

**PUBLIC UTILITIES COMMISSION**

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



October 20, 2022

**Advice Letter 6605-E/6605-E-A**

Sidney Bob Dietz II  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street  
San Francisco, California 94177  
E-mail: PGETariffs@pge.com

**SUBJECT: PG&E's Advice 6605-E (Amendments for Contracts Not Yet Operational  
in the Bioenergy Market Adjusting Tariff ("BioMAT") Program to  
Comply with D.20-08-043)**

Dear Mr. Dietz:

Advice Letter 6605-E/6605-E-A is effective as of June 23, 2022.

Sincerely,

A handwritten signature in black ink that reads "Leuwam Tesfai".

Leuwam Tesfai  
Deputy Executive Director for Energy and Climate Policy/  
Director, Energy Division  
California Public Utilities Commission

August 3, 2022

**Advice 6605-E-A**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Supplemental: Amendments for Contracts Not Yet Operational in the Bioenergy Market Adjusting Tariff (“BioMAT”) Program to Comply with D.20-08-043**

**Purpose**

Pacific Gas and Electric Company (“PG&E”) respectfully submits this supplemental advice letter to submit additional amendments as attachments to Advice Letter (“AL”) 6605-E. AL 6605-E was submitted on May 24, 2022, in compliance with Ordering Paragraph (“OP”) 2 of Decision (D.) 20-08-043. OP 2 ordered PG&E to offer amendments, consistent with D.20-08-043, to existing contracts for projects that are not yet operational and submit as a Tier 2 Advice Letter (“AL”) if no other changes are made to the contracts or as Tier 3 AL if other changes are made.<sup>1</sup>

This advice letter supplements original AL 6605-E and does not make changes to AL 6605-E.

**Background**

In September 2012, Governor Brown signed Senate Bill (“SB”) 1122 (Rubio 2012) into law, which requires PG&E, Southern California Edison Company (“SCE”) and San Diego Gas and Electric Company (“SDG&E”) to procure 250 megawatts (“MW”) of Renewable Portfolio Standard (“RPS”) eligible generation from bioenergy generation facilities.

In D.14-12-081, the California Public Utilities Commission (“Commission” or “CPUC”) implemented SB 1122, setting the quantities of each type of generation to be procured by each of the investor-owned utilities (“IOUs”), and establishing the pricing mechanism and other rules for the BioMAT program. In D.14-12-081, the Commission directed the IOUs to submit Tier 2 Advice Letters with the tariff, standard contract and ancillary documents to implement the BioMAT program. D.14-12-081 also authorized the

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<sup>1</sup> D.20-08-043, p. 63

Commission to initiate a review process “. . . at any time after the price for any technology category reaches \$197/MWh and remains at that price or increases, over two program periods.”

On October 1, 2017, the offer price for Category 3 reached \$199.72/MWh and remained at that price for subsequent program periods. In response, on November 28, 2017, Energy Division issued a letter ordering the IOUs to set a temporary price cap for Category 3 offer prices at \$199.72/MWh, except for projects that can attest to using at least 60% High Hazard Zone (“HHZ”) fuel, in addition to initiating a BioMAT program review.

On October 30, 2018, the Commission released a BioMAT Program Review and Staff Proposal putting forth both observations about program performance and an initial staff proposal of recommended program modifications. On July 19, 2019, the Commission held a public workshop to discuss potential program changes. On March 10, 2020, the Commission issued an Administrative Law Judge’s Ruling requesting comments on the Commission’s final staff proposal. The final decision revising the BioMAT Program, D.20 08-043, was issued on September 1, 2020.

### **Additional Contract Amendments For Projects Not Yet Operational**

In compliance with D.20-08-043, on May 24, 2022, PG&E submitted AL 6605-E with contract amendments for projects that are not yet operational. Subsequently, PG&E identified a correction needed for three executed amendments. For the Category 3 PPAs, the first amendments referenced the Guaranteed Commercial Operation Date as 36 months from the “Execution Date” and should have referenced “Interconnection Study Completion Date.” This has been corrected with the execution of the amendments listed in Table 1 below.

**Table 1: Summary of Amendments**

<b>Seller Name</b>	<b>Project Name</b>	<b>Amendment Execution Date</b>
North Fork Community Power, LLC	North Fork Community Power	7/18/2022
Blue Mountain Electric Company LLC	Blue Mountain Electric Company	7/18/2022
Hat Creek Bioenergy, LLC	Hat Creek Bioenergy, LLC	7/11/2022

### **Attachments**

The 3 amendments are attached to this advice letter as summarized in Table 1 and listed below.

