

BIOENERGY PROCUREMENT RIDER AND AMENDMENT

FORM # _____

to the

**RENEWABLE AUCTION MECHANISM
POWER PURCHASE AGREEMENT**

FORM # _____

between

PACIFIC GAS AND ELECTRIC COMPANY

and

[NAME OF SELLER]

This Bioenergy Procurement Rider and Amendment (“Rider”) to the form Renewable Auction Mechanism Power Purchase Agreement (“RAM PPA”), which is attached hereto and incorporated by this reference, is entered into by and between Pacific Gas and Electric Company (“PG&E”) and *[Name of Seller]* (“Seller”). PG&E and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this Rider shall have the meanings ascribed to such terms in the RAM PPA.

AGREEMENT

All Section references herein are to the RAM PPA, and each sets forth the change or addition to that Section of the RAM PPA being made by this Rider. Unless specifically modified, superseded, or deleted by this Rider, the terms of the RAM PPA shall apply. To the extent of inconsistency between the RAM PPA and this Rider, this Rider shall govern.

All references to “Cover Sheet” shall refer to the Cover Sheet in Appendix D to this Rider, which supersedes the Cover Sheet in the RAM PPA.

I. Power Purchase Agreement Cover Sheet

The Cover Sheet to the Power Purchase Agreement is superseded with the Cover Sheet located in Appendix D to this Rider.

II. Definitions

Article I of the RAM PPA is amended to include or modify the following definitions:

“Amended Price” means the lesser of the Contract Price set forth in Section C of the Cover Sheet and \$89.23/MWh with \$89.23/MWh being the price identified in Resolution E-4770.

“Calendar Quarter” refers to one of the following time periods, as applicable: January 1– March 31; April 1- June 30; July 1 – September 30; or October 1 – December 31.

“Existing Project” means a Project that is not a New Project.

“Extension Option” has the meaning set forth in Section 3.1(c)(iii).

“Fuel Switching” has the meaning set forth in Section 3.10(d).

“Fuel Switching Effective Date” means that date that the Seller is switched from being paid the Contract Price to the Amended Price.

“Fuel Switching Notification” has the meaning set forth in Section 3.10(d).

“Fuel Use” means the woody biomass fuel used to generate electricity or thermal output to serve on-site load or for the generation of electricity to deliver Product to Buyer (in bone dry tons).

“High Hazard Fuel” means fuel sourced from within the geographic boundary of High Hazard Zones.

"High Hazard Fuel Requirements" has the meaning set forth in Section 3.10.

"High Hazard Fuel Use" means Fuel Use sourced from High Hazard Zones (in bone dry tons).

“High Hazard Fuel Use Percentage” means the ratio of High Hazard Fuel Use over total Fuel Use.

“High Hazard Zones” means areas designated as Tier 1 or Tier 2 high hazard zones for wildfire and falling trees by the California Department of Forestry and Fire Protection (“CAL FIRE”), the California Natural Resources Agency, the California Department of Transportation, the California Energy Commission, or other designated agency.

“Minimum Percentage” has the meaning set forth in Section 3.10(a)(i).

“New Project” means a Project to be developed on a greenfield site or a repowered facility as defined in the California Energy Commission’s Renewables Portfolio Standard Eligibility Guidebook.

“Registered Professional Forester” means a professional forester registered as such through the State of California’s Office of Professional Foresters Registration at the time of Quarterly Fuel Attestation submittal.

“Quarterly Fuel Attestation” has the meaning set forth in Section 3.10(b).

“Quarterly Fuel Attestation Deadline” has the meaning set forth in Section 3.10(b).

III. Conditions Precedent

Section 2.5(a) of the RAM PPA is amended to include the following condition precedent:

2.5(a)(v) CPUC Approval of this Rider.

IV. Failure to Meet All conditions Precedent

Section 2.5(b) is amended as follows:

Failure to Meet All Conditions Precedent. If the Conditions Precedent set forth in Sections 2.5(a)(ii), (iii), and (v) are not satisfied or waived in writing by both Parties on or before one hundred and eighty (180) days from the date on which Buyer files an advice letter submitting this Agreement to the CPUC, then either Party may terminate this Agreement effective upon receipt of Notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise, by reason of such termination.

