure by Seller to abide by the CAISO Tariff (except, for the avoidance of doubt, for energy imbalances in the ordinary course or where such non-compliance is caused by Buyer's failure to perform its obligations hereunder as Seller's SC). The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges or other CAISO charges associated with the Project not providing sufficient Resource Adequacy capacity are the responsibility of the Seller and for Seller's account; provided, however, that if, at any time during the Delivery Term, the amount of Non-Availability Charges incurred by the Project for a Contract Year (netted against the Availability Incentive Payments received by the Project for that Contract Year) exceed the Non-Availability Charge Cap, Buyer shall pay such amount in excess of the Non-Availability Charge Cap for such Contract Year. Furthermore, for future Contract Years, Buyer and Seller agree that Buyer may elect in its sole discretion: (A) to retain the Resource Adequacy qualification for all of the eligible Contract Capacity of the Project; or (B) to withdraw all or a portion of the eligible Contract Capacity of the Project from Buyer's Resource Adequacy requirements. Buyer and Seller shall use reasonable efforts to mitigate the Non-Availability Charges. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Project or to Buyer as Scheduling Coordinator, the cost of the sanctions or penalties shall be the Seller's responsibility to the extent such sanctions or penalties are due to the actions or inactions of Seller.
- h. Section 3.3(e) of the Agreement is amended by replacing such section in its entirety with the following:
 - (e) <u>Daily Delivery Schedules</u>. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, Seller shall provide Buyer with a non-binding forecast of the Project's available capacity (or if the VER Forecasting Program is not available for any reason, the expected Delivered Energy) for each hour of the immediately succeeding day ("Day-Ahead Forecast"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include Schedules for the immediate day, each succeeding non-

Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the Project's available capacity (or if the VER Forecasting Program is not available for any reason, the expected Delivered Energy). Seller may not change such Schedule past the deadlines provided in this section except in the event of a Forced Outage or Schedule change imposed by Buyer or the CAISO, in which case Seller shall promptly provide Buyer with a copy of any and all updates to such Schedule indicating changes from the then-current Schedule. These notices and changes to the Schedules shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein, then for such unscheduled delivery period only Buyer shall rely on the delivery Schedule provided in the Monthly Delivery Forecast or Buyer's best estimate based on information reasonably available to Buyer and Seller shall be liable for Scheduling and delivery based on such Monthly Delivery Forecast or Buyer's best estimate.

i. Section 3.4 of the Agreement is amended by replacing such section in its entirety with the following:

3.4. <u>Dispatch Notices</u>.

- (a) <u>General</u>. Seller shall reduce delivery amounts as directed by the CAISO, the Participating Transmission Owner, Buyer, or a Transmission Provider during any Dispatch Down Period.
- (b) System Requirements. Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary for Seller to respond and follow instructions, including an electronic signal conveying real time instructions, to operate the Project as directed by the Buyer and/or the CAISO, including to implement a System Dispatch Down or an Economic Dispatch Down in accordance with the then-current methodology used to transmit such instructions as it may change from time to time. As of the Execution Date, the systems required to comply with clause (i) include at a minimum the CAISO's Automatic Dispatch System (as described in the CAISO website) and the systems required to comply with clause (ii) include at a minimum the CAISO'S Application Programming Interfaces (as described in the CAISO website). If at any time during the Delivery Term Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies, Seller shall take all commercially reasonable steps necessary to become compliant as soon as possible. Seller shall be liable pursuant to Section 3.4(c)(ii) for failure to comply with an order directing a Dispatch Down Period, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies, unless such methodologies have changed and Seller is using commercially reasonable efforts to become compliant with such changed methodologies. For the avoidance of doubt, an order directing a Dispatch Down Period via such systems and facilities shall have the same force

and effect on Seller as any other form of communication. If an electronic submittal is not possible, Buyer and/or the CAISO may provide Dispatch Notices by (in order of preference) electronic mail, telephonically, or facsimile transmission to Seller's personnel designated to receive such communications, as provided by Seller in writing and Seller shall maintain communications systems necessary to permit such transmittal of Dispatch Notices. The Parties shall describe with more specificity the Economic Dispatch Down process (including the automated communication process for Dispatch Notices) in the operating procedures developed by the Parties pursuant to Section 3.10.