1. Second Amendment with North Fork Community Power, LLC
2. Third Amendment with Blue Mountain Electric Company, LLC
3. Third Amendment with Hat Creek Bioenergy, LLC

This submittal would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than August 23, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

Pursuant to General Order (GO) 96-B, Rule 5.2, (and OP 2 of D.20-08-043), this advice letter is submitted with a Tier 2 designation. PG&E requests that this Tier 2 advice submittal become effective on regular notice, September 2, 2022, which is 30 calendar days after the date of submittal.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list and the parties on the service list for R.18-07-003. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.





# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6605-E-A

Tier Designation: 2

Subject of AL: Supplemental: Amendments for Contracts Not Yet Operational in the Bioenergy Market Adjusting Tariff ("BioMAT") Program to Comply with D.20-08-043

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.20-08-043

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 9/2/22

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

Advice 6605-E-A  
August 3, 2022

## **Attachment 1**

**Second Amendment with North Fork  
Community Power, LLC**

**SECOND AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF  
POWER PURCHASE AGREEMENT  
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND  
NORTH FORK COMMUNITY POWER, LLC**

THIS SECOND AMENDMENT (“Second Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and North Fork Community Power, LLC (“Seller”). PG&E and Seller may be referred to herein individually as “Party” and collectively as “Parties.” All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. This Second Amendment shall become effective as of the Second Amendment Effective Date (as defined below).

**RECITALS**

**WHEREAS**, in Decision (D.) 14-12-081 and D.15-09-004, the California Public Utilities Commission (“CPUC”) established a bioenergy Feed in Tariff (“FIT”) program, known as the Bioenergy Market Adjusting Tariff (“BioMAT”), which included the Bioenergy Market Adjusting Tariff Power Purchase Agreement, a form agreement approved by the CPUC and applicable to the three California investor owned utilities (as it may be modified from time to time pursuant to formal CPUC proceedings and decisions), that must be agreed to without modification by the Seller and the Buyer thereunder; and

**WHEREAS**, Seller and PG&E are parties to that certain Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated June 12, 2018 and the First Amendment, dated June 10, 2021 (the Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment, being the “Agreement”) (PG&E Log No. 33R433BIO); and

**WHEREAS**, on September 1, 2020, the CPUC issued D. 20-08-043 (Decision Revising the Bioenergy Market Adjusting Tariff Program) ordering revisions to the BioMAT program rules, contract terms and processes, and directing the three California investor owned utilities to offer amendments to existing BioMAT contracts for projects that are not yet operational, which amendments shall contain revisions to the Agreement pursuant to D.20-08-043; and

**WHEREAS**, Seller entered into the First Amendment to the Agreement to incorporate certain revisions pursuant to D. 20-08-043; and

**WHEREAS**, the Parties seek to modify the Agreement through this Second Amendment in order to correct a typographical error made in the First Amendment to incorporate certain revisions pursuant to D. 20-08-043.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**I. Amendments to the Agreement.** The Agreement is hereby amended as follows:

**1.** Section 1.1.2 shall be amended by incorporating the following changes as shown below with underlining and strike-out:

“1.1.2. Seller shall have demonstrated Commercial Operation by the “Guaranteed Commercial Operation Date,” which date shall be no later than the date that is thirty-six (36)

months after the ~~Execution Date~~ Interconnection Study Completion Date; provided that the Guaranteed Commercial Operation Date may be extended to no later than the date that is forty-two (42) months after the ~~Execution Date~~ Interconnection Study Completion Date for the following reasons (“Permitted Extensions”):”

**II. Effectiveness.** This Second Amendment shall become effective as of the latest signature date below (“Second Amendment Effective Date”).

**III. Miscellaneous**

(1) Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties relating to the subject matter hereof and shall supersede all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

(2) Any Amendments or Modifications. This Second Amendment may only be amended or otherwise modified in writing signed by each of the Parties.