V. Section 3.1(c)(i) is modified as follows:

The following sentence in the RAM PPA shall be amended as follows:

(V) for resources that are already under a contract as of the Execution Date, that existing contract must have expired by its own terms before the Initial Energy Delivery Date, or Seller must have terminated its existing contract and Buyer must have received any applicable termination payment or damages.

VI. A new Section 3.1(c)(iii) Extension Option is added:

If the Seller chooses the five-year Delivery Term with Extension Option, Buyer will have the right to extend the five-year Delivery Term of Existing Projects for one year at a time provided (A) the Governor of California’s State of Emergency remains in effect, and (B) subject to acceptance by Seller of up to a cumulative total of ten years.

No later than 90 days prior to the end of the Delivery Term, Buyer will provide Notice to Seller of its intent to extend the Delivery Term by one year. Upon provision of Notice by Buyer to Seller, Seller will have 30 days to inform Buyer whether it wishes to extend the Delivery Term by one year or allow the Agreement to terminate.

VII. Existing Section 3.9(c)(i) is superseded by the following:

The Parties agree time is of the essence in regards to the Agreement. As such, for New Projects, Seller shall have demonstrated Commercial Operation per the terms of Appendix IV-2 by the date that is no later than thirty-six (36) months after the Effective Date of this Agreement, except as such date may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension (the “Guaranteed Commercial Operation Date”). For Existing Projects, the Initial Energy Delivery Date must start between the Effective Date and one (1) year after the Effective Date, at Seller’s election in Section B(i)(a) of the Cover Sheet.

VIII. Existing Section 3.9(c)(v) shall be amended to remove the strikeout words:

Failure to Meet Guaranteed Commercial Operation Date. Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date; ~~provided, however, that the Commercial Operation Date shall not occur more than one hundred eighty (180) days prior to the Guaranteed Commercial Operation Date.~~ If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions or Force Majeure, then Buyer shall be entitled to declare an Event of Default and collect a Termination Payment pursuant to Article Five.

IX. A new Section 3.10 is added:

“3.10 High Hazard Fuel Terms

(a) High Hazard Fuel Requirements.

(i) Minimum Percentage. Project’s High Hazard Fuel Use must meet minimum percentages, as measured pursuant to Appendix B, shall be: 40% in 2016, 50% in 2017, 60% in 2018, 80% in 2019, and 80% for each subsequent year (“Minimum Percentage”). If the Seller elects a higher percentage High Hazard Fuel in the Cover Sheet, the percentages in the preceding are to be replaced with the percentages Seller entered in the Cover Sheet. The percentage of High Hazard Fuel Use will be demonstrated annually based on Seller’s Quarterly Fuel Attestations as calculated in Appendix B.

(ii) Failure to Meet Minimum Percentage. If the Seller has not met the Minimum Percentage at the end of any calendar year, Seller will be paid the Amended Price for such calendar year and for the remainder of the Delivery Term.

If Seller has elected Fuel Switching as described in Section 3.10(d), Buyer will assess whether Seller has met the Minimum Percentage for the period of the calendar year prior to Fuel Switching Effective Date, pursuant to Appendix C. If Seller has not elected Fuel Switching, Buyer will assess whether Seller has met the Minimum Percentage at the end of the calendar year.

If Seller has not met the Minimum Percentage for the period prior to Fuel Switching Effective Date, Buyer will adjust invoices for the calendar year to reflect the Amended Price as described in Section 6.3.

(b) Seller's Quarterly Attestations.