- (c) Economic Dispatch Down. Before or after the Commercial Operation Date, each of Buyer and the CAISO has the right to order Seller to curtail deliveries of Energy from the Project to the Delivery Point for Economic Dispatch Down purposes, seven days per week and 24 hours per day (including holidays), by providing Dispatch Notices and updated Dispatch Notices to Seller electronically via the communications systems described in Section 3.4(b), subject to the requirements and limitations set forth in this Agreement, including the Project operating restrictions set forth in Exhibit H. Each Dispatch Notice will be effective unless and until Buyer (or the CAISO) modifies such Dispatch Notice by providing Seller with an updated Dispatch Notice. In addition to any other requirements set forth or referred to in this Agreement, all Dispatch Notices and updated Dispatch Notices will be made in accordance with the timelines as specified in the CAISO Tariff. Seller agrees to adjust the Project's Delivered Energy as set forth in a Dispatch Notice that meets the requirements of Economic Dispatch Down.
- (i) <u>Buyer Payments</u>. For each month following the Commercial Operation Date, Buyer shall pay Seller, in accordance with the billing and payment provisions of Article Six, in addition to any amount due under Article 4 for Energy delivered (including for Energy delivered during such periods of Economic Dispatch Down when Seller is not directed to curtail all generation from the Project) during such month, an amount equal to the product of the Energy Price times the amount of Deemed Delivered Energy resulting from such Economic Dispatch Down plus the product of the after tax value of any lost PTC benefits (in dollars per megawatt hour) that Seller has not been able to mitigate after use of reasonable efforts times the amount of Deemed Delivered Energy resulting from such Economic Dispatch Down.
- (ii) Failure to Comply. If Seller fails to comply with a Dispatch Notice, then, for the deviation between the Delivered Energy and the amount set forth in the Dispatch Notice, Seller shall pay Buyer an amount equal to the sum of (A) + (B) + (C) + (D), where: (A) is the amount, if any, paid to Seller by Buyer for any Delivered Energy in excess of the amount set forth in the Dispatch Notice (for example, the Energy Price adjusted by TOD Factors), (B) is all Imbalance Energy costs or charges (excluding any revenues or credits) resulting from Seller's failure to comply with the Dispatch Notice, (C) is any penalties or other charges resulting from Seller's failure to comply with the

Dispatch Notice, and (D) is the positive value of the Sales Price, if received, times the amount of Energy sold to third parties in violation of the Dispatch Notice.

- j. Section 3.6(c) of the Agreement is amended by replacing such section in its entirety with the following:
 - (c) <u>Meteorological Station</u>. Seller, at its own expense, shall install and maintain such stand-alone meteorological stations at the Project as may be required under the VER Forecasting Program and the CAISO Tariff to monitor and report weather data to both the CAISO and Buyer's weather station data collection system. Each station shall be equipped with instruments and equipment that meet the specifications of the VER Forecasting Program and shall measure, collect, record, format, and communicate the data required under the VER Forecasting Program. Seller shall submit to Buyer for review and approval, which shall not be unreasonably withheld, its technical specifications for the meteorological station along with a site plan showing the location of the station within the Project. Seller shall correct any problems with such equipment as soon as practicable.
- k. Section 12.3(i) of the Agreement is amended by deleting such section in its entirety.
- 1. The Agreement is amended by adding a new Exhibit H thereto in the form of Exhibit H attached hereto.

4. Miscellaneous.

- a. Each Party expressly reserves all of its respective rights and remedies under the Agreement.
- b. Except as expressly set forth in this Fourth Amendment, the Agreement remains unchanged and in full force and effect.
- c. The terms and provisions hereof shall be binding on, inure to the benefit of, and be enforceable by, the successors and assigns of the Parties, whether so expressed or not. Notwithstanding the foregoing, neither Party shall assign any rights or delegate any duties under the Agreement, as modified by this Fourth Amendment, except as provided in Section 13.2 of the Agreement.
- d. If any provision of this Fourth Amendment is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.
- e. THIS FOURTH AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

- f. This Fourth Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this Fourth Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Fourth Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Fourth Amendment as to the Parties and may be used in lieu of the original Fourth Amendment for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.
- g. Each Party represents and warrants that the execution, delivery and performance of this Fourth Amendment are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it, and that the person who signs below on behalf of that Party has authority to execute this Fourth Amendment on behalf of such Party and to bind such Party to this Fourth Amendment.
- h. This Fourth Amendment sets forth the entire agreement of the Parties with respect to the subject matter herein, and supersedes all previous understandings, written or oral, with respect thereto.
- i. This Fourth Amendment may not be amended, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument executed by each Party.
- j. This Fourth Amendment is the result of negotiation and each Party has participated in its preparation and negotiation. Accordingly, any rules of construction that direct an ambiguity to be resolved against the drafting Party shall not be employed in the interpretation of this Fourth Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have caused this Fourth Amendment to be duly executed as of the date first above written.

OCOTILLO EXPRESS LLC a Delaware limited liability company		SAN DIEGO GAS & ELECTRIC COMPANY a California corporation
By:		By: Mul Shull ste
_,	Name:	Vame: Ently C. Shults
	Title:	Title: Vice Prosident - Energy Procurement

IN WITNESS WHEREOF the Parties hereto have caused this Fourth Amendment to be duly executed as of the date first above written.

OCOTILLO EXPRESS LLC a Delaware limited liability company			SAN DIEGO GAS & ELECTRIC COMPANY a California corporation	
	Name: Dyann Blaine Citle: Authorized Signatory	Ву:	Name:Title:	

EXHIBIT H

PROJECT OPERATING RESTRICTIONS

Operational characteristics of the Project for Dispatch Notices, which in each case must be equal to or greater than the resource flexibility reflected in the resource Master File, as such term is defined in the CAISO Tariff. Buyer may request that CAISO modify the Master File for the Project to reflect the findings of a CAISO audit of the Project and to ensure that the information provided by Seller is true and accurate. Seller agrees to coordinate with Buyer and any third party Scheduling Coordinator to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Project are accurate and are actually based on physical characteristics of the resource. The Parties agree to make reasonable modifications to this Exhibit H to modify existing operating restrictions or add additional operating restrictions that may be necessary to address changes in the CAISO Tariff or applicable Law applicable to the Products provided from this Project.

• Nameplate capacity of the Project: 265 MW

• Minimum operating capacity: 0 MW

• Advance notification required for a Dispatch Notice: 0

• Ramp Rate: 53 MW/minute