(3) No Other Modifications. Except as otherwise expressly modified hereby, the Agreement remains in full force and effect. If there is a conflict between the terms of the Agreement and the terms of the Second Amendment, the terms of the Second Amendment shall control. From and after the Second Amendment Effective Date, all references in the Agreement (including all Appendices and Schedules thereto) to the “Agreement” shall be understood to and shall mean the Agreement as amended by the Second Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this Second Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This Second Amendment shall be governed by Section 17 entitled Governing Law of the Agreement. The Parties agree to comply with Section 18 entitled Dispute Resolution of the Agreement with respect to any dispute relating to this Second Amendment. Seller agrees to comply with Section 15.1 entitled Release of Information of the Agreement with respect to any authorized release relating to this Second Amendment.

(5) Captions; Construction; Severability. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of the Second Amendment. Any term and provision of this Second Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this Second Amendment is held invalid or unenforceable, such holding shall be strictly construed and shall not affect the validity or effect of any other provision of this Second Amendment or the Agreement.

(6) Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(7) Notices. Any written notice required to be given under the terms of this Second Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the federal E-SIGN Act of 2000, California’s Uniform Electronic Transactions

Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) or other transmission method and any other counterpart so delivered shall have the same legal effect as an original.

**AUTHORIZED EXECUTION**

**IN WITNESS WHEREOF**, each Party has caused this Second Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this Second Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

**NORTH FORK COMMUNITY POWER, LLC,**  
**a California limited liability company**

**PACIFIC GAS AND ELECTRIC COMPANY,**  
**a California corporation**

Signature: Gregory John Stangl  
Name: Gregory John Stangl  
Title: Managing Member  
Date: 07/12/2022

Signature: Donald P. Howerton  
Name: Don Howerton  
Title: Director, Structured Energy Transactions  
Date: 7/18/22

Advice 6605-E-A  
August 3, 2022

## **Attachment 2**

**Third Amendment with Blue Mountain  
Electric Company, LLC**

**THIRD AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF  
POWER PURCHASE AGREEMENT  
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND  
BLUE MOUNTAIN ELECTRIC COMPANY LLC**

THIS THIRD AMENDMENT (“Third Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and Blue Mountain Electric Company LLC (“Seller”). PG&E and Seller may be referred to herein individually as “Party” and collectively as “Parties.” All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. This Third Amendment shall become effective as of the Third Amendment Effective Date (as defined below).

**RECITALS**

**WHEREAS**, in Decision (D.) 14-12-081 and D.15-09-004, the California Public Utilities Commission (“CPUC”) established a bioenergy Feed in Tariff (“FIT”) program, known as the Bioenergy Market Adjusting Tariff (“BioMAT”), which included the Bioenergy Market Adjusting Tariff Power Purchase Agreement, a form agreement approved by the CPUC and applicable to the three California investor owned utilities (as it may be modified from time to time pursuant to formal CPUC proceedings and decisions), that must be agreed to without modification by the Seller and the Buyer thereunder; and

**WHEREAS**, Seller and PG&E are parties to that certain Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated June 12, 2018, the First Amendment, dated June 1, 2021, and the Second Amendment, dated November 3, 2021 (the Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment and Second Amendment, being the “Agreement”) (PG&E Log No. 33R436BIO); and

**WHEREAS**, on September 1, 2020, the CPUC issued D. 20-08-043 (Decision Revising the Bioenergy Market Adjusting Tariff Program) ordering revisions to the BioMAT program rules, contract terms and processes, and directing the three California investor owned utilities to offer amendments to existing BioMAT contracts for projects that are not yet operational, which amendments shall contain revisions to the Agreement pursuant to D.20-08-043; and

**WHEREAS**, Seller entered into the First Amendment and Second Amendment to the Agreement to incorporate certain revisions pursuant to D. 20-08-043 and Advice Letter 6311-E; and

**WHEREAS**, the Parties seek to modify the Agreement through this Third Amendment in order to correct a typographical error made in the First Amendment to incorporate certain revisions pursuant to D. 20-08-043.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth in this Third Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**I. Amendments to the Agreement.** The Agreement is hereby amended as follows:

**1.** Section 1.1.2 shall be amended by incorporating the following changes as shown below with underlining and strike-out:

“1.1.2. Seller shall have demonstrated Commercial Operation by the “Guaranteed Commercial Operation Date,” which date shall be no later than the date that is thirty-six (36) months after the ~~Execution Date~~ Interconnection Study Completion Date; provided that the Guaranteed Commercial Operation Date may be extended to no later than the date that is forty-two (42) months after the ~~Execution Date~~ Interconnection Study Completion Date for the following reasons (“Permitted Extensions”):”

**II. Effectiveness.** This Third Amendment shall become effective as of the latest signature date below (“Third Amendment Effective Date”).