(i) Quarterly Submission. Seller shall have the burden of proving that it has met the requirements for the use of High Hazard Fuel set forth in part (a). To this end, Seller must submit to Buyer a Quarterly Fuel Attestation at the end of each Calendar Quarter in the form of Appendix A (including the Quarterly Fuel Usage Log in the format provided by Buyer) (collectively, the "Quarterly Fuel Attestation") to this Rider, setting forth, among other things, the specific designated High Hazard Zone(s) from which its High Hazard Fuel was harvested and the percentage of total High Hazard Fuel burned that came from each referenced High Hazard Zone(s). Seller must submit to Buyer's designated recipient its Quarterly Fuel Attestation with Seller's invoice for the prior month's delivery of Product. Each Quarterly Fuel Attestation must be fully complete, not materially modified, and signed by both an officer of the Seller and a Registered Professional Forester (RPF), who shall, by his or her signature, attest to the accuracy of the information set forth in Seller's Quarterly Fuel Attestation. Seller shall not be required to include in its Quarterly Fuel Attestation the signature and attestation of a RPF, if, prior to the due date for Quarterly Fuel Attestation, the Parties have agreed to an alternative provider of the Quarterly Fuel Attestation or alternative mechanism for Seller to prove it has met the requirement set forth in part (a). Such alternative provider or alternative mechanism for the Quarterly Fuel Attestation shall constitute the Quarterly Fuel Attestation for purposes of this Rider.

(ii) Failure to Submit.

(A) If Seller has not submitted a Quarterly Fuel Attestation by January 30th of the next calendar year, or within 60 days after Fuel Switch Effective Date, Seller shall be deemed to have used zero percent (0%) High Hazard Fuel during such Calendar Quarter.

(B) If Buyer does not receive Seller's Quarterly Attestation with its monthly invoice for the 3rd, 6th, 9th or 12th month of the calendar year, that month's invoice will be deemed incomplete, and non-payable by Buyer until the Quarterly Attestation is received.

(c) Buyer's Audit Right.

Buyer may reasonably rely on Seller's properly completed and timely submitted Quarterly Fuel Attestations as evidence of Seller's compliance with the applicable High Hazard Fuel requirements. However, Buyer has rights to audit Seller's records and conduct on-site visits, at the Seller's expense, to confirm Seller's compliance. Buyer's audit shall include but not be limited to Buyer's receipt and review of electronic copies of Seller's invoices for purchased fuel, including the location from which the fuel was harvested, and the records of each RPF who co-signed one or more of Seller's Quarterly Fuel Attestations.

(d) Seller Election of Fuel Switching or Termination

Seller may elect, by Notice to Buyer, a one-time irrevocable option to (i) operate at the Amended Price and be relieved of compliance with the Minimum Percentage requirement (“Fuel Switching”) or (ii) terminate this Rider and RAM PPA with the termination becoming effective five (5) Business Days after Seller’s Notice. To exercise the Fuel Switching option, Seller must send the Fuel Switching Notification to Buyer provided in Appendix C, at least 10 days prior to the end of the calendar month. The Fuel Switching Effective Date shall occur on the first of the month. If the Fuel Switching Notification is received in the last 10 days of a calendar month, the Fuel Switching Effective Date will be delayed to the first of the next month. Seller shall also provide a final Quarterly Fuel Attestation for the period prior to Fuel Switching Effective Date. Buyer will calculate Seller’s compliance with the Minimum Percentage requirement for the period of the calendar year prior to Fuel Switching Effective Date. If Seller has a 5 year Delivery Term (without Extension Option), and Seller has previously chosen to operate at the Amended Price, then Seller will have the option to operate at the Contract Price pursuant to Section 4.1(a).

(e) End to Governor’s Proclamation

If the Governor of California (or other appropriate regulatory body) declares an end to or terminates the State of Emergency, issued on October 30, 2015, related to drought impacts on tree mortality and bark beetle infestations, the Fuel Switching Effective Date will be the 1st of the month following 30 days after the declaration that the State of Emergency is over. Seller shall retain a one-time irrevocable option to either terminate this Rider and RAM PPA or operate at the Amended Price for the remainder of the Delivery Term.

(f) Event of Default and Termination.

Any representation or warranty made by Seller on the Quarterly Fuel Attestation that is false or misleading in any material respect when made shall be an Event of Default under Section 5.1(a)(ii) of the RAM PPA and shall be grounds for early termination of this Rider and the RAM PPA. Seller shall not have a right to cure this Event of Default.