### **III. Miscellaneous**

(1) Entire Agreement. This Third Amendment constitutes the entire agreement between the Parties relating to the subject matter hereof and shall supersede all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

(2) Any Amendments or Modifications. This Third Amendment may only be amended or otherwise modified in writing signed by each of the Parties.

(3) No Other Modifications. Except as otherwise expressly modified hereby, the Agreement remains in full force and effect. If there is a conflict between the terms of the Agreement and the terms of the Third Amendment, the terms of the Third Amendment shall control. From and after the Third Amendment Effective Date, all references in the Agreement (including all Appendices and Schedules thereto) to the “Agreement” shall be understood to and shall mean the Agreement as amended by the Third Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this Third Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This Third Amendment shall be governed by Section 17 entitled Governing Law of the Agreement. The Parties agree to comply with Section 18 entitled Dispute Resolution of the Agreement with respect to any dispute relating to this Third Amendment. Seller agrees to comply with Section 15.1 entitled Release of Information of the Agreement with respect to any authorized release relating to this Third Amendment.

(5) Captions; Construction; Severability. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of the Third Amendment. Any term and provision of this Third Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this Third Amendment is held invalid or unenforceable, such holding shall be strictly construed and shall not affect the validity or effect of any other provision of this Third Amendment or the Agreement.

(6) Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(7) Notices. Any written notice required to be given under the terms of this Third Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic

signature complying with the federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) or other transmission method and any other counterpart so delivered shall have the same legal effect as an original.

**AUTHORIZED EXECUTION**

**IN WITNESS WHEREOF**, each Party has caused this Third Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this Third Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

**BLUE MOUNTAIN ELECTRIC  
COMPANY LLC,  
a California limited liability company**

**PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation**

Signature: Gregory John Stangl  
Name: Gregory John Stangl  
Title: Managing Member  
Date: 07/12/2022

Signature: Donald P. Howerton  
Name: Don Howerton  
Title: Director, Structured Energy Transactions  
Date: 7/18/2022

Advice 6605-E-A  
August 3, 2022

## **Attachment 3**

**Third Amendment with Hat Creek Bioenergy, LLC**

**THIRD AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF  
POWER PURCHASE AGREEMENT  
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND  
HAT CREEK BIOENERGY, LLC**

THIS THIRD AMENDMENT (“Third Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and Hat Creek Bioenergy, LLC (“Seller”). PG&E and Seller may be referred to herein individually as “Party” and collectively as “Parties.” All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. This Third Amendment shall become effective as of the Third Amendment Effective Date (as defined below).

**RECITALS**

**WHEREAS**, in Decision (D.) 14-12-081 and D.15-09-004, the California Public Utilities Commission (“CPUC”) established a bioenergy Feed in Tariff (“FIT”) program, known as the Bioenergy Market Adjusting Tariff (“BioMAT”), which included the Bioenergy Market Adjusting Tariff Power Purchase Agreement, a form agreement approved by the CPUC and applicable to the three California investor owned utilities (as it may be modified from time to time pursuant to formal CPUC proceedings and decisions), that must be agreed to without modification by the Seller and the Buyer thereunder; and

**WHEREAS**, Seller and PG&E are parties to that certain Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated June 12, 2018, the First Amendment, dated June 3, 2021, and the Second Amendment, dated November 2, 2021 (the Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment and Second Amendment, being the “Agreement”) (PG&E Log No. 33R437BIO); and

**WHEREAS**, on September 1, 2020, the CPUC issued D. 20-08-043 (Decision Revising the Bioenergy Market Adjusting Tariff Program) ordering revisions to the BioMAT program rules, contract terms and processes, and directing the three California investor owned utilities to offer amendments to existing BioMAT contracts for projects that are not yet operational, which amendments shall contain revisions to the Agreement pursuant to D.20-08-043; and

**WHEREAS**, Seller entered into the First Amendment and Second Amendment to the Agreement to incorporate certain revisions pursuant to D. 20-08-043 and Advice Letter 6311-E; and

**WHEREAS**, the Parties seek to modify the Agreement through this Third Amendment in order to correct a typographical error made in the First Amendment to incorporate certain revisions pursuant to D. 20-08-043.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth in this Third Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- I. Amendments to the Agreement.** The Agreement is hereby amended as follows:
  - 1.** Section 1.1.2 shall be amended by incorporating the following changes as shown below with underlining and strike-out:

“1.1.2. Seller shall have demonstrated Commercial Operation by the “Guaranteed Commercial Operation Date,” which date shall be no later than the date that is thirty-six (36) months after the ~~Execution Date~~ Interconnection Study Completion Date; provided that the Guaranteed Commercial Operation Date may be extended to no later than the date that is forty-two (42) months after the ~~Execution Date~~ Interconnection Study Completion Date for the following reasons (“Permitted Extensions”):”

**II. Effectiveness.** This Third Amendment shall become effective as of the latest signature date below (“Third Amendment Effective Date”).