X. Article Four

Section 4.1(a) “Contract Price” is superseded by the following:

The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year is set forth in Section C of the Cover Sheet. If the Fuel Switching provision in Section 3.10(d) has been invoked, the Contract Price shall be revised to the Amended Price for the remainder of the Delivery Term.

If the State of Emergency remains in effect, and if Seller has chosen the 5 year Delivery Term (without Extension Option), Seller has a one-time option after the Fuel Switching Effective Date to revert from Amended Price to Contract Price. Seller must provide Quarterly Fuel Attestations for the prior calendar year by January 30 which demonstrates it has met the prior year’s Minimum Percentage. If Seller has demonstrated it has met the prior year’s Minimum Percentage, then payment for that calendar year will be adjusted as described in Section 6.4, and payments for the current and future years will be at the Contract Price as long as Project’s High Hazard Fuel Use meets Minimum Percentage requirements. If Seller fails to meet Minimum High Hazard Fuel Requirements and the

Fuel Switching provision in Section 3.10(d) has been invoked a second time, the Contract Price shall be revised to the Amended Price for the remainder of the Delivery Term.

Section 4.2 “TOD Periods” is superseded by the following:

TOD Periods. The time of delivery periods (“TOD Periods”) specified below shall be referenced by the following designations:

Monthly Period Definitions. The Monthly Periods are defined as follows:

Summer: July – September;

Winter: October – February; and

Spring: March – June.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Peak** = hours ending 17 - 22 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.
2. **Mid-Day** = hours ending 10 - 16 PPT all days in the applicable Monthly Period.
3. **Night** = hours ending 1 - 9, 23 and 24 PPT all days in the applicable Monthly Period.

Section 4.4(a) “TOD Factors” is superseded by the following:

RPS TOD FACTORS			
Period	Peak	Mid-Day	Night
Summer	1.479	0.604	1.087
Winter	1.399	0.718	1.122
Spring	1.270	0.280	1.040

XI. Section 6.1 is amended by adding the underlined text as follows:

6.1 Billing and Payment; Remedies. On or about the tenth (10th) day of each month beginning with the second month of either the Test Period or the first Contract Year, whichever occurs first, and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy or amount of any Reductions; and (c) an invoice, in the format specified by Buyer, covering the services provided in the preceding month determined in

accordance with the applicable provisions of Article Four. Seller shall continue to provide to Buyer an invoice of CAISO charges, net any sums Buyer owes Seller under this Agreement, on or about the tenth (10th) day of each month until the date of the Final True-Up. Buyer shall pay the undisputed amount of such invoices less the amount of any RA Deficiency Amount and the amount of any Forecasting Penalties, as applicable on or before the later of the twenty-fifth (25th) day of each month and fifteen (15) days after receipt of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. During the Test Period, and for twelve (12) months following the Test Period only, Buyer shall provide to Seller a statement of the CAISO Revenues and any true-ups of CAISO Revenues from prior months and Buyer shall forward to Seller the CAISO Revenues from such statement, according to the invoice and payment schedules described in this Section 6.1. 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 undisputed 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. Invoices may be sent by facsimile or e-mail. The invoice for the third, sixth, ninth and twelfth month of each calendar year must include the Quarterly Fuel Attestation. Failure to include the Quarterly Fuel Attestation will render the invoice incomplete and not payable by Buyer.

XII. A new Section 6.3 is added:

6.3 Adjustments of Invoices for Failure to Meet Minimum Percentage

If Seller fails to meet the minimum High Hazard Fuel requirement at the end of the calendar year, Buyer will adjust the Invoice for every month of the calendar year to reflect the Amended Price.

Buyer may reflect the adjustment by netting future invoice payments to Seller. If there are no future invoice payments, Buyer may deduct those amounts from Performance Assurance.

XIII. A new Section 6.4 is added:

6.4 Adjustments of Invoices after Fuel Switch Effective Date

If Seller meets the minimum High Hazard Fuel requirement at the end of a calendar year, after the Fuel Switching Effective Date (pursuant to Section 3.10(d), Seller will adjust the Invoice for every month of the calendar year to reflect the Contract Price (pursuant to Section 4.1(a)).

XIV. Performance Assurance

Section 8.4 (a) (ii) is superseded as follows:

Delivery Term Security pursuant to this Section 8.4 (a) (ii) in the amount of the higher of A) five percent (5%) of expected total Project revenues from the date required pursuant to Section 3.1(c)(i) as a condition precedent to the Initial Energy Delivery Date until the end of the Term and B) Annual Contract Quantity X (Contract Price-Amended Price)

Agreement Execution

In WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the dates provided below:

[SELLER, a (*include place of formation and business type*)]

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A
FORM OF QUARTERLY FUEL ATTESTATION**

[VIA ELECTRONIC SUBMISSION]
[Sellers Letterhead]

[Date]

PG&E

Attn:

Street Address

City, State Zip

Subject: Bioenergy Renewable Auction Mechanism Power Purchase Agreement (“BioRAM PPA”) by and between PG&E and *[Insert Seller’s full legal name]*, a *[Insert Seller’s form of entity and state of registration]* (“Seller”) – Quarterly Fuel Attestation

Dear Sir or Madam:

Pursuant to Section 3.10(b)(i) of the BioRAM PPA, Seller submits to PG&E this Quarterly Fuel Attestation for the Calendar Quarter ended *[Date]*. Seller hereby represents and warrants that:

1. All sources of fuel used to generate Product are included in the Quarterly Fuel Use log and meets the definition of Fuel Use.
2. The percentage of High Hazard Fuel Use during the Calendar Quarter is *[insert percentage]*.

Fuel Use during the Calendar Quarter is documented in the attached Microsoft Excel spreadsheet (“Quarterly Fuel Use Log”), using the template provided by Buyer. Buyer may make reasonable changes to the template to accommodate additional information on High Hazard Fuel that allow Buyer to identify work in High Hazard Zones provided by CAL FIRE or other agencies

Capitalized terms used but not otherwise defined in this letter have the meanings set forth in the BioRAM PPA.

Very truly yours,

	Seller	Registered Professional Forester <i>[or alternative provider pursuant to Section 3.10(b)(i)]</i>
Print Name		
Signature		
Title		
Date		

APPENDIX B
HIGH HAZARD FUEL USE CALCULATION

No later than March 30th of each year in the Delivery Term following the Initial Energy Delivery Date, Buyer shall determine the Project's High Hazard Fuel Use percentage for the preceding calendar year using the following formula:

$$\frac{\sum_{i=1}^4 Q_i * D_i}{\sum_{i=1}^4 D_i}$$

Q_i =the percentage of High Hazard Fuel Use during the Calendar Quarter during the period when High Hazard Fuel Requirements are in effect

D_i = the number of days in the Calendar Quarter when High Hazard Fuel Requirements are in effect

If Buyer has not received a Quarterly Attestation for any quarter for the previous calendar year by January 30th, Buyer will assume zero % High Hazard Fuel use for that quarter.

If Seller fails to meet its Minimum Percentage, Buyer will adjust all payments made during the previous calendar year using the Amended Price, for the period prior to the Fuel Switching Effective Date.

**APPENDIX C
FUEL SWITCHING NOTIFICATION**

[VIA ELECTRONIC SUBMISSION]
[Sellers Letterhead]

[Date]

PG&E
Attn:
Street Address
City, State Zip

Subject: Bioenergy Renewable Auction Mechanism Power Purchase Agreement (“BioRAM PPA”) by and between PG&E and *[Insert Seller’s full legal name]*, a *[Insert Seller’s form of entity and state of registration]* (“Seller”) – Fuel Switching Notification

In accordance with the terms of that certain Power Purchase Agreement dated _____ (“Agreement”) by and between _____ (“Buyer”) and _____ (“Seller”), this letter (“Fuel Switching Notification”) serves to document the Parties’ further recognition that Seller is exercising the Fuel Switching provision pursuant to Section 3.10 (d). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Seller’s Contract Price is amended to the Amended Price as of the Fuel Switching Effective Date for the remainder of the Delivery Term, as may be extended for Existing Projects pursuant to Section 3.1(c)(iii). The following provisions of the Bioenergy Procurement Rider And Amendment are no longer required of Seller: 3.10(a)(b)(c)(e), Appendix A and Appendix B.