### **III. Miscellaneous**

(1) Entire Agreement. This Third Amendment constitutes the entire agreement between the Parties relating to the subject matter hereof and shall supersede all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

(2) Any Amendments or Modifications. This Third Amendment may only be amended or otherwise modified in writing signed by each of the Parties.

(3) No Other Modifications. Except as otherwise expressly modified hereby, the Agreement remains in full force and effect. If there is a conflict between the terms of the Agreement and the terms of the Third Amendment, the terms of the Third Amendment shall control. From and after the Third Amendment Effective Date, all references in the Agreement (including all Appendices and Schedules thereto) to the “Agreement” shall be understood to and shall mean the Agreement as amended by the Third Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this Third Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This Third Amendment shall be governed by Section 17 entitled Governing Law of the Agreement. The Parties agree to comply with Section 18 entitled Dispute Resolution of the Agreement with respect to any dispute relating to this Third Amendment. Seller agrees to comply with Section 15.1 entitled Release of Information of the Agreement with respect to any authorized release relating to this Third Amendment.

(5) Captions; Construction; Severability. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of the Third Amendment. Any term and provision of this Third Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this Third Amendment is held invalid or unenforceable, such holding shall be strictly construed and shall not affect the validity or effect of any other provision of this Third Amendment or the Agreement.

(6) Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(7) Notices. Any written notice required to be given under the terms of this Third Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic

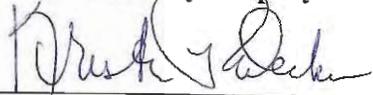
signature complying with the federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) or other transmission method and any other counterpart so delivered shall have the same legal effect as an original.

**AUTHORIZED EXECUTION**

**IN WITNESS WHEREOF**, each Party has caused this Third Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this Third Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

**HAT CREEK BIOENERGY, LLC,**  
a California limited liability company

**PACIFIC GAS AND ELECTRIC COMPANY,**  
a California corporation

Signature:   
Name: KRISTIN DECKER  
Title: CFO  
Date: 7/7/22

Signature:   
Name: Don Howerton  
Title: Director, Structured Energy Transactions  
Date: 7/11/22

**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T Albion Power Company	East Bay Community Energy Ellison Schneider & Harris LLP Engineers and Scientists of California	Pioneer Community Energy
Alta Power Group, LLC Anderson & Poole	GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton ICF International Power Technology	Public Advocates Office  Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc. SCD Energy Solutions San Diego Gas & Electric Company
Atlas ReFuel BART		SPURR San Francisco Water Power and Sewer Sempra Utilities
Barkovich & Yap, Inc. Braun Blasing Smith Wynne, P.C. California Cotton Ginners & Growers Assn California Energy Commission	Intertie	Sierra Telephone Company, Inc. Southern California Edison Company Southern California Gas Company Spark Energy Sun Light & Power Sunshine Design Stoel Rives LLP
California Hub for Energy Efficiency Financing	Intestate Gas Services, Inc. Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.	Tecogen, Inc. TerraVerde Renewable Partners Tiger Natural Gas, Inc.
California Alternative Energy and Advanced Transportation Financing Authority California Public Utilities Commission Calpine	Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McClintock IP McKenzie & Associates	TransCanada Utility Cost Management Utility Power Solutions Water and Energy Consulting Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) Yep Energy
Cameron-Daniel, P.C. Casner, Steve Center for Biological Diversity	Modesto Irrigation District NLine Energy, Inc. NRG Solar	
Chevron Pipeline and Power City of Palo Alto	OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy	
City of San Jose Clean Power Research Coast Economic Consulting Commercial Energy Crossborder Energy Crown Road Energy, LLC Davis Wright Tremaine LLP Day Carter Murphy		
Dept of General Services Don Pickett & Associates, Inc. Douglass & Liddell		