[SELLER]

Signature: _____
Name: _____
Title: _____
Date: _____

**APPENDIX D
POWER PURCHASE AGREEMENT COVER SHEET**

This Power Purchase Agreement (“Agreement”) is entered into between Pacific Gas and Electric Company, a California corporation (“Buyer” or “PG&E”), and _____ *[insert name of Seller]*, a _____ *[include place of formation and business type]* (“Seller”), as of the Execution Date. The information contained in this Cover Sheet shall be completed by Seller and incorporated into the Agreement.

A. Transaction Type

Seller may not modify the Transaction Type designated in this Part A of the Cover Sheet at any time after the Execution Date.

Product: Baseload, specifically, woody biomass facilities only

Annual High Hazard Fuel Percentage: The Seller is contractually bound at a minimum, to the percentages designated in the Resolution and defined in Section 3.10(a)(i). If Seller selects a higher percentage, these percentages will replace the Minimum Percentage values provided in Section 3.10(a)(i). The Project shall achieve High Hazard Fuel Use according to the following percentages.

- Minimum Percentage.
- Higher Percentage (Note, selecting this option does not guarantee that the facility will be awarded a contract. The facility shall be given preference only in relation to facilities that have a similar Least Cost Best Fit value).

Calendar Year	Minimum Percentage¹	Seller’s Higher Percentage²
2016	40%	
2017	50%	
2018	60%	
2019 and beyond	80%	

Deliverability:

- Energy Only Status

¹ CPUC Resolution E-4770, page 5

² Ibid

- Partial Capacity Deliverability Status (“PCDS”)
 - a) If PCDS is selected, provide the Expected PCDS Date, or the date the Project received a PCDS finding if already received:
_____ (mm/dd/yyyy);
 - b) The Partial Capacity Deliverability Status Amount the Project will obtain is _____MW.
- Full Capacity Deliverability Status (“FCDS”)
 - a) If FCDS is selected, provide the Expected FCDS Date, or the date the Project received a FCDS finding if already received:
_____ (mm/dd/yyyy).

Seller shall elect one of the following types of transactions pursuant to Section 3.1(b) of the Agreement:

- Full Buy/Sell
- Excess Sale

Seller shall elect one of the following Delivery Terms:

- five (5) Contract Years
- five (5) Contract Years with Extension Option
- ten (10) Contract Years
- fifteen (15) Contract Years
- twenty (20) Contract Years

B. Project Description Including Description of Site

Contract Capacity: [_____] MW *[Provide the maximum capacity to be made available to PG&E pursuant to the transaction, which in the case of an Excess Sale transaction, may be less than the maximum capacity of the Project]*

- (i) Project Development:
 - (a) The Project is an:
 - Existing Project
 - (A) The date on which the Expected Initial Energy Delivery Date of the Project is expected (which shall be no later than 1 (one) year after the Effective Date) is:
 - New Project

- (A) The date on which the Commercial Operation Date of the Project is expected (must be no later than the Guaranteed Commercial Operation Date):
- (B) The Expected Construction Start Date of the Project:

(b) Project development Milestone schedule *[to be completed by Buyer and Seller. Insert additional rows if necessary]:*

Identify Milestone	Date for Completion

(ii) Supplier Diversity. For the purpose of Section 4 of the Supplier Diversity Program obligation set forth in Appendix XII of this Agreement, Seller’s supplier diversity spend target for work supporting the Project is ____%.

C. Contract Price

The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contract Year shall be as follows:

Contract Year	Contract Price (\$/MWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	

Contract Year	Contract Price (\$/MWh)
20	

D. Delivery Term Contract Quantity Schedule

Length of Delivery Term (in Contract Years):

Contract Year	Contract Quantity (MWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

E. Collateral (as described in the RAM Protocol Agreement, under Section V.C. RAM PPA Terms and Conditions)

- Project Development Security (provide dollar amount)

Dollar Amount: \$ _____

- Cash, or
- Letter of Credit

- Delivery Term Security (provide dollar amount)

Dollar Amount: \$ _____

- Cash, or
- Letter of Credit

F. Buyer Bid Curtailment and Buyer Curtailment Orders.

Operational characteristics of the Project for Buyer Bid Curtailment and Buyer Curtailment Orders are listed below. Buyer, as the Scheduling Coordinator, may request that CAISO modify the Master File for the Project to reflect the findings of a CAISO audit of the Project. In addition, Seller agrees to coordinate with Buyer or Third-Party SC, as applicable, 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 based on the true physical characteristics of the resource.

- PMax of the Project: ____MW
- Minimum operating capacity: ____MW
- Ramp Rate: ____MW/Minute
- Maximum number of Start-ups per calendar day, month, year (if any such operational limitations exist): ____
- Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).

Other Requirements:

- Maximum number of hours annually for Buyer Curtailment Periods: unlimited hours
- The Project will be capable of receiving and responding to all Dispatch Instruction in accordance with Section 3.1(q).
- Start-Up Time (if applicable): ____Minutes
- Minimum Run Time after Start-Up (if applicable): ____Minutes
- Minimum Down Time after Shut-Down (if applicable): ____Minutes

Note: Sellers should enter the maximum flexibility the Project can offer given the operational constraints of the technology.

G. Damage Payment (as described under Damage Payment definition in Section 1.60)

Dollar amount: \$ _____

H. Notices List

Name: <i>[Seller’s Name]</i> , a <i>[include place of formation and business type]</i> (“Seller”)	Name: Pacific Gas and Electric Company, a California corporation (“Buyer” or “PG&E”)
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All Notices: <i>[Seller to complete]</i>	All Notices:
--	--------------

Delivery Address:	Delivery Address:
-------------------	-------------------

Street:	77 Beale Street, Mail Code N12E	
City:	State:	Zip:
		San Francisco, CA 94105-1702

Mail Address: (if different from above)

Attn:

Phone:

Facsimile:

Email:

DUNS:

Federal Tax ID Number:

Invoices:

Attn:

Phone:

Facsimile:

Email:

Scheduling:

Attn:

Phone:

Facsimile:

Email:

Payments:

Attn:

Phone:

Facsimile:

Email:

Wire Transfer:

BNK:

ABA:

ACCT:

Credit and Collections:

Attn:

Phone:

Facsimile:

Email:

With additional Notices of an Event of

Mail Address:

P.O. Box 770000, Mail Code N12E

San Francisco, CA 94177

Attn: Candice Chan (CWW9@pge.com)

Director, Contract Mgmt & Settlements

Phone: (415) 973-7780

Facsimile: (415) 972-5507

DUNS:

Federal Tax ID Number:

Invoices:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Scheduling:

Attn: Day-Ahead Operations

(DAEnergy@pge.com)

Phone: (415) 973-1971

Facsimile: (415) 973-4500

Payments:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Wire Transfer:

BNK:

ABA:

ACCT:

Credit and Collections:

Attn: PG&E Risk Credit Team

(pgeriskcredit@exchange.pge.com)

Manager, Credit Risk Management

Phone: (415) 973-4144

Facsimile: (415) 973-4071

Contract Manager:

Default to Contract Manager:

Attn: _____

Phone: _____

Facsimile: _____

Email:

Attn: Ted Yura (THY1@pge.com)
Senior Manager, Contract Management

Phone: (415) 973-8660

Facsimile: (415) 972-5507

With additional Notices of an Event of Default
to:

PG&E Law Department

Attn: Renewables Portfolio Standard attorney

Phone: (415) 973-4377

Facsimile: (415) 972-5952